

Leram Gastro s.r.o.

CIN: 08454736

Apartmánový dům u Tomana

Náměstí Svobody 93/22

Brno 602 00

## GENERAL TERMS OF BUSINESS

### Preamble

The purpose of these General Terms of Business of Leram Gastro s.r.o. is to regulate the ordering and acceptance of the offer of namely accommodation, and related services and to regulate the terms of their provision at Apartmens U Tomana (hereinafter referred to as "GToB"). For the purposes of these GToB, the following terms shall have the meaning assigned to them:

- The company Leram Gastro s.r.o. shall also be referred to as the "Company" or "Provider"
- "Client" or "Customer" means both an individual client (guest) and any person providing services for third parties
- accommodation and related services shall also be referred to as "services"
- a written agreement containing the essential elements laid down by law shall be considered a contract, whereby fax or electronic communication is also considered to be in writing
- Act No. 89/2012 Coll., Civil Code, as amended, shall also be referred to as the 'Civil Code'.

These GToB form an integral part of all pre-contractual arrangements and concluded contracts relating to the provision of the Company's accommodation, convention, sports and related services, including standardised contracts made by the Company (such as a contract for the provision of services). In the event of a conflict between the stipulations of the Company's contracts, including standardised contracts, and the provisions of these GToB, the provisions of such contracts shall prevail over the provisions of the GToB. The GToB shall become part of the pre-contractual arrangements at the time of commencement of negotiations between the Company and the Customer, and part of the contracts at the time of their conclusion. If, in the course of pre-contractual negotiations, the Company's offer to conclude a contract is accepted by the Customer with any amendment or deviation, including an amendment or deviation that does not materially change the content of the offer to conclude a contract, the Company rules out the acceptance of such an offer with the amendment or deviation and the conclusion of such a contract pursuant to the provisions of Section 1740(3) of the Civil Code. No other Terms of Business or similar documents not expressly referred to in the contract shall form part of the conclusion of the contract, nor shall they apply to the contractual relationship between the Company and the Client.

### Article I

#### Pre-contractual arrangements and conclusion of the contract

1. Pre-contractual arrangements include the ordering of the services, negotiation of their terms and confirmation of the final order by the Company.
2. Orders of the services must be made in writing and must state clearly who is making them and what their subject matter is (type of services, dates, prices, etc.). Orders can be made by telephone, email, via the Company's website, via an on-line booking system.
3. The negotiation of terms is a communication between the customer and the company and therefore is not considered a proposal with an amendment or deviation according to § 1731 et seq of the Civil Code.
4. By confirming the order (e.g. by signing the order, email confirmation, automatic confirmation generated by the relevant online booking system), the company expresses its consent to the provision of the ordered services within the agreed scope and the contract is deemed concluded at that moment. Individual terms may apply.
5. If additional services are additionally ordered by the customer or their designated person/proxy, the company and the customer are obliged to proceed in accordance with this article. The Company undertakes to use its best endeavours to provide the additional services requested, but does not guarantee their actual provision.
6. Upon conclusion of the contract, the Company shall be obliged to provide the Customer with the services specified in the contract and the Customer shall be obliged to accept such services and pay the agreed price to the Company.

## Article II

### Payment terms

1. The customer shall pay the prices for the services according to the terms agreed in the contract.
2. If the Company requires an advance payment for the services ordered, the Customer shall have to pay the advance payment to the Company in the amount and by the due date specified in the contract; payment of the advance shall be understood as the crediting of the relevant amount to the Company's bank account, unless otherwise agreed. If the advance payment is not duly paid by the Customer, the Company reserves the right to cancel the confirmed order, whereby such cancellation shall be deemed to be a cancellation by the Customer and the Company shall be entitled to demand payment of the contractual penalty from the Customer pursuant to Article IV Of these GToB. The advance invoice will be issued no later than 5 working days after signing the contract. In the event of a significant increase in the volume of services ordered, the company reserves the right to issue an additional advance invoice.
3. The Customer undertakes to pay the invoice for the services provided within the due date. Any irregularities in the invoice must be complained about by the customer in writing within 5 days of receipt, but no later than the due date of the invoice. In the event that the Company accepts the complaint against the invoice as justified, the due date of the invoice in question shall be postponed and the amount stated in the complained invoice shall be due on the due date stated in the amended invoice. In the case of a complained invoice for which the

company finds the complaint to be unjustified, the amount in question shall be due on the due date indicated on the complained invoice.

4. Payment shall be deemed to have been made at the time when it is credited to the Company's bank account indicated on the invoice, unless otherwise agreed.
5. In the event of the Client's default in payment for services provided, the Company shall be entitled to demand from the Client, in addition to payment of the amount due, interest on the overdue amount at the rate of 0.5% of the amount due for each day of default commencing on the first day following the due date of the invoice until the payment is made.
6. The Company reserves the right to use any payment made by the Customer to settle its past overdue claim(s) against the Customer.
7. All payments shall be made in the currency specified in the Contract. Prices in EUR will be calculated at the current exchange rate set by the Czech National Bank applicable on the date of provision of the service.
8. In the case of payment to an account held in EUR, the payment will be made as a SEPA payment. SHA fees – the payer and the payee shall each pay their own bank's charges. Otherwise, the company reserves the right to charge the difference incurred by the Company by transferring to a different account than that indicated on the invoice for the services provided.
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### Article III

#### General cancellation terms

1. Cancellation shall always be understood as cancellation, postponement or modification of a confirmed order.
2. Cancellation must be made in writing by the customer to the person with whom the terms of the contract were negotiated. If the Customer cancels the services ordered and confirmed, they are obliged to pay the Company a contractual penalty according to the price terms of the relevant booking or order; the contractual penalty will be calculated from the price for the cancelled services incl. VAT (hereinafter referred to as the "Cancellation Amount"), specifically:  
in the event of notification of cancellation within a period of 1 to 15 days inclusive before the agreed first day of the provision of services, on the day of the provision of services, or if the client fails to show up without due cancellation, the contractual penalty shall be 100% of the Cancellation Amount.
3. The contractual penalty shall be charged to the customer by means of an invoice payable within 14 days. If the contractual penalty is not duly paid, the Client shall be obliged to pay the Company, in addition to the amount corresponding to the contractual penalty, default interest of 0.5% of the amount due for each day of delay, starting from the first day following the due date of the cancellation fee until the payment is effectively made.

### Article IV.

#### Cancellation terms for flexible bookings

1. In the case of a flexible booking, a deposit of 100% of the booking amount is always required.
2. In case of cancellation, modification or in case of no-show (guest does not cancel the booking and does not arrive at the hotel by midnight and does not inform the provider of the late arrival), the total amount of the deposit will be charged by the provider as a cancellation penalty and no part of the payment will be refunded. The booking is final. By confirming the booking with non-refundable terms, the client acknowledges that there is no legal right to a refund, even in the event of a change of plans or force majeure.

## Article V

### Complaints about services

If a Client wishes to lodge a complaint about the services provided by the Company, they must do so in writing with the person with whom the terms of the contract were negotiated. The complaint must be made immediately after the discovery of the deficiencies in the services, but no later than the day following the last day on which the services in question were provided to the Customer. No account will be taken of claims made later.

## Article VI

### Withdrawal from the contract

1. Either party shall be entitled to withdraw from the Contract under the terms and for the reasons provided for by law or by the Contract.
2. The Provider shall be entitled to withdraw from the Contract with immediate effect (in whole or in part) if the Customer breaches the Contract in a substantial manner or breaches any obligation under the Contract repeatedly.
3. The parties agree that if the subject matter of the agreement is a contract requiring continuous/repetitive activities (pursuant to Article 2004 par. 3 of the Civil Code), the parties may only withdraw from it with future effect.

## Article VII

### Unreliable payer

The Provider declares that as of 6 May 2025 it is not an unreliable payer within the meaning of Act No. 235/2004 Coll., on value added tax, as amended. Should the Provider become an unreliable taxpayer within the meaning of the aforementioned Act at any time during the term of the Contract, it shall immediately notify the Customer thereof.

## Article VIII

### Jurisdiction

1. All disputes arising in connection with the provision of services by the Company, including related services of the Company, shall be governed by Czech law and shall be settled by a common court with jurisdiction over the Company, regardless of the registered office/residence of the Customer. The priority is to resolve disputes amicably. 2. Pursuant to the provisions of Section 14 of Act No. 634/1992 Coll., on consumer protection, the Provider hereby informs the Consumer of the possibility to file a motion for out-of-court dispute resolution with the following dispute resolution entity: Česká obchodní inspekce Ústřední inspektorát – oddělení ADR  
Štěpánská 15  
120 00 Praha 2  
Email: [adr@coi.cz](mailto:adr@coi.cz)  
Website: [adr.coi.cz](http://adr.coi.cz)

#### Article IX.

##### Personal data protection

Personal data obtained in connection with the activities of the provider is processed and stored in accordance with applicable European and Czech legislation. More detailed information on the processing of personal data can be found in the Information on the processing of personal data available on the Company's website [www.utomana.cz](http://www.utomana.cz)

#### Article X

##### Consent to mailing of commercial offers

The Customer agrees to be mailed commercial offers by the Company carried out in accordance with Act No. 480/2004 Coll., on services of information society, as amended.

#### Article XI

##### Force Majeure

If the Company or the Client are unable to comply with the agreed terms due to Force Majeure, the Company or the Client shall have the right to withdraw from the contract without further delay, unless the parties agree otherwise. Force Majeure means namely war, mobilisation, riots, confiscation, strike, lockout, damage to the hotel and its facilities as a result of natural disasters or riots, export and import restrictions, explosions, epidemics, or material shortages caused by the aforementioned reasons; in the event of Force Majeure, the Client or the Company shall not be entitled to claim any penalties or equivalent claims against the Company or the Client. This provision shall also apply in the event of damage to the hotel due to an accident (water distribution system, electricity, etc.); in such a case, the Company undertakes to offer the Client an alternative accommodation solely in a property of the same or higher category.

#### Article XII

#### Additional stipulations

1. The parties acknowledge that the liability of the Company, the Client and the Client's clients is governed by the provisions of Sections 2894 et seq of the Civil Code. Damages shall be compensated in money unless the parties agree otherwise. In the event that the damage is caused by the Client's clients and the clients fail to pay the claimed damage, the Client undertakes to pay the damage.
2. In the event that the Client fails to pay for all services actually used or services provided in excess of the original order, the Company shall be entitled to charge the payment for such services to the credit card provided at the time of payment.
3. If the Company finds the actions of the Customer or their clients to be a gross violation of the Accommodation Regulations of the hotel, the Company shall have the right, after discussing the matter with the Customer, to terminate the stay of the Customer or their clients without refund, or to charge the Customer a contractual penalty up to the amount of the entire refundable deposit, if paid, or a flat rate of CZK 5,000.- per room.

#### Article XIII

#### Final provisions

These GToB enter into force and effect as of 6 May 2025