

# ADVERTISING REGULATIONS

The operator of the Accommodation is Ritchie's H&H, s.r.o., with registered office at Karlova 167/9, Prague 1, 110 00, ID No.: 24846937, VAT No. CZ24846937, registered in the Commercial Register kept at the Regional Court in Prague under file number C 179914 (hereinafter referred to as "Accommodation").

## SUBJECT

This Complaints Procedure regulates, in accordance with the applicable legislation, in particular Act No. 89/2012 Coll., the Civil Code, as amended (hereinafter referred to as the "Civil Code"), and Act No. 634/1992 Coll., on Consumer Protection, as amended (hereinafter referred to as the "Consumer Protection Act"), the scope, conditions and method of exercising the customer's rights arising from defective performance resulting from the Hotel's liability for defects in the stay, individual services provided or goods sold and their handling (hereinafter also referred to as "complaints").

## MAKING CLAIMS

1. In the case of defective services or services that have been demonstrably ordered and confirmed but not provided, the customer has the right to claim. The customer shall exercise his/her rights arising from the defective performance at the Accommodation establishment where he/she purchased the claimed services or goods.
2. The customer is obliged to complain about the defect of the services provided in a timely manner, without undue delay, preferably at the place of service provision. If the customer does not point out the defect in the services provided without undue delay, the complaint cannot be accepted. Promptly pointing out the defect (filing a complaint) at the place itself will enable the defect to be rectified immediately, while the passage of time makes it more difficult to assess the evidence and objectivity of the assessment, and thus the possibility of properly settling the complaint.
3. If the rights under liability for defects are not exercised within 24 months for goods, within 24 hours from the date of service and within 6 months for other services, they will lapse. Meals can only be claimed for before they are consumed. When claiming for services provided, the guest must always prove that the subject of the claim is related to a specific fault of the operator.
4. The customer may make a complaint verbally at the premises of Hotel Karlova Prague, Karlova 13, Prague 1 or in writing, either at the address Ritchie's H&H, s. r. o., with registered office at Karlova 9, Prague 1, 110 00 or by e-mail at [info@hcap.cz](mailto:info@hcap.cz).
5. When making a complaint, the customer is obliged to state his name, surname, permanent residence, what is the content of the complaint, to justify his complaint and, if possible, to provide factual evidence of the subject of the complaint; at the same time, it is recommended to submit proof of the service

provided, a copy of the order, invoice, confirmation of payment, etc., which will facilitate the handling of the complaint. In the case of purchased goods, the customer is obliged to present them when making a claim.

6. The customer may make a claim in any form, indicating the date, the subject of the claim and the desired method of handling the claim. In the case of a verbal complaint, the hotel's authorised representative is obliged to draw up a complaint report with the customer or to issue a written confirmation of receipt of the complaint. The report shall include the personal data of the customer, when the customer made the complaint, what is the content of the complaint, what method of handling the complaint the customer requires and the date. The protocol, or confirmation of receipt of the complaint, shall be signed by the representative of the hotel and the customer, who by signing it agrees with its content.

7. If the customer also hands over to the Accommodation any documents or other documents related to the claim or the goods claimed, this fact must be explicitly stated in the protocol.

8. The Client shall lose the right to a price reduction if he/she makes a claim for a defect in the services after the services have been partially or fully used.

## **HANDLING OF COMPLAINTS**

1. The accommodation is obliged to issue the customer with a written confirmation of when the customer filed the claim, what is the content of the claim, what method of handling the claim the customer requires, as well as a confirmation of the date and method of handling the claim, and in the case of the claimed goods, including a confirmation of the repair and the duration of the repair, or a written justification for the rejection of the claim.

2. If the customer asserts a right of defective performance related to the services provided or already provided, the head of the establishment providing the services in question or another authorised employee is obliged to decide on the claim immediately after the necessary examination of the factual and legal circumstances, in complex cases within three working days. This time does not include the time required for a professional assessment of the defect. The complaint must be settled without undue delay, at the latest within 30 days of the customer's complaint, unless a longer period has been agreed with the customer.

## **CUSTOMER'S COOPERATION IN HANDLING COMPLAINTS**

1. The customer is obliged to provide the necessary cooperation for the settlement of the complaint, in particular to provide information, submit documents proving the factual situation, submit the goods complained of, specify their requirements as to the reason and amount, etc. If the nature of the matter so requires, the customer must allow the authorised employee access to the area provided for accommodation, etc., so that they can ascertain the validity of the complaint.

## **METHODS OF DEALING WITH COMPLAINTS**

1. In cases where the complaint is judged to be wholly or partly justified, the settlement of the complaint shall consist of the free rectification of the defect in the service or goods complained of or, where possible, the provision of a replacement service or goods. Depending on the extent and duration of the defect, the customer is entitled to a reasonable price reduction. This is without prejudice to the customer's right to request withdrawal from the contract in the cases provided for by law.
2. In cases where the complaint is judged to be unfounded, the customer is informed in writing of the reasons for the rejection of the complaint.
3. If the defect is one that cannot be remedied or an alternative performance cannot be provided, the guest is entitled to a reasonable discount on the price of the performance provided or a refund of the amount of services already paid.
4. In cases where the complaint relates to technical defects in the guest's room that cannot be rectified within the normal timeframe, the complaint will be settled by moving the guest to another room.
5. In the event that during the complaint procedure it is found that the contractually agreed and/or otherwise requested service was provided in the agreed scope, quality, quantity or level, or was refused by an authorised employee due to reasonable doubts about the guest's health condition, especially because the requested service is not suitable for the guest from a health point of view, to which the guest was warned by the employee, the complaint is considered as unjustified and is proceeded according to paragraph 2 of this article.
6. If circumstances arise, the occurrence, course and, if applicable, the consequence of which is not dependent on the will, activity and procedure of the Accommodation or circumstances on the part of the Customer, on the basis of which the Customer does not use the services ordered, paid for and provided by the Accommodation in whole or in part, the Customer shall not be entitled to a refund of the price paid or to a discount on the price.