

# General Business Terms and Conditions and Personal Data Protection

## 1. Legal information about the PYTLOUN HOTELS e-shop

**Company name:** PGHI Management s.r.o.

**Address:** v1.máj 757/29, 460 07 Liberec, Czech Republic

**ID No.:** 09309349

**TIN:** CZ09309349

**Contact information for personal data protection:** [imperial@pytloun-hotels.cz](mailto:imperial@pytloun-hotels.cz)

## 2. General information about gift certificate sales

**2.1.** These business terms and conditions (hereinafter referred to as “Business Terms and Conditions”) of PGHI Management s.r.o., having its registered office at: 1.máj 757/29, Liberec, ID No.: 09309349 (hereinafter referred to as the “Seller”) regulate mutual rights and obligations of the parties arising in connection with or on the basis of a purchase agreement (hereinafter referred to as “Purchase Agreement”) concluded by and between the Seller and a natural or legal entity (hereinafter referred to as the “Buyer”) via the Seller’s website at [www.pytloun-hotels.cz](http://www.pytloun-hotels.cz) for the on-line purchase of accommodation Vouchers (hereinafter referred to as “Goods” or “Voucher/Vouchers”).

**2.2.** Furthermore, these Business Terms and Conditions regulate the rights and obligations of the contractual parties in the use of the Seller’s website located at [www.pytloun-hotels.cz](http://www.pytloun-hotels.cz) (hereinafter referred to as the “Website”) and other related legal relations. The Business Terms and Conditions do not apply to cases when a person intending to purchase Goods from the Seller is acting in the course of its business when ordering the Goods.

**2.3.** The provisions of the Business Terms and Conditions constitute an integral part of the Purchase Agreement. By submitting an order/orders, the Buyer confirms that he/it has become acquainted with these Business Terms and Conditions and agrees to them. The Purchase Agreement and the Business Terms and Conditions have been drawn up in the Czech language.

**2.4.** The Seller reserves the right to amend and supplement these Business Terms and Conditions. This provision shall not prejudice the rights and obligations arising while the previous version of the Business Terms and Conditions was in effect. The Buyer is obliged to become acquainted with the Business Terms and Conditions and any of their amendments prior to each purchase.

## 3. Goods

**3.1.** The Seller offers on its Website:

- Value-vouchers in the value of CZK 500, which can be used to pay for services used at hotels, restaurants, or wellness service centres from the PYTLOUN HOTELS network.
- Vouchers for specific stays, for the use of hotel and wellness services at a specific hotel.

**3.2.** Vouchers:

- Are valuables;
- Feature a unique identification code;
- May only be redeemed once;
- Cannot be exchanged for cash;
- Cannot be replaced when lost.

#### **4. Conclusion of a Purchase Agreement**

**4.1.** The web interface of the shop features a list of Goods offered for sale by the Seller, including a listing of the prices of individual Goods offered. The offer of the sale of Goods and the prices of those Goods remain valid for the time for which they are displayed on the shop's web interface. This provision does not restrict the possibility of the Seller entering into a Purchase Agreement subject to individually agreed conditions.

**4.2.** Furthermore, the shop's web interface also features information about the costs related to the packaging and delivery of Goods.

**4.3.** The Buyer may enter into a Purchase Agreement by accepting a proposal for the conclusion of the agreement on the shop's web interface. To order Goods, the Buyer completes an on-line order form on the web interface of the electronic shop. This order process and subsequent order state:

- a) The Goods being ordered (Voucher/Vouchers), which the Buyer places in an electronic shopping basket on the shop's web interface;
- b) The method of payment for the purchase price of the Goods and the selected method of delivery of the Goods ordered.
- c) information about the costs related to the delivery of the Goods.

**4.4.** Prior to the submission of an order to the Seller, the Buyer may change and update the data entered by him/it in the order. The Buyer submits an order by clicking on "Submit Order" in the order process on the shop's web interface.

By submitting an order, the Buyer guarantees that:

- All of the information provided to the Seller for the purpose of ordering Goods is correct (the information stated in the order shall be considered correct by the Seller);
- He/it is authorised to use a credit or debit card (hereinafter referred to as "Payment Card") and has sufficient resources for covering the costs of the Goods ordered.

**4.5.** After receiving an order, the Seller confirms to the Buyer the order and the conclusion of a Purchase Agreement by electronic post, at the address stated by the Buyer in the order. A Purchase Agreement is concluded by the submission of an order by the Buyer (having submitted information about the Voucher delivery method) and the delivery of the purchase order acceptance (confirmation) which the Seller will send to the Buyer's electronic address. The Seller shall not be liable for any errors in data transmission.

**4.6.** Depending on the nature of the order (volume of Goods, purchase price amount), the Seller shall always be entitled to ask the Buyer for a subsequent confirmation of the order in a trustworthy manner (e.g., in writing or by telephone). Should the Buyer refuse to confirm, the Seller shall consider the order invalid.

**4.7.** The Buyer understands that the Seller is not obliged to enter into a Purchase Agreement, in particular:

- a) With persons that previously materially breaches a Purchase Agreement (including the Business Terms and Conditions);
- b) In the event that the Buyer ordered Goods for a price published mistakenly due to an error of the shop's web interface.

**4.8.** The Seller reserves the right to refuse an order or a part thereof in cases when the price of the Goods offered has changed significantly. Should such a situation occur, the Seller shall inform the

Buyer without delay in order to agree on the resolution of the matter. If the Buyer has already paid the purchase price, it shall be refunded to him/it.

**4.9.** The Seller reserves the right to declare that a Purchase Agreement has not been entered into validly if personal data has been abused or in the event of an intervention of an administrative or judicial body; it shall inform the Buyer thereof. The Buyer understands that in those cases, the Purchase Agreement cannot be validly entered into.

**4.10.** The Buyer agrees to the use of remote means of communication in the conclusion of a Purchase Agreement. The costs incurred by the Buyer in the use of remote means of communication in connection with the conclusion of the Purchase Agreement (the costs of an Internet connection, the costs of telephone calls) shall be borne by the Buyer.

**4.11.** With a view to information protection during the order process, the Website uses a software package known as Secured Sockets Layer (SSL) which is marked by a padlock that appears in the bottom right-hand corner of a web browser (grey rim of the screen).

## **5. The price of the Goods and payment conditions**

**5.1.** The prices stated for individual Goods:

- a) Are final, i.e., inclusive of value-added tax and any other taxes and fees that the Buyer must pay to obtain the Goods;
- b) Include any costs of the delivery of the Goods (postage)
- c) Do not include local accommodation or recreation fees.

**5.2.** The prices are valid at the time when the Goods are ordered. Special prices apply for as long as supplies last if the number of special-price Goods is stated, or for a limited period of time. The Seller reserves the right to refer to errors in print and to changes in prices in the event of changes in currency exchange rate, in the event of significant inflation growth, or in the event of a significant changes in supplier conditions of its subcontractors.

**5.3.** Discounts from the price of Goods provided by the Seller to the Buyer cannot be combined.

**5.4.** The Buyer can pay the price of the Goods and any costs related to the delivery of the Goods pursuant to the Purchase Agreement to the Seller through the following means:

- a) Payment card on the Internet via a secured GPE payment gateway (we accept MasterCard, VISA, VISA Electron, Maestro payment cards);
- b) Cashless payment to the Seller's account kept at Komerční banka a.s., CZK 123-2158390247/0100 and at ČSOB EUR: 294169230/0300, IBAN: CZ67 0300 0000 0002 9416 9230, SWIFT: CEKOCZPP.

In the case of a cashless payment, the purchase price is payable within five (5) business days of the date of the conclusion of the Purchase Agreement.

In the case of a cashless payment, the Buyer shall pay the purchase price of the Goods, stating the order number as the variable symbol of the payment. In the event of a cashless payment, the Buyer's obligation to pay the purchase price is met once the relevant amount is credited to the Seller's account.

The Buyer shall pay for any services ordered beyond the scope of the Vouchers ordered himself at the hotel, either in cash or by payment card.

**5.5.** If it is customary in business relations or if it is prescribed by generally binding legislation, the Seller shall issue a tax document – invoice for the payments made on the basis of the Purchase Agreement. The Seller is a value-added taxpayer. The Seller shall issue a tax document – invoice for

the Buyer upon request after the price of the Goods is paid and shall send it in electronic form to the Buyer's electronic address.

**5.6.** With the purchase price, the Buyer shall pay to the Seller the costs related to the packaging and delivery of the Goods. Unless explicitly stated otherwise, the term purchase price shall be deemed to include the costs related to the delivery of the Goods if the Buyer chooses to have the Voucher sent by post in a gift-wrapped form.

Prices of the distribution of the Goods:

Czech Post (Česká pošta) – registered, gift-wrapped form – CZK 350

Abroad – registered CZK 500 (EUR 20)

## **6. Delivery of the Goods ordered**

**6.1.** The Goods ordered are shipped immediately to the Buyer's e-mail, following an electronic payment via a payment gateway.

If Goods are ordered inclusive of gift-wrapping and are to be sent by post, the Goods shall be shipped within three (3) business days of the confirmation of the order. The Seller shall not bear any liability for any delay in delivery periods that may occur on the part of Czech Post (Česká pošta). The Buyer understands that delivery periods during holidays and vacations may be longer.

**6.2.** The risk of damage to the Goods shall transfer to the Buyer upon the acceptance of the Goods. The same effects shall occur should the Buyer fail to accept the Goods even though the Seller placed the Goods at the Buyer's disposal.

**6.3.** The Seller shall hand over to the Buyer the Goods as well as any and all documents related to the Goods and enable the Buyer to take ownership of the Goods in line with the agreement.

**6.4.** The method of delivery of the Goods shall be determined by the Seller unless otherwise stipulated in the Purchase Agreement. Should the delivery method be stipulated on the basis of the Buyer's request (the Buyer determines the carrier without the Seller offering the carrier), the Buyer shall bear the risk and any extra costs related to this method of delivery. In that case, the Seller shall hand the Goods to the Buyer by handing them over to the first carrier for shipment to the Buyer and shall enable the Buyer to exercise rights arising from the transport agreement with respect to the carrier.

**6.5.** The Seller shall comply with its obligation to hand the Goods over to the Buyer if it makes it possible for the Buyer to make dispositions with the item at the place of performance specified in the Purchase Agreement and informs the Buyer thereof in a timely manner.

**6.6.** If the Seller is, pursuant to the Purchase Agreement, obliged to deliver (send) the Goods to a place specified by the Buyer in the order, the Seller shall be deemed to have handed the Goods over to the Buyer once the Goods have been handed over to the Buyer by the carrier.

**6.7.** If repeated attempts must be made for the delivery of the Goods for reasons on the Buyer's part or a different delivery method used than that stated in the order, the Buyer shall pay the costs related to repeated delivery of the Goods or the costs related to a different delivery method.

**6.8.** If no agreement is made as to the packaging of the Goods, the Seller shall package the Goods in the customary manner; if there is no such customary manner, then in the manner required for preserving the Goods and for their protection. The Seller shall equip the item identically for carriage.

**6.9.** When accepting the Goods from the carrier, the Buyer shall check the integrity of the packaging of the Goods and in the event of any defects report this to the carrier immediately. If a break in the packaging is detected indicating unauthorised tampering with the shipment, the Buyer is not obliged to accept the shipment from the carrier. By signing the delivery document, the Buyer confirms that the shipment of the Goods complied with all of the conditions and requirements and no later claims concerning the integrity of the packaging of the shipment shall be recognised.

## **7. Withdrawal from the Purchase Agreement**

**7.1.** In line with the provisions of Section 1829(1) of the Civil Code, the Buyer shall be entitled to withdraw from the Purchase Agreement without cause within fourteen (14) days of the acceptance of the Goods or within fourteen (14) days of the acceptance of the last delivery of the Goods if the subject of delivery are several kinds of Goods or the delivery of several parts. A notice of withdrawal from the Purchase Agreement must be demonstrably sent to the Seller no later than on the last day of the fourteen-day period to the Seller's address or to the Seller's electronic post address.

**7.2.** The Buyer understands that pursuant to Section 1837(j) of Act No. 89/2012 Coll., the Civil Code, as amended (hereinafter referred to as the "Civil Code"), it is not possible to withdraw from an agreement on accommodation, transport, dining, or leisure-time use if the entrepreneur is providing the performance during a designated period.

## **8. Rules for the use of the Goods ordered**

**8.1.** Vouchers are valid for 12 months from the date on which they were purchased unless a specific date for the use of the Voucher is stated (e.g., dates of the stay). The specific validity of the Goods is stated on the Goods. Goods may be used any time during the validity of the Goods, subject to the capacity of the hotel selected and subject to confirmation of the dates by the hotel. If a Voucher is not used during that time, it shall lapse without compensation. A hotel is entitled to refuse to grant a stay with the use of a voucher.

**8.2.** Once purchased, a Voucher cannot be cancelled.

**8.3.** In the case of hotel accommodation vouchers, the content of the Voucher is firmly set and it cannot be exchanged for other services from the portfolio of services provided by the Seller.

**8.4.** In the event of value-vouchers, if the price of the services selected exceeds the Voucher amount, it can be paid in cash.

**8.5.** The name of the holder is not stated on the Goods, which means that they can be claimed by any person who submits them at the place of use. Photocopies are not accepted.

**8.6.** Use of services on the basis of a Voucher must be reserved in advance and the fact that the Goods will be used must be stated while the reservation is being made. Reservation cancellation reported less than 24 hours in advance or a failure to appear at the reserved time results in the annulment of the Voucher.

**8.7.** Any and all special stipulations concerning date reservations must be made with the selected hotel directly. The Seller recommends that you reconfirm all arrangements with the hotel several days prior to the use of the services to prevent mishaps.

**8.8.** A Voucher must be used all at once, use of services on several occasions is not possible. If the entire value of a Voucher is not used, no substitute or compensation is provided.

**8.9.** The Seller undertakes to provide the services for which the Goods have been purchased in line with the description on the Website [www.pytloun-hotels.cz](http://www.pytloun-hotels.cz), always with sufficient competence and care. The Seller hereby does not grant any other warranties.

## **9. Other rights and obligations of the contractual parties**

**9.1.** The Buyer understands that the software and other components making up the shop's web interface (including photographs of the Goods offered) are copyright protected. The Buyer undertakes to not engage in any activity that may enable him/it or third parties to make unauthorised interventions or use of the software or other components making up the shop's web interface.

**9.2.** When using the shop's web interface, the Buyer is not authorised to use any mechanism, programs, or other procedures that may have an adverse impact on the operation of the shop's web interface. The shop's web interface may only be used to an extent that does not violate the rights of other customers of the Seller and that is in line with its designation.

**9.3.** The Seller is not bound by any codes of conduct in relation to the Buyer within the meaning of Section 1826(1) (e) of the Civil Code.

**9.4.** The Buyer understands that the Seller is not liable for any errors occurring due to third-party intervention in the Website or due to the use of the Website contrary to its designation.

## **10. Delivery**

**10.1.** Unless otherwise agreed, any and all correspondence related to the Purchase Agreement must be delivered to the other contractual party in writing, either by electronic mail, in person, or as a registered letter sent through a postal service operator. Mailings for the Buyer shall be delivered to the electronic mail address specified in the order.

**10.2.** A message has been delivered:

- a) In the event of delivery by electronic post once accepted by the outgoing mail server; the integrity of messages sent by electronic mail may be secured with a certificate;
- b) In the case of personal delivery or delivery through a postal services operator, upon the receipt of the mailing by the addressee;
- c) In the case of personal delivery or delivery through a postal services operator, also upon the refusal to accept the mailing if the addressee (or a person authorised to accept the mailing on its behalf) refuses to accept it;
- d) In the case of delivery through a postal services operator upon the expiration of ten (10) days from the depositing of the mailing and giving a notice to the addressee to accept a deposited mailing if a mailing is deposited with a postal services operator, even if the addressee does not learn of the depositing.

## **11. Concluding information**

**11.1.** The relations and any disputes that may arise on the basis of the agreement or in relation therewith shall be resolved exclusively pursuant to the laws of the Czech Republic and shall be resolved by competent courts of the Czech Republic.

**11.2.** In the event of a dispute arising from a Purchase Agreement between the Seller and the Buyer that is not resolved by an agreement of the parties, the Buyer may submit a request for an out-of-court settlement to a designated entity for out-of-court resolution of consumer disputes:

Czech Trade Inspection Authority  
Ústřední inspektorát – oddělení ADR  
Štěpánská 15, 120 00 Prague  
E-mail: [adr@coi.cz](mailto:adr@coi.cz), Web: [adr.coi.cz](http://adr.coi.cz)

Before out-of-court settlement is commenced, the Seller recommends that the Seller be contacted with a request for a resolution of the situation at hand.

**11.3.** Furthermore, the Buyer may use an on-line dispute resolution platform established by the European Commission at <http://ec.europa.eu/consumers/odr/>.

**11.4.** The Agreement is concluded in the Czech language. If a translation of the text of the Agreement is made for the Buyer's use, interpretation of the Agreement in the Czech language shall be used in the event of a dispute as to the interpretation of any terms.

**11.5.** The Seller is authorised to sell the Goods on the basis of a trade licence and the Seller's activities are not subject to any other permit procedures. Trade-licence inspections are carried out by the competent trade licensing authority within the sphere of its competence.

**11.6.** Should any of the provisions of the Business Terms and Conditions be or become invalid or ineffective, the invalid provisions shall be replaced with provisions whose meaning is as close as possible to that of the invalid provision. Invalidity or ineffectiveness of a single provision shall not prejudice the validity of any other provisions. Amendments and supplementations of the Purchase Agreement or of the Business Terms and Conditions must be made in writing.

**11.7.** The Purchase Agreement, including the Business Terms and Conditions, shall be archived by the Seller in electronic form and is not publicly accessible.

**11.8.** Seller's contact details:

a) Mailing address: 1.máje 757/26, 460 07 Liberec

b) Electronic mail address [imperial@pytloun-hotels.cz](mailto:imperial@pytloun-hotels.cz) ; telephone +420 608 822 822.

**11.8.** These Business Terms and Conditions and their parts shall be valid and effective from 1 May 2020.

## **12. Personal data protection**

These personal data protection principles are related to our website. All of the personal data you provide to us will be handled in accordance with the applicable security and confidentiality principles and in line with the General Data Protection Regulation (No. 2016/679) and applicable national legislation.

### **On the basis of what legal grounds do we collect and process information about you?**

- We have information about you in order to be able to provide to you the thing which you wish to obtain through cooperation with us, i.e., help you in your situation. And, potentially, in order to be able to inform you about news concerning our project. We process the following data about you:

E-mail:

You can naturally withdraw your consent any time, by sending a request for consent withdrawal by e-mail to: [imperial@pytloun-hotels.cz](mailto:imperial@pytloun-hotels.cz) .

- If you have signed up for our mailing list, we collect information in order to be able to inform you about new developments and special offers.

#### **What information do we collect about you?**

- For registration, we require your name, address, e-mail address, and potentially also your telephone number. We will collect any other data you provide to us, for example details and special requests.
- If you have signed up for our mailing list, we collect your name and e-mail address in order to be able to inform you about special offers and other new developments.
- On the Website and during on-line reservation and on-line Voucher purchase, we may collect cookies. For detailed information about the rules governing the collection of cookies, see below.

#### **What to do if you do not wish to provide your personal data?**

- If you do not wish to provide the data required during the registration or on-line payment process, you will not be able to complete the process concerned. In that case, we recommend that you contact us directly.
- If you do not want us to collect information using cookies, please consult the information about cookies below.

#### **How do we use your information?**

- For the completion or support of a specific activity, e.g., registration.
- For statistical use in order to permit further improvements.
- If further processing is intended, your consent will be requested.

#### **Who has access to some, or all of the information processed about you?**

- Our web master, its branches and its subsidiaries.
- Third parties that we use to help us with our marketing activities, such as our mailing list.
- Certain third parties have access to your cookies files. For further details, see the cookies rules below. Such third parties may retain and process the data outside of the EU.
- Financial clearance services, including financial payment providers who probably do not share our personal data protection principles, will have from time to time access to information about your credit card in order to facilitate the reservation process.
- Legal bodies, where necessary.

### **Is your data safe?**

- We have secured data storage systems and procedures.

### **What are your rights?**

- You are entitled to request access to any and all data we process with respect to you.
- You are entitled to a rectification of the data we process with respect to you.
- You are entitled to request deletion of the data we process with respect to you. Please understand that the deletion of certain data may have an impact on the provision of our services.
- You are entitled to data portability. That means that you can request the provision of data in a suitable format.

### **What types of cookies can be used?**

#### **Necessary Cookies**

Necessary cookies are required in order for you to be able to move around the Website and use its functions. We use those cookies to permit the services you have explicitly requested.

#### **Performance Cookies**

Performance cookies are cookies that collect information about the way a user uses a website, for example to learn which sections users visit the most. We use this type of cookies for collection of anonymised information about the sections you have visited.

#### **Functional Cookies**

Functional cookies are cookies that allow a website to remember user preferences (name, address, language). We use these cookies to remember user preferences in order to improve user experience.

#### **Advertising Cookies**

Advertising cookies are cookies used for the delivery of advertising more relevant to a user's interests. They remember that a user has visited the Website before. They are often linked to the functionality of the website. We use these cookies to collect information about your customs when browsing the Website in order to make advertising more relevant to you and your interests.

#### **Tailored advertising**

If you have permitted cookies on your device, we will display advertising of our Website. Google and third parties display our advertisements on various websites. If you have cookies on, you can see advertising for this Website on other websites.

#### **Third-party cookies**

We can install third-party cookies on our website. Third-party cookies are cookies set up by a domain other than the Website the viewer is currently browsing. If the user visits the Website and another entity sets up a cookie on the website, it is a third-party cookie.

### **Which cookies are used on the website?**

#### **Google cookies:**

Google cookies are third-party cookies controlled by Google which may be disclosed to Bookassist and to the hotel. For more information about Google cookies, see: <https://policies.google.com/technologies/cookies>

Google Analytics is a third-party performance cookie required for the service provide, which is used to collect information about the use of the Website. For more information about Google Analytics, see: <https://developers.google.com/analytics/devguides/collection/analyticsjs/cookie-usage?hl=en>

Google Remarketing is a third-party cookie for is a third-party and tailored advertising; it is not required for the provision of the service, it is used for displaying targeted advertising based on the user's interests.

Google Adwords is a third-party performance cookie; it is not required for the service being provided, it is used for collecting statistical data about use and conversion.

#### **Other third-party cookies:**

Facebook, Twitter, and Google+ are third-party cookies for social media sharing and are not required for the service provided. They are controlled by third parties.

Vimeo and Youtube are third-party cookies used for video viewing. They are not required for the service provided. They are controlled by third parties.

Will cookies be used for purposes other than those stated above?

Cookies will not be used for any purposes other than those stated above; nevertheless, these cookies principles may change from time to time. Therefore, it is your obligation to read the most current cookies rules whenever you use our services or visit our Website.

#### **How can you withdraw your consent to the collection of cookies?**

You can control and/or delete cookies as you wish – for details, see [www.aboutcookies.org](http://www.aboutcookies.org)

You can delete all cookie files that are already in your computer and set most browsers such as to prevent their placement. If you do so, you will probably have to manually adjust certain preferences every time you visit the Website and certain services and functions may not operate.

If you want to unsubscribe from the Google Analytics service, please visit the opt-out page of the service at

Google Analytics <https://tools.google.com/dlpage/gaoptout/>

If you want to unsubscribe from the Tailored Advertising service, please visit a page for unsubscribing from Tailored Advertising at <http://www.networkadvertising.org/choices/>

Please understand that when you block cookies, you may not be able to make full use of the functionalities of this website, in particular the booking system for completing your booking.

### **Your right to privacy?**

We respect your right to privacy. Any and all personal data provided by you on this Website shall be treated with a view to corresponding standards of security and confidentiality and in line with the General Data Protection Regulation (No. 2016/679) and with a view to applicable national legislation.

Should you require a copy of the personal data you have provided or should you wish to discuss them, have them corrected, or erased, please contact us. For further details, refer to our personal data protection principles specified above.

### **Changes of the principles**

We reserve the right to amend these principles from time to time and publish the amendments without a specific notice to Website users.