

General terms and conditions of providing accommodation services in Nobilis Residence

Data of Service Provider

Accommodation services are provided by IPP Plaza s.r.o., ID number: 091 07 142, VAT number: CZ09107142, registered office: I. P. Pavlova 1787/1 Square, Nové Město, 120 00 Prague 2 registered in the commercial register kept at the Municipal Court in Prague, section C, insert 330998

Accommodation object - apartments Nobilis Residence located at the address at I. P. Pavlova Square 1787/1, Nové Město, 120 00 Prague 2

1. Conditions for Concluding the Accommodation Contract

1.1 Guests are accommodated in apartments Nobilis Residence on the basis of an Accommodation Contract concluded in accordance with provision § 2326 et seq. of Act No. 89/2012 Coll., the Civil Code, on the basis of which Nobilis Residence apartments (hereinafter the “accommodation provider”) provides the accommodated party with temporary accommodation for the negotiated period or for the period arising from the purpose of accommodation in the facility meant for this purpose, and the accommodated party (hereinafter also the “guest”) commits to pay the accommodation provider for the accommodation and for the services related to it in the period given by this General terms and conditions of providing accommodation services in Nobilis Residence apartments (hereinafter also the “contract”).

1.2. The Accommodation Contract is always concluded in writing. In order to meet the formal requirements, a written confirmation of the reservations made or a filled-out reservation form shall suffice.

1.3. The rights and responsibilities of the contracting parties that are not explicitly treated by the Accommodation Contract are treated by this General terms and conditions of providing accommodation services in Nobilis Residence apartments and by the Service Price List of the accommodation provider. In the case that the Accommodation Contract stipulates conditions other than those given by the General terms and conditions of providing accommodation services in Nobilis Residence apartments and/or the Price List of the accommodation provider, the Accommodation Contract shall be used.

1.4. In the case that the accommodated party should fail to meet their obligations as given by the Accommodation Contract and by the General terms and conditions of providing accommodation services in Nobilis Residence apartments and/or Price List of the accommodation provider attached, or if they should breach the good manners of the apartments in any way, the accommodation provider is entitled to terminate the Accommodation Contract before the period negotiated in it ends, and that even without a notice period in the case that the guest was notified of their misconduct by the Nobilis Residence in accordance with provision § 2331 of the Civil Code.

2. Contract Conclusion, Reservations

2.1 The accommodated party is required to order accommodation from the accommodation provider in written form, or eventually make reservations by telephone and then confirm this intent in writing with the accommodation provider. Written reservations, or the confirmation of reservations made by telephone as described above, respectively, are considered to be orders made using the form for reservations sent on the website <https://www.nobilisresidence.cz/> or on booking portals such as booking.com, Airbnb, HRS, Expedia or others where the apartments are officially registered.

2.2 Once the accommodation provider receives the order from the guest in written form or receives the written confirmation of the reservations, they shall issue a deposit invoice to the guest in the amount of 100% of the expected price of the accommodation, which shall be sent to the guest's address as given in item 2.1 of this article. The accommodated party is required to pay the deposit by the date and under the conditions given by the deposit invoice.

2.3 This Accommodation Contract is concluded the moment the written order or the written confirmation of the reservations is delivered to the accommodation provider, or when the guest fills out the registration card.

3. Cancellations of Reservations, Withdrawal from the Contract before Check-in, Failure to Arrive for Accommodation

3.1 If the guest should not properly pay the deposit in accordance with Art. 1 paragraph 2.2 in a timely manner, the reservations are cancelled due to the maturity expiration date of the deposit invoice.

3.2 The guest is entitled to withdraw from the Accommodation Contract before the day of check-in, and that without giving their reasons for doing so. The guest is obliged to deliver written notification of the contract withdrawal to the accommodation provider. The accommodation provider in this case has the right to demand from the guest a contractual penalty, the amount of which will be calculated from the amount of the advance payment, unless other conditions are specified in the offer/agreement between the contracting parties, and the rate of the contractual penalty will be determined as follows:

More than 3 days prior to arrival – 0% of the total price for the ordered and not realised services

3 days or less prior to arrival – 100% of the total price for the ordered and not realised services

In some cases, the accommodation provider has the right to apply a contractual penalty of 100% of the total price for the ordered and not realised services if the client refuses accommodation services more than 3 days prior to arrival, if this is expressly indicated on the booking portals such as booking.com, Airbnb, HRS, Expedia or others on which the apartments are officially registered.

3.3 In the case that the guest fails to arrive at check-in within 24 hours of the negotiated time of arrival, the accommodation provider is entitled to withdraw from the Accommodation Contract, while also being entitled to a contractual fine in the amount of 100 % of the paid deposit. This is not applicable in the case that the customer notifies of their late arrival for their stay in advance, but no later than one day before the planned arrival, and that either by telephone or in writing.

3.4 The costs of reserved but unused services are not refundable, and it is possible to change the reserved services only upon agreement with the accommodation provider.

3.5 If the accommodation provider should not be able to ensure the services listed in the confirmed order of accommodation through their own fault (e.g. no vacancy, temporary operational problems, etc.), they are obliged to ensure the immediate alternative accommodation of the guest.

The accommodation provider is obliged to:

- Ensure/offer the services listed in the confirmed order for the confirmed price and for the period given in it – or until any obstacles are removed – in another apartments of the same or higher category. All additional expenses incurred through ensuring alternative accommodation are carried by the accommodation provider.
- Ensure free transfer services for moving the guest to the alternative accommodation site, as well as for the eventual return of the guest.

If the accommodation provider meets all of these obligations, or if the guest accepts the offer of alternative accommodation, respectively, the guest may not claim any further damages.

4. Self check-in without a reception desk and arrival to the apartments

4.1. After confirming the reservation, the guest will receive an email from accommodation provider with instructions and access to the MyAlfred application with a registration form (online check-in).

4.2. On the morning of arrival, the guest will receive by email a unique PIN code for access to the building and apartments.

4.3. The reserved apartment will be ready on the day of arrival from 15:00. The PIN will only be valid at 15:00.

4.4. The PIN code for electronic locks will be active from this moment until the day the guest leaves for home.

4.5. End of stay on the day of departure: no later than 11:00 (PIN code is deactivated).

4.6. The number of people staying in the apartment corresponds to the number of people registered for accommodation. The accommodated party is obliged to notify the accommodation provider of their exact number during registration.

4.7. The length of stay is agreed upon at the time of booking. The length of stay may be prolonged only upon the consent of the accommodation provider, and must be reflected in the booking system (PMS).

4.8. The accommodated party hereby gives the accommodation provider their consent with the processing and storage of their personal data to the extent of the data provided and for the purpose of providing accommodation and registration of guests in the sense of Act No. 565/1990 Coll., on Local Fees and Act No. 326/1999 Coll., on the Residence of Foreign Nationals in the Czech Republic and on the amendment of selected laws. Further responsibilities of the guest and the accommodation provider in terms of keeping a housing log are determined by the aforementioned laws.

4.9. Guests under 18 years of age may be accommodated only if they accompany an accommodated adult.

4.10. If the accommodated party should be inebriated or under the influence of narcotics, the the accommodation provider has the right to prevent them from entering the accommodation, as the guaranteed abidance to the General terms and conditions of providing accommodation services in Nobilis Residence apartments could thus be hindered.

4.11. If the guest should not check out of their apartment by 11.00 am, they will be charged for the following night, unless previously negotiated otherwise.

4.12. In the event that the accommodation provider has the apartment booked in advance and the guest fails to vacate the apartment after being requested to do so, or if they are not present in the apartment, the accommodation provider has the right to write up the guest's property in the presence of a two-member committee and store it in a safe place so that the guest who has made reservations for the apartment may be accommodated in it. For capacity reasons, if the guest should request to prolong their stay during said stay, the accommodation provider may offer them another apartment than the one they are already accommodated in.

5. General Rules of Accommodation

5.1 The guest has the right to use the area designated for their accommodation, as well as the common areas of the house. They have the right to take advantage of the services related to their accommodation.

5.2. By being accommodated in the Nobilis Residence, the guest confirms that they have been familiarised with this General terms and conditions of providing accommodation services in Nobilis Residence apartments, and that they understand it and shall abide by it, which they confirm by electronic signing their registration form when checking in. In the case that they should breach this General terms, the accommodation provider is entitled to terminate the negotiated accommodation even before the negotiated period has ended, whereby it is not liable to pay any eventual damages that the guest claims.

5.3. The guest is obliged to:

Pay the price for the accommodation as given by the valid price list (order confirmation).

- Maintain cleanliness in the areas designated for accommodation.
- Protect the equipped furnishings from damage in the areas designated for accommodation.
- Report any damages or losses in the apartment caused by the guest or by the parties accommodated with them.
- To behave in a manner that would not disturb others by their excessive noise in the period from 10.00 pm to 7.00 am.
- Upon leaving the apartment, to close all water taps, turn off the lights, turn off electrical appliances that are not in use when the guest is not present, and close the windows.

5.4. Without the permission of the accommodation provider, the guest must not:

Carry out any fundamental changes to the areas designated for accommodation (move furniture, move furnishings, etc.).

- Remove any furnishings or equipment from the areas designated for accommodation.
- Use their own appliances, with the exception of small appliances used by the guest for their hygiene and office work, in the areas designated for accommodation.
- Hand over the areas designated for accommodation to a different party.
- Take visitors in the areas designated for accommodation. Visitors must be registered with the Nobilis Residence representative, and visits are possible only from 8.00 am to 10.00 pm.

5.5. Furthermore, in the areas designated for accommodation, the guest must not:

- Carry a weapon, ammunition, and explosives, or otherwise store them in a manner allowing their immediate use.
- Hold, manufacture, or possess narcotics or psychoactive substances or toxins unless they are medicines prescribed by the guest's doctor.
- Smoke
- Use open flames.
- Use explosives in the hotel building or in its proximity (recreational pyrotechnics).

5.6. Other general rules of accommodation:

In the event that the guest falls ill or is injured, the accommodation provider will ensure that emergency medical care is summoned, or shall ensure transport to the hospital. Any costs are covered by the guest.

- The guest must allow the Nobilis Residence staff access to the apartment to enable them do their job (housekeeping, repairs, etc.).
- For safety and social reasons, it is not appropriate to leave children under 12 years of age unattended by adults in the rooms or in other hotel areas.
- The guest is not allowed to bring big sports equipment and items to their apartment
- The guest has the right to file a complaint for any insufficient services. They are obliged to register such complaints without undue delay in order to possibly rectify the situation on the

spot; later complaints shall not be taken into account. In the interest of the rapid settlement of the complaint, it is suggested that the guest present a document (bill) when registering the complaint. The guest must present the item in question if the character of the services that are being complained about should so require. The guest is entitled to request that any defects affecting the functioning and furnishing of the apartment be rectified by the Accommodation Services. If the defect cannot be rectified, an alternative for the service shall be provided. In the event that an alternative for the service cannot be provided, a discount from the service fee shall be provided.

6. Liability of the Accommodation Provider for Stored Items

6.1 The accommodation provider is not liable for any valuables of guests left in apartments (money, jewellery, securities, credit cards, computers, tablet computers, cameras, etc.). We recommend storing your money, jewellery, securities, credit cards, etc. in the safe found in your apartment.

6.2 The accommodation provider is not liable for the loss of valuables.

7. Safety, Guest Liability for Incurred Damages

7.1. The guest is obliged to familiarise themselves with safety regulations and with the evacuation routes.

7.2. During their stay, the guest behaves in such a manner that prevents unreasonable harm to the freedom, life, or property of others.

7.3. If the guest should cause damage to the property of others through their actions, the damage caused will be reimbursed from the paid deposit, which is paid by the guests along with payment for accommodation services. If the damage caused exceeds the amount of the security deposit, the guest must pay the difference to the accommodation provider before check-out. If the guest does not cause damage to the property of the apartment through his actions, the deposit will be returned to the guest in full within 7 days after leaving the apartment.

7.4 The liability of the accommodation provider for damages to stored items is governed by provision § 2945 et seq. of Act No. 89/2012 Coll., the Civil Code.

7.5 The liability of the accommodation provider for damages to items brought in to the hotel is governed by provision § 2946 et seq. of Act No. 89/2012 Coll., the Civil Code.

7.6 Any property forgotten in the apartment by the guest will be sent to them only upon their request; the guest carries the costs and the risks of such parcels. The accommodation provider keeps forgotten items for the period of seven days, and afterwards, in the event that the items are obviously valuable, hands them over to the pertinent authorities. If the forgotten item seems to be of no value, the accommodation provider reserves the right to destroy it after the aforementioned storage period ends.

7.8 In the event of the illness/death of the guest, the accommodation provider is entitled to the compensation of the invoice for the balance due of the patient/deceased by their family members, inheritors, or other parties covering costs, respectively: in particular the compensation of any eventual costs for medical care and management costs, consideration for the services utilised prior to death, and compensation for eventual damages caused to equipment and furnishings.

8. Departure from the apartment

8.1 The guest must check-out of the apartment they are accommodated in by no later than 12.00 am, unless otherwise stipulated in advance in the confirmed order.

9. Principles of Personal Data Protection

9.1 We use your data for the provision of our services, and shall use them primarily for the purpose of satisfying your needs. These data may be used and stored for the following purposes: accounting, invoicing, and audits, to verify credit or other types of payment cards, for anti-fraud clearance, for immigration and customs checks, safety, security, system tests, maintenance, improvements and developments, health, administrative and legal purposes, statistical and marketing analyses, and we may also use them for communication with you for administrative or operational reasons.

9.2 By providing your personal data, you understand and explicitly give your consent with the processing of your personal data by Nobilis Residence in accordance with these principles and with the pertinent laws and regulations, including the fact that such data will be used by our employees or eventually by those parties that ensure certain services for us.

9.3 The provision of data to third parties may be necessary for the proper provision of services, products, and information according to your needs. For the aforementioned reasons, it is possible that we shall allow access to your information to third parties who function as our data processors.

9.4 In order to ensure the protection and safe storage of your personal data, we take adequate technical and security measures to protect your personal data from unauthorised access, misuse, amendments, or unauthorised deletion. We pay close attention to the secure transfer of personal and financial data.

9.5 We try to ensure that our webpages offer our guests only the information they seek. For the purpose of meeting this goal, we might use your data to carry out analyses, to improve quality, to develop services, to improve the performance of our webpages, to ascertain the degree of the success of our advertisement campaigns, or to adjust our services to your demands. It is possible that for such purposes we shall provide such information that does not personally identify you to our contracting partners (e.g. third-party providers of services), for example, but not limited to, anonymous demographic data or your online behaviour.

9.6 By subscribing to commercial messages you explicitly give your consent – after you have familiarised yourself with the corresponding information on data processing – with the reception of direct marketing messages, including direct marketing or with special offers from the accommodation provider. For the purpose of sending such direct marketing/special offer messages, we process your name and your e-mail address.

9.7 This consent is voluntary, and can be withdrawn at any time without giving your reasons at the e-mail address booking@nobilisresidence.cz

The legal relations, as well as other circumstances not explicitly stipulated by this General terms and conditions, are governed by the valid legislation of the Czech Republic, as well as by the other internal regulations of the hotel.

Nobilis Residence management welcomes any suggestions from guests for the improvement of our operations, and so we therefore request that you fill out our questionnaire.

10.1 Consumer Protection:

By concluding this Accommodation Contract, we hereby provide you with all of the information in accordance with provisions § 1811 and § 1820 of Act No. 89/2012 Coll., the Civil Code, as amended (hereinafter the “Civil Code”).

As the accommodation provider, Nobilis Residence provides the accommodated guests with the following information:

a) The identity and contact data of the accommodation provider: IPP Plaza s.r.o., IČ: 091 07 142, based at: I. P. Pavlova 1787/1, Nové Město, 120 00 Prague 2, VAT CZ09107142., a company registered in the Company Register administered by the Regional Court in Prague, section C, insert 330998, address for delivering electronic mail: booking@nobilisresidence.cz

b) designation of services: the accommodation provider ensures accommodation for the accommodated guests and the services related to accommodation on the basis of the conditions given in the written in Accommodation Contract;

c) the price of the provided services: the overall price for the provided services is given by the valid price list. The prices thus determined include all taxes;

d) the manner of payment and compensation: the accommodated guest will make all payments negotiated in the Accommodation Contract by card and bank transfer to the account of the accommodation provider, the number and variable symbol, which the accommodation provider notifies the accommodated guests of in writing;

e) costs for long-distance communication means: the costs for long-distance communication means are determined by the subjects providing the services of long-distance communication, and these costs do not differ from the basic tariff;

f) information on the existence, manner, and conditions of extrajudicial settlements of consumer complaints, including information on whether it is possible to turn to a supervisory authority for help:

the accommodated guest has the right to file a proposal for the extrajudicial settlement of consumer conflicts to the pertinent subject, which is the Czech Trade Inspection Authority Central Inspectorate – ADR Department, Štěpánská 15. The Czech Trade Inspection Authority is the supervisory authority that supervises consumer protection in accordance with Act No. 64/1986 Coll., on the Czech Trade Inspection Authority, as amended, and other legislation. The webpages of the Czech Trade Inspection Authority is found at www.coi.cz;

g) in accordance with provision § 1837 letter j) of the Civil Code, the accommodated guest as the consumer does not have the right to withdraw from the Accommodation Contract in the case that the accommodation provider provides the services in the given period;

h) designation of the member state or member states of the European Union whose legislation shall govern the relationship between the accommodated guest and the accommodation provider based on the Accommodation Contract: Czech Republic;

i) information about the language in which the accommodated guest will negotiate with the accommodation provider throughout the validity of the Accommodation Contract and in which the contractual conditions and other information will be provided to the accommodated guests: Czech;

General terms and conditions of providing accommodation services in Nobilis Residence apartments comes into validity and effect after being updated on 15 FEBRUARY 2024.