

GENERAL TERMS AND CONDITIONS No. 01/2023  
for the provision of accommodation services

## 1. INTRODUCTORY PROVISIONS

1.1 The business company Brno-Living.cz s.r.o., ID No.: 08480184, with its registered office at Brno, Starobrněnská 286/13, ZIP Code 602 00, registered in the Commercial Register maintained by the Regional Court in Brno, file no. C 113875, email: info@goodnite.cz, tel.: +420 530 334 330 (hereinafter also referred to as the "Accommodation Provider"), operates, among other things, in the field of providing accommodation services and related services.

1.2 These general terms and conditions (hereinafter also referred to as "GTC") govern the contractual relationship established between the Accommodation Provider and a natural or legal person (hereinafter also referred to as the "Guest"), the subject of which is the provision of accommodation services to the Guest.

1.3 Based on the concluded accommodation contract (hereinafter also referred to as the "Contract"), the Accommodation Provider provides the Guest with temporary accommodation (the right to use a designated accommodation space) for an agreed period for an agreed accommodation price, and possibly provides related services associated with accommodation, in accordance with these GTC and the relevant provisions of Act No. 89/2012 Coll., the Civil Code (especially Section 2326 et seq.), and further, if the Guest is a consumer, by Act No. 634/1992 Coll., on consumer protection. The provisions of these GTC apply if the parties do not agree otherwise in writing in the contract.

1.4 The GTC become part of every contractual relationship between the Accommodation Provider and the Guest, for example, based on a reference to the GTC in the Guest's order or its confirmation by the Accommodation Provider. The GTC become part of the contractual relationship even if the legal act does not contain an explicit reference to the GTC, but the Guest has received the GTC or could otherwise become acquainted with them.

1.5 The GTC are appropriately applied also for the regulation of the conduct of contractual negotiations before the establishment of the contractual relationship, or relationships arising from them, in case the contractual relationship does not come into existence and the potential Guest could have been aware of the GTC.

## 2. ESTABLISHMENT AND SUBJECT OF THE CONTRACTUAL RELATIONSHIP

2.1 In case of interest in realizing any of the services offered by the Accommodation Provider, the Guest makes an order by filling out and sending an electronic reservation form on the website <https://www.goodnite.cz/>, or alternatively in writing (e.g., by mail or email), by phone, or in person. The Guest is obliged to provide the Accommodation Provider with true information, in particular:

- for an individual: name, surname, date of birth, residence, contact email address, and telephone number;

- for a legal entity or an individual conducting business under a trade name: company name, ID No., VAT No., registered office, acting person, and contact email address and telephone number;
- identification of the person (or persons) to whom the service is to be provided (especially stating the name and age, or other requested personal data), term of stay, and category of accommodation, method of payment for the services.

2.2 The order, regardless of its designation (e.g., reservation, etc.), becomes binding for the Guest at the moment of its placement (e.g., by filling out the order form, sending a written order, making a phone or oral order, etc.), thereby creating an obligation for the Guest to pay the price of the services.

2.3 Upon the Accommodation Provider's confirmation of the order and payment of the services' price in the required amount, a contractual relationship is established between the Guest and the Accommodation Provider. The Accommodation Provider undertakes to provide the Guest with services in the confirmed scope, time, and quality, and the Guest undertakes to pay the Accommodation Provider the agreed price for the services, possibly to pay the Accommodation Provider a cancellation fee in case the Guest cancels their binding reservation or uses it only partially, and any additional financial performance if entitled.

2.4 If the Guest's order is indefinite or does not contain all necessary data or in case of any requirements from the Accommodation Provider related to the order, the Guest is obliged to complete their order based on the Accommodation Provider's request without undue delay. If the Guest does not supplement the order within the specified period and/or does not meet further conditions according to the Accommodation Provider's requirements, the Accommodation Provider is entitled to cancel the order.

2.5 The Accommodation Provider may offer, especially through its website, the purchase of vouchers for services provided (accommodation services or other services according to the current offer of the Accommodation Provider). The voucher is valid after its price is fully paid to

the Accommodation Provider and can be redeemed under the conditions stated on it or on the Accommodation Provider's website, but no later than 24 (twenty-four) months from its purchase.

### 3. RIGHTS AND OBLIGATIONS OF THE PARTIES

3.1 By concluding an accommodation contract, the Guest acquires the right to use the reserved accommodation spaces, including the provision of agreed services. The Guest is obliged to comply with the relevant legal regulations, these GTC, the accommodation rules, as well as other internal regulations issued by the Accommodation Provider relating to the provision of services. The Guest is obliged to use the accommodation space, as well as common areas properly and in such a way that no damage is caused to the Accommodation Provider. Upon arrival for accommodation, the Guest is required to present an ID card, passport, or another identity document upon the Accommodation Provider's request. The

entry of pets into the accommodation spaces is possible only with the Accommodation Provider's consent and upon payment of a fee according to the price list.

3.2 Without the Accommodation Provider's express written consent, the Guest may not make any changes in the accommodation space or anywhere in the adjoining areas (e.g., common areas of the building), move or relocate furniture or any equipment. The Guest may not establish a right of use to the accommodation space for a third party without the Accommodation Provider's express written consent. The Guest is not authorized to smoke in the accommodation space or adjoining areas, use narcotic and psychotropic substances, and is not authorized to consume alcohol excessively. This also applies to persons using the accommodation spaces with the Guest or those who have visited the Guest. Violation of any obligation according to this paragraph is considered a serious breach of the Guest's obligations arising from the concluded contract, and the Guest is obliged to compensate the Accommodation Provider for the resulting damage and pay a penalty (fine) according to these GTC and other documents issued by the Accommodation Provider (e.g., accommodation rules).

3.3 The Guest has the right to complain about any deficiencies in the provided services. The complaint must be made to the Accommodation Provider without unnecessary delay after discovering the deficiencies (no later than one working day) so that rectification can be made. The complaint must be specific enough to clearly identify the nature of the complained deficiencies, the circumstances of their discovery, and their manifestation. The Guest has no right to reimbursement of any costs associated with making a complaint. The Accommodation Provider will address the received complaint within a period corresponding to the nature of the complained defect. The period for handling the complaint is suspended for the time the Guest does not provide the necessary cooperation to the Accommodation Provider to address the complaint.

3.4 The Guest is liable to the Accommodation Provider for all damage caused intentionally or negligently in the accommodation spaces and areas belonging to them (e.g., common areas of the building) by themselves and/or persons accommodated with them or other persons to whom the Guest has allowed entry to the accommodation or other premises of the Accommodation Provider, or animals. The Guest is obliged to report the occurred damage to the Accommodation Provider without delay and compensate it in full extent.

3.5 The Guest has the right to cancel the confirmed reservation or order (terminate the concluded contract) or terminate the accommodation prematurely provided that the conditions stated in these GTC are observed and the relevant cancellation fees are paid. In case of termination of accommodation by the Guest before the end of the agreed period, the Guest is obliged to compensate the Accommodation Provider for the resulting damage up to the amount of the total price of the accommodation services, unless the parties agree otherwise in writing.

3.6 In case of necessity or circumstances not caused by the Accommodation Provider (e.g., damage to accommodation spaces, force majeure, reasons on the part of the Guest or other accommodated persons, etc.), the Accommodation Provider is entitled to provide the Guest with adequate alternative accommodation (of the same or similar quality), or the

Accommodation Provider is entitled to unilaterally cancel the reservation in such cases and return the financial resources paid by the Guest. The Accommodation Provider is not liable for damage incurred in this connection.

3.7 The Accommodation Provider is entitled to fulfill its obligations through cooperating persons. The Accommodation Provider has the right to refuse to provide any services to the Guest in justified cases and cases determined by legal regulations. The Accommodation Provider informs the Guest about such refusal.

3.8 The Guest is responsible for the accuracy and completeness of all documents and information necessary for the provision of services within the contractual relationship between the Accommodation Provider and the Guest, whereas their incorrectness or incompleteness exempts the Accommodation Provider from liability for any possible damage or harm.

3.9 The Accommodation Provider does not operate a guarded parking lot and is thus not liable for damage caused to vehicles and items left in them, nor for live animals, unless the Accommodation Provider has confirmed in writing that such items or animals have been taken into its custody. Parking on the Accommodation Provider

's property (if available) is possible only after prior ordering confirmed by the Accommodation Provider and payment of the parking fee.

#### 4. PRICE AND PAYMENT CONDITIONS

4.1 The prices of services provided by the Accommodation Provider are listed in the current price list of the Accommodation Provider for the respective accommodation spaces on the website <https://www.goodnite.cz/>, or on other accommodation portals and/or will be communicated and confirmed to the Guest by the Accommodation Provider. The prices of services may be increased by the price of additional services requested by the Guest and/or local or other fees, about which the Accommodation Provider will inform the Guest.

4.2 The Guest is obliged to pay the agreed price for the provided accommodation and other services no later than at the moment of arrival for accommodation.

4.3 Based on the order, the Accommodation Provider may require the Guest to make an advance payment of up to 100% of the total price of the services in advance, and the Accommodation Provider may request the advance payment at any time, or may link the validity of the order (reservation) and/or its cancellation to the payment of the advance payment. The obligation to pay the advance payment can be replaced by providing payment card details (especially type, card issuer, holder/owner, expiration date, card number, security code) necessary for card authorization and blocking of the amount in the amount of the anticipated price of the ordered services, with the Accommodation Provider being authorized to perform the card authorization and block the amount. In case of non-payment of the advance payment or non-provision of truthful payment card details by the Guest, the Accommodation Provider is entitled to cancel the order. The Accommodation Provider is also entitled, in cases at its discretion, to block an additional amount of up to 100 EUR / 2,600

CZK through the provided payment card details. This amount will be returned to the Guest no later than 10 (ten) days after the provision of accommodation services and fulfillment of all obligations by the Guest. The blocked amount may be used to settle any claims of the Accommodation Provider against the Guest, and the Accommodation Provider is entitled to unilaterally withdraw and offset it in case of the emergence of a claim.

4.4 The Accommodation Provider is entitled to invoice the provided services at any time, or invoice them continuously during their provision. The invoice will take into account the advance payment made by the Guest.

4.5 In case of cancellation of the binding reservation or confirmed order by the Guest, the Accommodation Provider is obliged to return the paid advance payment to the Guest reduced by cancellation fees if entitled. The Accommodation Provider is entitled to unilaterally collect the relevant fees from the Guest's account based on the provided payment card details.

4.6 In case of delay in payment, the Accommodation Provider is entitled to require the Guest to pay contractual interest on arrears at the rate of 0.4% of the due amount for each day of delay. The unilateral offsetting of claims of the Guest against the Accommodation Provider is excluded. The Accommodation Provider is a VAT payer. VAT will be charged on the prices of the provided services according to legal regulations.

## 5. LIABILITY FOR DAMAGE, SANCTIONS

5.1 The Guest is obliged to compensate the Accommodation Provider for all damage caused by breaching their contractual or legal obligations. The Guest is also liable for damage caused by other persons who were allowed by the Guest to enter the accommodation spaces or spaces related to them (e.g., common areas of the building), including animals. The Accommodation Provider is entitled to unilaterally collect the resulting damage from the Guest's account based on the provided payment card details.

5.2 In case of breach of obligations by the Guest or other persons allowed by the Guest to use the accommodation spaces or spaces related to them (e.g., common areas of the building), the Guest is obliged to pay the Accommodation Provider the following contractual penalties for each individual case of breach of obligation:

- a) disturbing the night peace from 22:00 to 06:00: a contractual penalty of 100 EUR / 2,600 CZK;
- b) violation of the prohibition to move furniture according to paragraph 3.2 of these GTC: a contractual penalty of 100 EUR / 2,600 CZK;
- c) violation of the prohibition to smoke, use narcotic or psychotropic substances, and/or excessive consumption of alcohol according to paragraph 3.2 of these GTC: a contractual penalty of 100 EUR / 2,600 CZK;
- d) entry of pets into the accommodation spaces without the consent of the Accommodation Provider: a contractual penalty of 100 EUR / 2,600 CZK;
- e) vacating the accommodation spaces after the set time: a contractual penalty of 100 EUR / 2,600 CZK.

f) unauthorized parking on the Accommodation Provider's property: a contractual penalty of 40 EUR / 1,040 CZK for each day of unauthorized parking.

5.3 The contractual penalty does not affect the Accommodation Provider's right to claim full compensation for damage. The Accommodation Provider is entitled to unilaterally collect the contractual penalty from the Guest's account based on the provided payment card details. The contractual penalty is payable within 3 (three) days from the Accommodation Provider's demand for its payment.

## 6. DURATION OF THE CONTRACTUAL RELATIONSHIP, TERMINATION, CANCELLATION CONDITIONS

6.1 The contractual relationship is established for a definite period until the end of the agreed accommodation period unless expressly agreed otherwise. The contractual relationship expires upon the fulfillment of the subject of the contractual relationship, the termination of one of the parties, agreement of the parties, notice, or withdrawal. The Accommodation Provider does not provide the Guest with any financial or other compensation for unused ordered services during the stay (e.g., catering and other supplementary services).

6.2 The Guest has the right to terminate the concluded contract at any time in writing without a notice period, without stating a reason, under the conditions below. Termination of the contract without stating a reason is also considered the fact that the Guest does not show up to utilize the service based on the binding order. In case of termination of the contract without a notice period, the Guest is obliged to pay the Accommodation Provider a cancellation fee (i.e., lump-sum compensation for damage) under these conditions:

- a) cancellation of the stay more than 7 (seven) days before the agreed accommodation date - a cancellation fee of 0% of the price of the reserved stay and services;
- b) cancellation of the stay 7 (seven) days or less before the agreed accommodation date, including non-arrival for accommodation - a cancellation fee of 100% of the price of the reserved stay and services.

6.3 The Accommodation Provider is entitled to withdraw from the contract or terminate the contract without a notice period, especially for the following reasons:

- a) non-payment of the price for accommodation and/or services within the specified period;
- b) impossibility to block the amount based on the payment card details according to paragraph 4.3 of these GTC;
- c) non-commencement of the stay by the Guest on the agreed date;
- d) if the Guest breaches their obligations arising from the contract, these GTC, legal or other regulations (e.g., accommodation rules, etc.) or good manners;
- e) due to technical reasons.

In case of termination of the contract by the Accommodation Provider according to this paragraph, the Guest is not entitled to any financial or other compensation or to a refund of

the paid amount, except for termination of the contract by the Accommodation Provider for technical reasons – in this case, the Guest will be refunded the paid advance payment or an amount corresponding to the difference between the already utilized price of services and the total agreed price of services.

6.4 In accordance with Section 1837 letter j) of Act No. 89/2012 Coll., the Civil Code, the Guest does not have the right to withdraw from the contract concluded by distance means (means of communication at a distance) or outside the business premises of the Accommodation Provider.

## 7. FINAL PROVISIONS

7.1 The contractual relationship established between the Accommodation Provider and the Guest is governed by Czech law, in particular by Act No. 89/2012 Coll., the Civil Code, or Act No. 634/1992 Coll., on consumer protection.

7.2 The contractual relationship between the Accommodation Provider and the Guest does not apply to Section 1740 (3) of Act No. 89/2012 Coll., the Civil Code, i.e., a reply with an addition or deviation that does not significantly change the conditions of the offer is not the acceptance of the offer.

7.3 In case a consumer dispute arises between the Accommodation Provider and the Guest in the position of a consumer from the accommodation contract, which cannot be resolved by mutual agreement, the consumer may submit a proposal for out-of-court resolution of such a dispute to the designated entity for out-of-court resolution of consumer disputes, which is the Czech Trade Inspection Authority, Central Inspectorate – ADR Department, Štěpánská 15, 120 00 Prague 1, email: [adr@coi.cz](mailto:adr@coi.cz), web: [adr.coi.cz](http://adr.coi.cz)

7.4 If any provision of these GTC becomes or is invalid, ineffective, or unenforceable, it does not affect the validity, effectiveness, and enforceability of the other provisions. The parties are obliged to cooperate with each other to replace the invalid, ineffective, or unenforceable provision with a valid, effective, and enforceable provision that preserves the economic purpose intended by the invalid, ineffective, or unenforceable provision to the greatest possible extent. The same applies to the case of a contractual gap.

7.5 These GTC are valid and effective from 01.12.2023, while the Accommodation Provider is entitled to

change and supplement them. The later version of the terms and conditions always replaces the previous version.

For Brno-Living.cz s.r.o.

Jan Reitoral,  
Managing Director