

## HOTEL TERMS AND CONDITIONS

### General Terms and Conditions for the Purchase of Value Vouchers

#### **Boutique Hotel Jalta a.s.**

Registered office: Václavské náměstí 818/45, 110 00 Prague 1, Czech Republic

Company ID No.: 06572189

VAT ID No.: CZ06572189

Registered in the Commercial Register maintained by the Municipal Court in Prague, Section B, File 22960

These General Terms and Conditions govern the sale and purchase of value vouchers through the online store available at [www.hoteljalta.com](http://www.hoteljalta.com).

### 1. INTRODUCTORY PROVISIONS

**1.1** These General Terms and Conditions (hereinafter referred to as the “**Terms and Conditions**”) of the company Boutique Hotel Jalta a.s., with its registered office at Václavské náměstí 818/45, Prague 1, Postal Code 110 00, Company ID No. 06572189 (hereinafter the “**Seller**”), regulate the mutual rights and obligations of the contracting parties arising in connection with or on the basis of a purchase agreement (hereinafter the “**Purchase Agreement**”) concluded between the Seller and a natural or legal person (hereinafter the “**Buyer**”) via the Seller's website [www.hoteljalta.com](http://www.hoteljalta.com) for the purpose of purchasing value vouchers online (hereinafter referred to as the “**Goods**” or the “**Voucher(s)**”).

**1.2** The online store is operated by the Seller via the website at [www.hoteljalta.com](http://www.hoteljalta.com) through a web interface (hereinafter the “**Web Interface**”).

**1.3** These Terms and Conditions also govern the rights and obligations of the contracting parties when using the Seller's website at [www.hoteljalta.com](http://www.hoteljalta.com) (hereinafter the “**Website**”), as well as related legal relationships.

**1.4** These Terms and Conditions form an integral part of the Purchase Agreement. By submitting an order, the Buyer confirms that they have read and agree to these Terms and Conditions. The Purchase Agreement and the Terms and Conditions are concluded in the Czech language.

**1.5** The Seller reserves the right to amend or supplement these Terms and Conditions. Such amendments shall not affect the rights and obligations that arose during the validity of the previous version. It is the Buyer's responsibility to review the current version of the Terms and Conditions before each purchase.

### 2. GOODS

**2.1** The Seller offers the following through its website:

- **Value vouchers** in denominations starting from CZK 1,000 or EUR 100, which may be used to pay for all hotel or related services (accommodation etc.),
- **Value vouchers** in denominations starting from CZK 500, which may be used to pay for goods and services at the Fat Cat Restaurant ([www.fat-cat.cz](http://www.fat-cat.cz)).

## 2.2 Vouchers:

- contain a unique identification code;
- may only be redeemed in full (i.e., the entire value of the voucher must be used in a single transaction);
- may not be exchanged for cash or any alternative benefit other than the services specified in Article 2.1;
- cannot be replaced if lost;
- may not be used to pay for (or reserve) discounted hotel services (packages, promotions, etc.) offered by the Seller and presented at [www.hoteljalta.com](http://www.hoteljalta.com) (such promotions are subject to their own specific terms and conditions stated with the respective offer).

**2.3** Vouchers will be delivered to the Buyer in electronic form by email to the email address provided by the Buyer during the voucher order process.

## 3. CONCLUSION OF THE PURCHASE AGREEMENT

**3.1** The Web Interface includes descriptions of the goods offered for sale by the Seller, including the total price of the goods with all applicable taxes, fees, and other charges, excluding the local accommodation tax under Act No. 565/1990 Coll., on Local Fees, which is payable by the guest using the accommodation services.

**3.2** The Buyer concludes the Purchase Agreement by completing and submitting the relevant order form on the Web Interface, thereby accepting the Seller's offer to enter into a contract for the purchase of the voucher(s). To place an order, the Buyer completes an order form, which includes in particular:

- a) details of the goods being ordered, especially the type, nominal value, and quantity of the vouchers (the Buyer selects items by adding them to the electronic shopping cart in the Web Interface);
- b) the total price of the ordered goods, including all applicable taxes, fees, and similar payments (excluding the local accommodation tax);
- c) the selected payment method;
- d) information on the delivery time and method of delivery of the ordered goods;
- e) information about any delivery-related costs (hereinafter collectively referred to as the "**Order**").

**3.3** Before submitting the Order, the Buyer is given the opportunity to check and amend the data entered, including the ability to correct input errors. The Order is submitted by clicking the button "**Submit order with obligation to pay**". By submitting the Order, the Buyer confirms that:

- all information provided for the purpose of ordering goods is accurate (the Seller relies on the accuracy of the information in the Order);
- the Buyer is authorized to use the payment card used for the transaction and has sufficient funds to cover the cost of the ordered goods.

**3.4** The Purchase Agreement is concluded upon receipt of the Order by the Seller. The Seller will confirm the conclusion of the contract and the payment of the purchase price by issuing a confirmation in textual form and sending it to the Buyer's email address provided in the order form

(hereinafter referred to as the “**Buyer’s Email Address**”). The Seller is not liable for any errors occurring during the data transmission.

**3.5** The Seller may, depending on the nature of the Order (especially if the Order includes an unusually large quantity or value), request additional confirmation of the Order by reliable means (e.g., in writing or by phone), to prevent erroneous or fraudulent orders. If the Buyer refuses such confirmation, the Seller shall consider the Order invalid and the Purchase Agreement will not be concluded.

**3.6** The Buyer acknowledges that the Seller may withdraw from the Purchase Agreement if, after its conclusion, the Seller discovers that:

- i) the agreement was made with a person who had previously committed a material breach of a Purchase Agreement (including these Terms and Conditions);
- ii) the Buyer ordered the goods at a mistakenly published price due to a technical error in the Web Interface;
- iii) the Buyer unlawfully interfered with the website’s software or otherwise manipulated the ordering process;
- iv) the Buyer submitted false or misleading data in the order form (especially by misusing someone else’s personal data or third-party payment card details).

**3.7** The Buyer agrees to the use of remote communication means for concluding the Purchase Agreement. Any costs incurred by the Buyer as a result of using remote communication (such as internet or phone charges) are borne solely by the Buyer and are in line with standard rates.

#### **4. PRICE OF GOODS AND PAYMENT TERMS**

**4.1** The prices listed for each item are final, i.e., inclusive of value-added tax (VAT) and any other applicable taxes and fees that the Buyer must pay to obtain the goods (excluding the local accommodation tax).

**4.2** Prices are valid at the time the order is placed. Promotional prices are valid either until stocks are exhausted (if a quantity limit is indicated) or for the time period specified.

**4.3** The Buyer may pay the purchase price for the goods under the Purchase Agreement to the Seller using the following methods:

- i) by online card payment via the Safepay link  
(accepted cards: MasterCard, VISA, VISA Electron, Maestro);
- ii) by bank transfer to the Seller’s account held with Oberbank AG, Czech Republic branch, account number 2001250836/8040.

In the case of a bank transfer, the purchase price must be paid within five (5) business days from the date of the conclusion of the Purchase Agreement. If the price is not paid within this period, the Purchase Agreement will automatically be deemed null and void.

For bank transfers, the Buyer must include the variable symbol (order number) with the payment. The Buyer’s obligation to pay the purchase price is fulfilled at the moment the respective amount is credited to the Seller’s bank account.

**4.4** Any discounts on the purchase price provided by the Seller to the Buyer cannot be combined.

**4.5** Where customary in business transactions or required by applicable law, the Seller will issue a tax document (invoice) to the Buyer for payments made under the Purchase Agreement. The Seller is a VAT payer. The invoice will be issued upon the Buyer's request after payment and sent in electronic form to the email address provided by the Buyer in the order form.

## **5. DELIVERY OF GOODS**

**5.1** The ordered goods will be dispatched by the Seller without undue delay (no later than within two business days) after the Buyer has paid the purchase price in full.

**5.2** The ordered goods will be delivered to the Buyer electronically by sending the purchased voucher(s) to the Buyer's email address provided in the order form. No additional delivery costs apply other than the standard cost of an internet connection (necessary for receiving the voucher via email).

**5.3** In the event of defective performance (e.g., failure to deliver the voucher within the specified time frame, or delivery of a voucher that contains incorrect terms—such as a different value than ordered), the Buyer is entitled to submit a complaint immediately by email to:

**eshop@hoteljalta.com**. The Buyer may request correct fulfillment or withdraw from the Purchase Agreement. In all other respects, the parties shall proceed in accordance with the provisions of the Czech Civil Code.

## **6. WITHDRAWAL FROM THE PURCHASE AGREEMENT**

**6.1** In accordance with Section 1829(1) of Act No. 89/2012 Coll., the Civil Code, the Buyer may withdraw from the Purchase Agreement without giving any reason within fourteen (14) days from the date of receipt of the goods. If the Buyer has ordered multiple items in a single order, the withdrawal period runs from the date the last item was received. In the case of partial deliveries, the period starts from the date the last item or part was received.

**6.2** The Buyer may withdraw from the Agreement by submitting a clear statement to that effect to the Seller. Notice of withdrawal must be demonstrably sent to the Seller no later than the final day of the 14-day period, either to the Seller's postal address or email address. The Buyer may use the model withdrawal form available [here], although doing so is not mandatory.

**6.3** To meet the deadline for withdrawal, it is sufficient for the Buyer to send the notice of withdrawal before the 14-day period expires.

**6.4** If the Buyer withdraws from the Purchase Agreement, the Seller shall invalidate the relevant electronic voucher(s) to which the withdrawal applies.

**6.5** Upon lawful withdrawal by the Buyer, the Seller shall refund all payments received from the Buyer (including any delivery charges) without undue delay, and no later than fourteen (14) days from the date of withdrawal. The refund will be issued using the same payment method used by the Buyer for the original transaction, unless the Buyer expressly requests otherwise. No additional fees will be charged for the refund.

**6.6** The Buyer acknowledges that, under Section 1837(j) of the Civil Code, the right to withdraw from a contract does not apply to contracts for accommodation, transport of goods, vehicle rental, catering, or leisure activities if the contract specifies a particular date or period of performance.

Consequently, the Buyer cannot withdraw from the Purchase Agreement for vouchers that have already been redeemed or used to pay for hotel or related services reserved for a specific date.

## **7. RULES FOR REDEEMING GOODS**

**7.1** Vouchers are valid for 12 months from the date of purchase, unless a longer validity period is explicitly stated on the voucher. The specific validity period is indicated on each voucher. Vouchers may only be redeemed in a single use. They may be redeemed at any time during their validity period, subject to hotel availability, and only after the reservation has been confirmed by the hotel. If the voucher is not redeemed (i.e., not used to pay for services as per Article 2.1) within its validity period, it expires without compensation. Vouchers for services at Boutique Hotel Jalta a.s. may only be used for reservations made directly via [www.hoteljalta.com](http://www.hoteljalta.com) or via the Seller's booking department ([booking@hoteljalta.com](mailto:booking@hoteljalta.com)), and not for services booked through third-party providers or intermediaries.

**7.2** If the value of the selected services exceeds the value of the voucher, the difference may be paid in cash or by any other payment method accepted by the relevant facility providing the service.

**7.3** Vouchers are not issued in the name of the Buyer; therefore, they may be used by any person who presents the unique identification code. The Buyer is solely responsible for sharing the voucher's code only with individuals authorized to redeem it.

**7.4** Reservations for accommodation or other services covered by the voucher must be made in advance. When making a reservation, the Buyer must inform the hotel that they intend to redeem a voucher and provide the unique voucher code. If the reservation is cancelled less than 24 hours in advance, or if no one arrives to redeem the reserved service, the voucher will be forfeited. The Seller may, at its discretion, make exceptions to this rule in justified cases (e.g., if the guest fails to show due to death, serious injury, etc.).

**7.5** Any special arrangements regarding reservation dates must be made directly with the facility where the voucher is to be redeemed.

## **8. OTHER RIGHTS AND OBLIGATIONS OF THE CONTRACTING PARTIES**

**8.1** The Buyer acknowledges that the software and other components of the Web Interface (including photographs and other content) are protected by copyright. The Buyer undertakes not to engage in any activity that could enable the Buyer or third parties to interfere with or unlawfully use the software or other components of the Web Interface.

**8.2** The Buyer is not entitled to use any mechanisms, software, or other procedures when using the Web Interface that could negatively affect its operation. The Web Interface may only be used to the extent that does not infringe upon the rights of other customers of the Seller and is consistent with its intended purpose.

**8.3** The Buyer acknowledges that the Seller is not liable for any errors resulting from third-party interference with the website or from the website being used in a manner contrary to its intended purpose.

## **9. PROTECTION OF PERSONAL DATA AND COMMERCIAL COMMUNICATIONS**

**9.1** The processing of the Buyer's personal data in connection with the conclusion of the Purchase Agreement and the sending of commercial communications is carried out by the Seller in accordance with its Privacy Policy, which is available on the Seller's website.

## **10. DELIVERY**

**10.1** Unless otherwise agreed, all correspondence related to the purchase agreement must be delivered to the other contracting party in writing, either by email, through a data mailbox, personally, or by registered mail via a postal service provider (at the sender's discretion). Delivery to the Buyer shall be made to the email address provided by the Buyer in the order form.

**10.2** A message is considered delivered:

- i) in the case of delivery by email, at the moment it is received on the incoming mail server; the integrity of messages sent by email may be ensured by a certificate;
- ii) in the case of delivery via a data mailbox, at the moment specified by the legal regulations governing the data mailbox system;
- iii) in the case of personal delivery or delivery via a postal service provider, at the moment when the document enters the recipient's sphere of control, i.e., when the recipient had the opportunity to become acquainted with it, regardless of when or whether they actually did so.

## **11. FINAL PROVISIONS**

**11.1** Relations and any disputes arising from or in connection with the purchase contract shall be governed exclusively by the laws of the Czech Republic and shall be resolved by the competent courts of the Czech Republic. All complaints may be sent to the seller's email address: [eshop@hoteljalta.com](mailto:eshop@hoteljalta.com).

**11.2** In the event of a dispute arising from the purchase contract between the seller and the buyer that cannot be resolved by mutual agreement, the buyer may submit a proposal for out-of-court dispute resolution to the designated entity for out-of-court consumer dispute resolution, which is: Czech Trade Inspection Authority  
Central Inspectorate – ADR Department  
Štěpánská 15,  
120 00 Prague  
Email: [adr@coi.cz](mailto:adr@coi.cz)  
Website: [adr.coi.cz](http://adr.coi.cz)

**11.3** The buyer may also use the online dispute resolution platform established by the European Commission at <http://ec.europa.eu/consumers/odr/>.

**11.4** The contract is concluded in the Czech language. In case a translation of the purchase contract text is provided for the buyer's needs, the Czech language version shall prevail in case of any dispute regarding the interpretation of terms.

**11.5** The seller is authorized to sell goods based on a trade license, and the seller's activity is not subject to any other permits. Trade supervision is carried out within its scope by the relevant trade licensing office.

**11.6** Should any provision of these Terms and Conditions be invalid or ineffective, or become so, the invalid provision shall be replaced by a provision that most closely corresponds to the intent of the invalid provision. The invalidity or ineffectiveness of one provision does not affect the validity of the remaining provisions. Amendments and supplements to the purchase contract or Terms and Conditions require written form, which is also fulfilled by email communication.

**11.7** The purchase contract, including the Terms and Conditions, is archived by the seller in electronic form and is not publicly accessible.

**11.8** Seller's contact details:

i) Delivery address: Václavské náměstí 818/45, Prague 1, Postal Code 110 00

ii) Email address: [eshop@hoteljalta.com](mailto:eshop@hoteljalta.com)

iii) Telephone number: +420 222 822 888

**11.9** These Terms and Conditions, including their parts, are valid and effective from January 1, 2025, and replace the previous versions of the Terms and Conditions, which are available electronically at [www.hoteljalta.com](http://www.hoteljalta.com).

**11.10** For vouchers purchased before these Terms and Conditions came into effect, the Terms and Conditions valid at the time of voucher purchase shall apply; however, the buyer has the right to invoke these new Terms and Conditions if it is more advantageous for them.