

Terms & Conditions

I. Basic provisions

These General Terms and Conditions (hereinafter referred to as "GTC") govern the relations between the parties to the purchase contract / contract for the provision of services, where on the one hand is the company Arthurinvest s.r.o, ID 27596745, VAT Nr. CZ27596745, with its registered office at Sokolovská 204/11, 186 00 Prague 8., entered in the Commercial Register kept by the Municipal Court in Prague, Section B, Insert 113699 as the operator of the Botanique Hotel Prague and the Seller (hereinafter referred to as the "Hotel" or "Seller") and on the other hand is the Buyer (hereinafter the "Buyer"). More information about Botanique is available at www.hotelbotanique.com.

The buyer is a consumer or entrepreneur. If the Buyer states his identification number in the order or when booking, then he acknowledges that the rules intended for entrepreneurs apply to him. Conversely, if the buyer does not provide any identification number, the buyer is a private consumer. By placing an order, making a reservation, or making a purchase on the online shop www.hotelbotanique.com, the buyer confirms that before concluding the contract he got acquainted with these GTC, an integral part of which is the pre-contract message contained in Article II, Complaints Rules, Personal Protection Conditions. data and that he expressly agrees with them, in the wording valid and effective at the time of confirmation of the order or reservation or making a purchase in the online shop.

An invoice containing the basic data of the contract, incl. Receipts in accordance with the Act on the Registration of Sales and Tax Document, will be received by the Buyer in the form of a link to download the Invoice or as an attachment in an e-mail address to the specified email address when tearing, ordering, or purchasing services. The buyer agrees to this.

II. Contract

1. Conclusion of the contract

Before the Buyer confirms the order in a binding manner, the Buyer has the right to change both the required performance and the method of payment, i.e. to check all the data he has entered in the order. The purchase contract is created by sending the order / reservation to the Buyer after choosing the method of payment and acceptance of the order by the Hotel. Conclusion of the contract The hotel will immediately confirm to the Buyer by an informative email to the Buyer entered the email. The resulting contract (including the agreed price) can be changed or canceled only on the basis of an agreement between the parties or on the basis of legal reasons, unless otherwise stated in the GTC. The concluded contract is archived by the seller for a period of at least five years from its conclusion, but no longer than for the period according to the relevant legal regulations, for the purpose of its successful fulfillment and is not accessible to third non-participating parties. Information on the individual technical steps leading to the conclusion of the contract is evident from these terms and conditions, where this process is clearly described.



2. Delivery of the subject of purchase Business conditions

By the purchase contract, the Hotel undertakes to hand over the item to the Buyer, to provide the services that are the subject of the purchase, and the Buyer undertakes to take over the item / use the services and pay the purchase price to the Hotel. The hotel reserves the ownership right to the item, and therefore the Buyer becomes the owner only by full payment of the purchase price. Similarly, this rule applies when purchasing a service.

3. Transfer of risk of damage

The service is defective if it does not have agreed and clearly declared properties. The Buyer's right from defective performance is based on the defect that the thing has when the risk of damage passes to the Buyer, even if it manifests itself later. The Buyer's right shall be established by a later defect caused by the Hotel in breach of its obligations. The buyer is obliged to report defects in the services or items used immediately after discovering such defects. The risk of damage passes to the Buyer by taking over the thing or starting to use the services. Damage to the goods, incurred after the transfer of the risk of damage to the goods or the service provider to the Buyer, does not affect his obligation to pay the purchase price, unless the Hotel caused the damage by violating its obligation.

4. Liability of the Hotel

The hotel responds to the Buyer that the item or services are free of defects upon receipt. In particular, the Hotel is responsible to the Buyer that at the time when the Buyer took over the thing or started to draw services,

a. the item has the characteristics agreed upon by the parties and, in the absence of an agreement, the characteristics described by the Hotel or expected by the Buyer with regard to the nature of the goods and based on the advertising made by them;

b. the services correspond to the obviously offered scope and level, if no part of the service is described anywhere, then such corresponds to the usual customs at the place of use of the services;

c. the thing or service is in the appropriate quantity, extent and scope; and

d. the thing or services comply with the requirements of legal regulations.

The right of defective performance does not belong to the Buyer, if the Buyer knew before taking over the thing or before starting to use the services that the thing or service has a defect, or if the Buyer caused the defect himself.

5. Substantial breach of contract

If the defective performance is a material breach of contract, the Buyer has the right to:

a. to eliminate the defect by delivering a new item without a defect or by delivering a missing item,

b. to eliminate the defect by repairing the thing or services;



- c. for the use of replacement services to the same extent;
- d. at a reasonable discount from the purchase price; or
- e. withdraw from the contract

6. Breach of contract in general

If the Buyer does not report the defect without undue delay after he was able to detect it with timely inspection and sufficient care, he cannot exercise the right to defective performance.

7. Quality guarantee

The Buyer is not entitled to warranty if the defect caused an external event after the transfer of the risk of damage to the goods or the service to the Buyer.

8. Special rules when buying a voucher

The voucher serves as a confirmation of the right to use the services provided by the Hotel. It does not in itself replace any form of security and is not exchangeable and resealable in such a way. The use of prepaid voucher services is conditioned by the creation of a reservation in the Hotel and its confirmation of such a reservation. The reservation is subject to hotel availability and must be made in advance, at least one month before the stay, in the manner indicated in point VIII. of these GTC. A copy of this document will be required at check-in at the hotel reception.

This voucher cannot be paid for cash or any other compensation and cannot be exchanged if it is lost, stolen, destroyed or expires. After purchase, the voucher is non-refundable. Invalid if modified, copied or reproduced. The voucher will not be extended after the expiration date and its use cannot be enforced in any way.

III. Withdrawal from the contract

1. Withdrawal from the contract by the consumer

The consumer has the right to withdraw from the contract at any time before the start of the services, before applying the voucher. If the consumer withdraws from the contract for a reason other than those specified in points 5 and 6, then such a procedure is governed by the valid cancellation conditions of the Hotel at the time of concluding the contract.

In the event that the Consumer is entitled to a refund of the paid funds within the withdrawal from the contract, then the Hotel proceeds:

- a. if possible, return the funds in the same way and in the same form as received by the Hotel;
- b. returns the funds in an alternative agreed manner confirmed by both parties;
- c. retains funds as credit for the future use of services or the purchase of goods; in this case, the agreement of both parties is required and the substitute drawdown must be used in the same year.



In case of payment of the credit note in cash, the Hotel may require the presentation of an identification card (OP or passport), in order to prevent the occurrence of damages and to prevent the legalization of proceeds from crime. Without presenting any of these documents, the Hotel may refuse to reimburse the funds.

2. Withdrawal from the contract by the Hotel in case of an error in the price of the goods

Except in cases stipulated by law, the Hotel is entitled to withdraw from the contract in the event of an obvious error in the price of the goods.

Withdrawal from the contract according to this point is possible within 7 days, if the use of ordered services is booked later than 7 days from the order, from the day following the day of conclusion of the purchase contract between the Buyer and the Hotel by the Hotel canceling the order or otherwise indicates that he is withdrawing from the contract.

If the Buyer has paid at least part of the purchase price of the goods or services, this amount will be transferred back to his bank account no later than 14 days from the day following the day of withdrawal from the contract by the Hotel.

IV. Information security and protection

In the matter of protection and processing of the Buyer's personal data by the Hotel, the conditions of personal data protection shall apply.

V. Opening hours

Orders via the Hotel's online store and reservations: 24 hours a day, 7 days a week. In the event of a failure of the information system or force majeure, the Hotel is not responsible for non-compliance with operating hours.

VI. Prices

All prices are negotiable. The www.hotelbotanique.com website always contains current and valid prices, in the Czech currency (CZK) or in the currency of the single EU currency (EUR), except in cases where an incorrect price is stated, see the provisions below in this article.

The prices listed for individual products are final, i.e., including VAT. If a contract containing a specific price list has been concluded between the Buyer and the Hotel, this price list takes precedence over the public prices on www.hotelbotanique.com.

Prices for hotel accommodation listed on the website are calculated in EUR and it is possible to convert into Czech currency, which is for guidance only. The binding price and currency are always stated in the confirmed order for services or goods. To convert amounts between CZK and EUR, the Hotel uses the internally set exchange rate valid according to the current internal guidelines of the Hotel on the day of payment.



The final price includes all mandatory surcharges, which the Buyer is obliged to pay extra on the spot, such as a local tax on the stay.

The hotel reserves the right to declare the purchase contract invalid, if personal data has been misused, the payment card has been misused, etc., or due to the intervention of an administrative or judicial authority, the Buyer will be informed of such a procedure.

Furthermore, the Hotel reserves the right to declare the purchase contract as invalid if there is an unauthorized use of a discount or similar voucher / voucher in violation of its conditions, especially in cases where:

- the voucher or discount voucher is used for services other than those for which it was intended;
- The hotel finds that the voucher or discount voucher has already been used.

The Buyer acknowledges that in these cases the purchase contract cannot be validly concluded and at the same time the Buyer acknowledges that the Hotel is entitled to demand, among other things, unjust enrichment.

VII. Ordering and booking

The price and scope of services / goods will be stated in the order and in the message confirming the receipt of the order of goods / services. You can order in the following ways:

- a. through the electronic shop of the Hotel (hereinafter referred to as "e-shop").
- b. in the reservation system at www.hotelbotanique.com
- c. by e-mail to hotel@hotelbotanique.com, reservations@hotelbotanique.com
- d. in person at the hotel reception.
- e. by telephone.

VIII. Payment Terms

The hotel accepts the following payment conditions:

- The goods remain the property of the Hotel until full payment and acceptance, but the risk of damage to the goods passes to the acceptance of the goods by the Buyer.
- The services provided by the hotel must be paid in full before the start of such services, unless otherwise stipulated in the contract.
- Upon confirmation of the order, a guarantee is required with a valid credit or debit card valid on the day of the start of the services, unless otherwise stipulated in the contract.
- The Buyer's billing information cannot be changed retroactively after sending the order.
- The hotel reserves the right to offer the Buyer only selected methods of payment at its own discretion.
- According to the Act on the Registration of Sales, the seller is obliged to issue a receipt to the buyer and at the same time is obliged to register the received sales with the tax administrator online; in the event of a technical failure, within 48 hours at the latest.
- In the case of payment by credit card at the reception of the Hotel, the Buyer is obliged to cover the data on his payment card and his PIN code."



Online payments through the payment gateway

The hotel also accepts online payments, which can be processed by redirection to the payment gateway when making a reservation on the official hotel website, or when instructed to pay with an active link to the payment gateway.

Never make a payment unless you are sure that the instruction to make such a payment has been clearly initiated by the hotel.

The hotel reserves the right to retain credit card details for the necessary period after a successful payment transaction and, if necessary, to use them for an additional payment to which the payment may be made if the payment transaction does not cover the total value of services and fees to which the hotel is entitled. These are usually, for example, cancellation fees according to the cancellation policy in case of cancellation or non-arrival without prior cancellation.

Such data is stored at a payment gateway provider that meets PCI Compliance standards. The hotel does not have access to this data and therefore cannot use it for any purpose other than that described in the previous paragraph.

Money Return

The buyer is responsible for the accuracy of the data for the return of funds if he is entitled to such a return and has chosen option IV.1.b of these GTC.

IX. Delivery conditions

1. Other conditions

When using services paid for in advance, the Hotel or may require the presentation of an identification card (OP or passport), in order to prevent damage and to prevent money laundering. The Hotel may refuse to provide services without presenting any of these documents. This authorization follows from the provisions of Section 2900 of the Civil Code, which stipulates the obligation of prevention and prudence.

2. Competitions and deadlines for collecting winnings

In the event that the winner wins in a competition organized by the Hotel, the winner is obliged to collect the prize within 30 calendar days from the date on which the results of such a competition were announced by the Hotel. The winner's right to the prize expires in vain upon expiry of this period when the prize is forfeited in favor of the organizer.

X. Warranty conditions

The warranty conditions for the services are governed by the relevant legal regulations of the Czech Republic.



XI. Final Provisions

Relationships and any disputes that may arise based on the contract will be resolved exclusively in accordance with the law of the Czech Republic and will be resolved by the competent courts of the Czech Republic. The United Nations Convention on Contracts for the International Sale of Goods (CISG) does not apply in accordance with Article 6 of that Convention.

Any disputes between the Hotel and the Buyer can also be resolved out of court. In such a case, the Buyer - Consumer may contact the entity for out-of-court dispute resolution, such as the Czech Trade Inspection Authority.

The contract is concluded in the Czech language. If a translation of the text of the contract is created for the needs of the buyer, it applies that in the event of a dispute over the interpretation of terms, the interpretation of the contract in the Czech language applies.

These General Terms and Conditions, including their components, are valid and effective from 1 July 2020, and are available at the hotel reception or electronically at www.hotelbotanique.com.

XII. Contacts

Botanique Hotel Prague, Sokolovská 204/11, 186 00 Praha 8

Email for general request: hotel@hotelbotanique.com

Email for requests about payments and bills: finance@hotelbotanique.com

Telephone contact: 226 222 600

Bank account – CZK currency : 3817542/0800

Bank account – EUR currency : 3939152/0800

Data box: brqnhyh



Cancellation Policy

I. Basic provisions

Withdrawal from the contract by the Buyer is governed by the applicable laws of the Czech Republic and is free or for a fee. The conditions of the fee are given in detail for each price for accommodation in the hotel and are a necessary part of the concluded contract.

II. The amount of the fee when purchasing accommodation services

The amount of the fee depends on the type of accommodation services. This type is distinguished by name - type of price. Please note that the exact cancellation policy is always stated in the price description when booking and we are bound by it, for example:

Price:	Conditions:
Flexible Booking	Free cancellation 24h before arrival (in case of no-show the first night will be charged)
Semi-flex 100% deposit on the day of booking	Free cancellation 5 days before arrival (in case of no-show, the price of the first night will be charged)
Direct deal	Free cancellation 24h before arrival (in case of no-show the price of the first night will be charged)
Pay now	100% non-refundable deposit (in case of no-show the entire booked stay will be charged)
Stay 4 nights and save	100% non-refundable deposit (in case of no-show the entire booked stay will be charged)
First Minute	100% non-refundable deposit (in case of no-show the entire booked stay will be charged)

III. The amount of the fee when purchasing a voucher for hotel services

The fee for not using the purchased voucher during its validity is 100% of its price.

