

General Terms and Conditions and Privacy Policy

1. Legal information about Prague Residences

Company: Prague Port s.r.o, Na Parukářce 2772/3, 130 00 Praha 3, Czech Republic

ID No.: 27213358

VT No.: CZ27213358

Contact details for data protection: booking@pragueresidences.com

2. General information on the sale of gift vouchers

2.1 These Terms and Conditions (hereinafter referred to as "Terms and Conditions") of Prague Port s.r.o. with registered office: Na Parukářce 2772/3, 130 00 Praha 3, Czech Republic, ID No.: 27213358 (hereinafter referred to as the "Seller") regulate the mutual rights and obligations of the parties arising in connection with or on the basis of a purchase contract (hereinafter referred to as the "Purchase Contract") concluded between the Seller and a natural or legal person (hereinafter referred to as the "Buyer") through the Seller's website at www.pragueresidences.com for the purpose of on-line purchase of gift vouchers (hereinafter referred to as the "Goods" or "Voucher/Vouchers").

2.2 The Terms and Conditions further regulate the rights and obligations of the parties when using the web Seller's website located at www.pragueresidences.com (hereinafter referred to as the "Website") and other related legal relations. The Terms and Conditions do not apply to cases where a person who has in intends to purchase goods from the Seller, acts in the course of ordering goods in the course of his or her business activity.

2.3 The provisions of the Terms and Conditions are an integral part of the Purchase Agreement. By sending order(s), the buyer confirms that he/she has read these terms and conditions and that he/she agrees to these terms and conditions. The Purchase Contract and the Terms and Conditions are drawn up in the English and Czech language.

2.4 The Seller reserves the right to amend and supplement the terms and conditions. This provision does not affect the rights and obligations arising during the validity of the previous version of the Terms and Conditions. It is the Buyer's obligation to familiarise himself with the wording of the Terms and Conditions and any amendments thereto before each purchase.

3. Goods

3.1 The Seller offers on the Website:

- value vouchers from 50 EUR to pay for services in the Prague Residences hotel chain
- vouchers for breakfast in Prague, which can be used to pay for services in the restaurant "Fat Cat" of the hotel "Palác U Kočků" (Palace At the Cats).

3.2 Vouchers:

- are valuables;

- contain a unique identification code;
- can be used only once;
- cannot be exchanged for cash;
- cannot be replaced if lost.

4. Conclusion of the purchase contract

4.1 The web interface of the shop contains a list of goods offered for sale by the Seller, including the prices of the individual goods offered. The offer for sale of the goods and the prices of these goods shall remain valid for as long as they are displayed in the web interface of the Shop. Hereby provision does not limit the seller's ability to conclude a purchase contract under individually agreed terms and conditions.

4.2 The web interface of the shop also contains information on the costs associated with packaging and delivery of the goods.

4.3 The buyer may conclude the purchase contract by accepting the proposal to conclude the contract on the web interface of the shop. To order the goods, the buyer fills in the online order form on the web interface of the e-shop. This order process and the subsequent order contains:

- a) the buyer places the ordered goods (voucher(s)) in the electronic shopping cart of the web interface of the shop.
- b) the method of payment of the purchase price of the goods and the selected method of delivery of the ordered goods.
- c) information on the costs associated with the delivery of the goods.

4.4 Before sending the order to the Seller, the Buyer may change and update the information, if necessary, and those details which the Buyer has provided in the order. The Buyer sends the order by clicking on "Send Order" in the ordering process on the web interface of the shop.

By submitting an order, the Buyer warrants that:

- all information provided to the Seller for the purpose of ordering the goods is correct (data stated in the order are considered correct by the Seller);
- he/she is authorised to use a credit or debit card (hereinafter referred to as "payment card") and has sufficient resources to cover the cost of the goods ordered.

4.5 Upon receipt of the order, the seller will confirm the order to the buyer and the conclusion of the purchase contract by e-mail to the address specified by the Buyer in the order. The purchase contract is concluded by sending the order by the Buyer (after sending information on the method of delivery of vouchers) and by delivery receipt of the order (confirmation) sent by the Seller to the Buyer's electronic address. For any The Seller shall not be liable for any errors in data transmission.

4.6 The Seller is always entitled, depending on the nature of the order (quantity of goods, amount of the purchase price) to ask the buyer for additional confirmation of the order in a trustworthy manner (for example in writing or by telephone). In case of refusal of confirmation by the Buyer, the Seller considers the order as invalid.

4.7 The Buyer acknowledges that the Seller is not obliged to conclude the Purchase Contract, in particular:

- a) with persons who have previously materially breached the purchase contract (including commercial terms and conditions),
- b) in the event that the Buyer orders goods at a price published in error due to an error in the web the shop interface.

4.8 The Seller reserves the right to refuse an order or part thereof in cases where a significant the price of the offered goods has changed in a significant way. In the event that such a situation arises, the Seller shall immediately contact the Buyer in order to agree on further action. In the event that the buyer has already paid the purchase price, this will be refunded.

4.9. The Seller reserves the right to declare the Purchase Contract null and void if there is misuse of personal data or due to the intervention of an administrative or judicial authority; such action inform the buyer. The Buyer acknowledges that in these cases, the Purchase Contract cannot validly arise.

4.10. The Buyer agrees to the use of remote means of communication for the conclusion of the Purchase Contract. Costs incurred by the Buyer in the use of distance communication in connection with the conclusion of the purchase contract (internet connection costs, telephone call costs) shall be borne by the buyer.

4.11. With regard to the protection of ordering information, the website uses a software package known as Secured Sockets Layer (SSL), which is indicated by a lock that appears in the bottom right corner of the of the web browser (the grey border area of the screen).

5. Price of goods and payment terms

5.1 Prices listed for individual goods:

- a) are final, i.e. including value added tax and any other taxes and charges which must the buyer must pay in order to obtain the goods;
- b) include any delivery costs (postage)
- c) do not include any local tax on the stay or holiday fee.

5.2. Prices are valid at the time of ordering. Special prices are valid while stocks last, if the number of stock of the promotional goods or for the period of time specified. Seller reserves the right to make typographical errors and price changes in the event of a change in exchange rates, significant increases in inflation or significant changes in supplier terms and conditions from subcontractors.

5.3 Any discounts on the price of the goods granted by the Seller to the Buyer cannot be combined.

5.4 The price of the goods and any costs associated with the delivery of the goods under the contract of sale may be paid by the buyer to the Seller in the following ways:

- a) by credit card via the GPE secure online payment gateway (we accept credit cards MasterCard, VISA, VISA Electron, Maestro);
- b) by cashless payment to the Seller's account held at the bank ČSOB, CZK: 209750291/0300 and EUR: 289902741/0300, IBAN: CZ10 0300 0000 0002 8990 2741, SWIFT: CEKOCZPP. In case of non-

cash payment, the purchase price is payable within five (5) working days from the date of conclusion of the purchase contract.

In case of non-cash payment, the buyer is obliged to pay the purchase price of the goods together with the indication of the variable symbol of the payment, which is the order number. In the case of non-cash payment, the obligation is of the buyer to pay the purchase price is fulfilled at the moment of crediting the relevant amount to the seller's account.

Any services ordered in excess of the ordered vouchers shall be paid for by the Buyer himself at the hotel, either in cash or by credit card.

5.5. If it is customary in the course of business or if it is provided for by generally binding legal regulations, the Seller shall issue a tax document to the Buyer in respect of payments made under the Purchase Contract - invoice. The Seller is liable for value added tax. The tax document - invoice shall be issued by the Seller to the Buyer upon request after payment of the price of the goods and send it in electronic form to the electronic address of the buyer.

5.6 Together with the purchase price, the buyer is also obliged to pay the seller the costs associated with packaging and delivery of the goods. Unless expressly stated otherwise, the purchase price shall also include the costs of associated with the delivery of the goods in the event that the Buyer chooses to send the voucher by post in gift wrapping.

Price list for distribution of goods:

Czech Post - registered mail in a gift pack 350,- CZK

Abroad - registered mail in a gift pack 500,- CZK (20 EUR)

6. Delivery of ordered goods

6.1 The ordered goods are dispatched immediately to the buyer's email after payment electronically via payment gateway. In the case of ordering goods including gift wrapping, which is sent by post, the goods are dispatched within three (3) working days after the order confirmation. The Seller shall not be liable for any delays in delivery times that may occur on the part of the Czech Post. The Buyer acknowledges that delivery times may be longer during holidays and vacation periods.

6.2. The risk of damage to the goods passes to the buyer upon acceptance of the goods. The same consequence shall apply if he does not take over the goods. if the buyer takes possession of the goods even though the seller has allowed him to dispose of them.

6.3 The Seller shall hand over the goods to the Buyer, as well as the documents relating to the goods, and shall allow the Buyer to take possession of the goods in accordance with the Contract.

6.4 The method of delivery of the Goods shall be determined by the Seller, unless otherwise specified in the Purchase Contract. In the event that the method of delivery is agreed on the basis of the buyer's request (the carrier is determined by the buyer without having been offered by the seller), the buyer bears the risk and any additional costs associated with this method transport. In such a case, the seller shall hand over the goods to the buyer by handing them over to the first carrier for the first carrier for carriage to the Buyer and shall allow the Buyer to exercise its rights under the contract of carriage against the carrier.

6.5 The Seller shall fulfil the obligation to hand over the goods to the Buyer, if the Seller allows the Buyer to dispose of the goods at the place of performance specified in the contract of sale and notifies him in time.

6.6 If the seller is obliged under the contract of sale to deliver (dispatch) the goods to the place specified by the buyer in the order, the seller shall hand over the goods to the buyer as soon as the goods have been handed over to the buyer by the carrier.

6.7 If, for reasons on the Buyer's side, it is necessary to deliver the goods repeatedly or by other in a manner other than that specified in the order, the buyer shall pay the costs associated with repeated delivery of the goods, or the costs associated with a different method of delivery.

6.8 If it is not agreed how the goods are to be packed, the Seller shall pack the goods according to custom; if not, then in a manner necessary for the preservation and protection of the goods. In the same way the seller shall provide the goods for carriage.

6.9 On receipt of the goods from the carrier, the buyer shall check the integrity of the packaging of the goods and in any defects, notify the carrier immediately. In the event that the packaging is found to be damaged indicating that the shipment has been tampered with, the buyer may not accept the shipment from the carrier.

By signing the delivery note, the buyer confirms that the shipment of goods has met all conditions and requirements and any subsequent complaint regarding a breach of the packaging of the consignment cannot be taken into account.

7. Withdrawal from the Purchase Agreement

7.1 In accordance with the provisions of § 1829, paragraph 1 of the Civil Code, the Buyer has the right to withdraw from the purchase contract. without giving any reason within fourteen (14) days of receipt of the goods or within fourteen (14) days from the date of receipt of the last delivery of the goods, if several types of goods are delivered or delivery of several parts. The notice of withdrawal from the purchase contract must be given to the seller demonstrably sent no later than the last day of the 14-day period, either to the seller's address or to the seller's e-mail address.

7.2 The Buyer acknowledges that according to the provisions of Section 1837, letter j) of Act No. 89/2012 Coll., Civil Code, as amended (hereinafter referred to as the "Civil Code"), it is not possible to withdraw from the contract for accommodation, transport, catering or leisure activities if the entrepreneur provides these services in the specified time.

8. Rules for the use of ordered goods

8.1 Vouchers are valid for 12 months from the date of purchase, unless a specific redemption date is specified voucher (e.g. date of stay). The specific expiry date is indicated on the goods. The goods can be redeemed on any date specified in the validity period of the goods according to the capacity of the selected hotel and after confirmation of the date by the hotel. If the voucher is not used within this period, it is forfeited without refund. The hotel has the right to refuse the voucher.

8.2 The purchased voucher cannot be cancelled.

8.3 In the case of hotel vouchers, the content of the voucher is fixed and cannot be changed for other vouchers. services within the scope of the services provided by the Seller.

8.4 If, in the case of value vouchers, the price of the services selected exceeds the amount of the voucher, it can be paid in cash.

8.5 The owner's name is not marked on the goods, they can be claimed by the person who hands them over on the spot at the point of redemption. Photocopies are not accepted.

8.6. The use of services according to the voucher must be booked in advance and the reservation must be made with a notice of the use goods. Cancellations made with less than 24 hours' notice or if the booked date will result in the voucher being cancelled.

8.7 Any special arrangements for booking appointments must be made directly with the selected hotel. The Seller recommends reconfirming all arrangements directly with the hotel for a few days prior to the execution, thus avoiding any inconvenience.

8.8 The voucher must be used once, continuous use of services is not possible. In the case of the full value of the voucher is not used, no refund will be given.

8.9 The Seller undertakes to provide the services for which the goods have been purchased in accordance with the description on the website www.pragueresidences.com and always with sufficient competence and care. The Seller shall hereby does not undertake any other warranties.

9. Other rights and obligations of the parties

9.1 The Buyer acknowledges that the software and other components comprising the web interface (including photographs of the goods offered) are protected by copyright. The Buyer agrees to, not to engage in any activity that may enable him or third parties to unauthorised interference with or unauthorised use of the software or other components of the web interface of the shop.

9.2 The Buyer is not entitled to use the mechanisms when using the web interface of the shop, software or other procedures that could adversely affect the operation of the web interface of the Shop. The web interface of the shop may only be used to the extent that it is not detrimental to the rights of other customers of the Seller and which is consistent with its intended use.

9.3 The Seller shall not be bound by any codes of conduct in relation to the Buyer within the meaning of § 1826, paragraph 1, letter e) of the Civil Code.

9.4 The Buyer acknowledges that the Seller shall not be liable for defects resulting from the intervention of third parties to the website or as a result of use of the website contrary to its intended use.

10. Delivery

10.1 Unless otherwise agreed, all correspondence relating to the Purchase Contract must be delivered to the other party in writing, by electronic mail, in person or by registered mail via a postal service provider. The Buyer shall be served at the electronic address e-mail address specified in the order.

10.2 The message is delivered:

a) in the case of delivery by electronic mail, at the moment of its receipt on the incoming mail server; the integrity of messages sent by electronic mail may be ensured by a certificate,

b) in the case of delivery by hand or by a postal service provider, on receipt of the item by the addressee,

c) in the case of personal delivery or delivery by a postal service provider, also by refusal acceptance of the consignment, if the addressee (or the person authorised to accept the consignment on his behalf) refuses to accept the consignment,

d) in the case of service through a postal service provider, by the expiry of a period of ten (10) days from the deposit of the consignment and the giving of a notice to the addressee to take delivery of the deposited consignment, if the consignment is deposited with the postal service operator, even if the addressee has not been informed of the deposit.

11. Final information

11.1 Relationships and any disputes arising under or in connection with the Contract shall be governed exclusively by the law of the Czech Republic and shall be settled by the competent courts of the Czech Republic.

11.2 In the event of a dispute arising out of 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 a designated entity to a designated consumer dispute resolution entity, which is:

Czech Trade Inspection Authority
Central Inspectorate - ADR Department
Štěpánská 15, 120 00 Prague
Email: adr@coi.cz, Website: adr.coi.cz

Before proceeding to out-of-court dispute resolution, the seller recommends the following to resolve the dispute to resolve the situation.

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. If a translation of the text arises for the Buyer's needs of the contract, the interpretation of the contract in the Czech language shall apply in the event of a dispute over the interpretation of terms.

11.5 The Seller is entitled to sell goods on the basis of a trade licence and the activity of the Seller is not subject to any other authorisation. Trade control is carried out by the Seller within the scope of its competence the competent trade licensing authority.

11.6 If any provision of the Terms and Conditions is invalid or ineffective, or such becomes invalid, the invalid provision shall be replaced by a provision the meaning of which is equivalent to the invalid provision as nearly as possible. The invalidity or ineffectiveness of a provision shall not affect the validity of the other provisions. Amendments and supplements to the contract of sale or the terms and conditions shall require the written form.

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 Contact details of the Seller:

a) Delivery address: Prague Residences, Jilská 9, 110 00 Prague 1

b) e-mail address: booking@pragueresidences.com; telephone +420 222 743 781.

11.9 These Terms and Conditions including their components are valid and effective from 1.10.2022.

12. Privacy Policy

This privacy policy relates to our website. With all personal data, you provide to us will be treated in accordance with appropriate security and confidentiality policies and in accordance with the General Data Protection Regulation 2016/679 and the relevant national legislation.

On what legal basis do we collect and process information about you?

- We have information about you so that we can provide you with why you want to be with us to work with us, that is, to help those you are helping in their current situation. Alternatively, so that we can keep you informed about what the latest developments are in our project. Processed by Your following data:

Email:

Of course, you can also withdraw your consent at any time by sending a withdrawal request to email: booking@pragueresidences.com .

- If you have subscribed to our mailing list, we collect data to keep you informed about news and special offers.

What information do we collect about you?

- To register we require your name, address, email address or phone number. We will also collect other information you provide, such as details or special requests.
- If you have subscribed to our mailing list, we collect your name and email address, to inform you about special offers or other news.
- We may collect vouchers on the website and during online booking and online purchase cookies. Please see below for details of our cookie collection policy.

What to do if you do not want to provide your personal information?

- If you do not want to provide the information that is requested in the registration or online payment process, you will not be able to complete the relevant process and we recommend that you contact us directly.
- If you do not want us to collect information using cookies, please see below information about cookies.

How do we use your information?

- To complete or support an activity, e.g. registration.

- For statistical purposes to enable further improvements.
- Your consent will be required if further processing is carried out.

Who has access to some or all of the information collected?

- Our web master, its affiliates and subsidiaries.
- Third parties we use to assist with our marketing activities such as our mailing list.
- Some third parties have access to your cookies. For more details, please see Cookie Policy below. Such third parties may store and process this data outside the EU.
- Financial clearing services, including financial payment providers, that are unlikely to share our privacy policy, will have access to credit card information from time to time, to facilitate the booking process.
- Legal authorities where necessary.

Is your data safe?

- We have secure systems and procedures for storing data.

What are your rights?

- You have the right to request access to any data we hold about you.
- You have the right to request that we amend the data we hold about you.
- You have the right to request deletion of the data we hold about you; please note that deletion some data may affect the provision of our services.
- You have the right to data portability; this means that you can ask for data to be provided in a suitable format.
- Where consent has been given to the collection and processing of your personal data, you have the right to consent when login details, language, font size and other display preferences) for a certain period of time, so that you do not have to re-enter them whenever you return to the website or browse individual sections. There are several different types of cookies, each with a different purpose. Some For example, cookies are used to remember user actions, to identify the user or for online behavioural advertising.

What types of cookies can be used?

Necessary Cookies

Necessary cookies are needed to enable you to move around the website and use its features. We use these cookies to enable services that you have specifically requested you have requested.

Performance Cookies

Performance cookies are cookies that collect information about how a website is used by the user, such as which sections users visit most. We use these cookies to anonymously collect information about the sections you have visited.

Functional Cookies

Functional cookies are cookies that allow a website to remember a user's preferences (name, address, language). We use these cookies to remember user preferences for improve the user experience.

Advertising Cookies

Advertising cookies are cookies that are used to deliver ads that are more relevant to the user's interests. They remember that the user has visited the website before. They are often associated with website functionality. We use these cookies to collect information about your browsing habits browsing the website to make advertising relevant to you and your interests.

Tailored advertising

If you have cookies enabled on your device, we will show you ads on our website. Google and third parties show our ads on various websites. If you have cookies enabled, you may see advertising for these websites on other websites.

Third party cookies

We may install third party cookies on our website. Cookies Third party cookies are cookies that are set by a domain other than the website that the user is viewing. If a user visits a website and another entity sets a cookie on that website, it is a third party cookie.