

COMPLAINTS PROCEDURE

Operator: Bohemia Properties a.s., with its registered office at Teplická 492, Střížkov, 190 00 Prague 9

Company registered in the Commercial Register maintained by the Municipal Court in Prague, Section B, Insert 10488

ID No. (IČO): 625 25 204

VAT No. (DIČ): CZ62525204

Effective from: August 1, 2026

[Version linked to the General Terms and Conditions of Bohemia Properties a.s., effective from October 12, 2020 (hereinafter referred to as the "GTC")]

Article 1 - Introductory Provisions and Relationship to the GTC

- 1.1. This Complaints Procedure (hereinafter the "Complaints Procedure") sets out the conditions and procedure for resolving complaints about goods and services in the hotels (hereinafter the "Hotels") of Bohemia Properties a.s., Teplická 492/19, Prague 9 (hereinafter "BP").
- 1.2. This Complaints Procedure follows the General Terms and Conditions of Bohemia Properties a.s. (hereinafter the "GTC") and the accommodation rules of the Hotels, and together with them and the relevant Agreement forms a whole regulating the rights and obligations of BP, the Client and the guest. Capitalized terms not expressly defined in this Complaints Procedure have the meaning given in the GTC (especially "BP", "Hotel", "Client", "Agreement", "Order", "Civil Code").
- 1.3. In accordance with the GTC, for the purposes of this Complaints Procedure, a "guest" means a person who is provided with accommodation and/or other services of the Hotels, whether on the basis of their own Agreement or under an Agreement concluded in their favor by the Client (see Art. 1.4 and Art. 10.1 of the GTC). The provisions of this Complaints Procedure regarding the guest shall apply mutatis mutandis to the Client if they are the recipient of the complained service or goods.
- 1.4. In the event of a conflict between this Complaints Procedure and the GTC, the Agreement shall prevail, then the GTC and then this Complaints Procedure - unless this Complaints Procedure sets out more favorable or more detailed conditions for the guest regarding the exercise of rights from defective performance; to such an extent, this Complaints Procedure prevails as a special regulation (cf. Art. 2.3 of the GTC).
- 1.5. This Complaints Procedure is binding for all guests, Clients and visitors of the Hotels and forms an integral part of the Agreement. By concluding the Agreement, confirming the reservation, registering upon arrival, using services or purchasing goods in the Hotels, whichever occurs first, the guest or Client confirms that they have read this Complaints Procedure and agree with its wording.
- 1.6. Every guest has the right to products and services in the quality according to the Agreement and relevant legal regulations, in particular the Civil Code and Act No. 634/1992 Coll., on Consumer Protection, as amended.
- 1.7. BP is entitled to unilaterally change or supplement this Complaints Procedure to a reasonable extent if required by operational, safety or legislative reasons, or a change in the GTC, similarly according to the mechanism described in Art. 13.5 of the GTC.

Article 2 - Rights from Defective Performance and Deadlines for Application

- 2.1. If the guest discovers that the products sold in the Hotels, in particular meals, drinks, or the provided accommodation or other services, have a defect or defects, they have the right to complain about this defect or defects.
- 2.2. The guest has the right to complain about defects in meals and drinks intended for immediate consumption immediately upon discovering the defect without undue delay, directly to the attending employee of the given Hotel, or to the responsible representative of the given Hotel providing the service. The guest makes a complaint regarding the quality and temperature of meals and drinks after tasting. The guest makes a complaint regarding quantity, measures and weights before consumption.
- 2.3. The guest has the right to complain about defects in the provided accommodation (i.e., defects relating to the functionality and equipment of Hotel rooms) and other services to the receptionist, in writing to the BP address, or by email to sales@janhotels.cz.
- 2.4. The guest is obliged to file a complaint in a timely manner, without undue delay, so that a correction can be arranged, if possible on the spot. Filing a complaint on the spot will allow the defect to be removed immediately.
- 2.5. Rights arising from liability for defects in provided services must be exercised by the guest without undue delay, but no later than 7 days from the end date of the stay. In the event that the guest complains about defects that could have been removed immediately, later application of the complaint may not be taken into account.
- 2.6. In addition to the rights from defective performance under this article, the following separate periods regulated by the GTC also apply in relation to the Client, which relate to types of claims other than complaints about defects in services and are not complaints within the meaning of this Complaints Procedure:
 - a) discrepancies in the billing (invoice) are claimed by the Client within 10 days of receiving the invoice (Art. 3.4 of the GTC); later complaints about billing will not be considered;
 - b) damage to things brought in or taken into custody from the guest and/or the Client can be reported within 14 days after discovering their damage (Art. 8.2 of the GTC).
- 2.7. Complaints submitted through booking/OTA platforms (e.g., Booking.com, Expedia) via their messaging system or reviews are handled according to this Complaints Procedure analogously; BP recommends that guests also file a complaint directly according to Art. 2.3 at the same time, so that the deadlines for processing according to Art. 3.3 can be met.

Article 3 - Processing of a Complaint

- 3.1. The employee of the given Hotel to whom the guest submits a complaint in accordance with Article 2 (hereinafter the "responsible employee") is obliged to examine the complaint and decide on the method of its processing.
- 3.2. In the event that the complaint cannot be resolved immediately on the spot, or the responsible employee considers the complaint unjustified, this employee will draw up a record of the complaint with the guest. This complaint record must contain:
 - a) First and last name of the guest
 - b) First and last name of the responsible employee
 - c) Exact designation and specification of the complained service/product and the time when the defective service/product was provided
 - d) What the complaint consists of, or what the guest considers a defect
 - e) What the guest is demanding
 - f) Signatures of the participating parties and the date of the record
 - g) In the event that the guest presents the complained product and proof of purchase, it is essential that this fact is explicitly stated in the complaint record

- 3.3.** The responsible employee shall forward the complaint record to the director of the given Hotel or a Hotel employee authorized by the director, who will decide on the complaint immediately, or in complex cases within 3 working days. This period does not include the time required for a professional assessment of the defect. However, the processing of the complaint must not exceed 30 days.
- 3.4.** Upon making a complaint, the responsible employee will issue the guest a written confirmation (complaint protocol), stating the date when the guest filed the complaint, its content, what method of complaint resolution the guest requests and the guest's contact details for the purpose of providing information about the processing of the complaint. If the complaint is made electronically (by e-mail), BP will send this confirmation to the guest without delay to their e-mail address. After processing the complaint, BP will issue the guest a written confirmation of the date and method of processing the complaint, including confirmation of the repair and its duration, or a written justification for rejecting the complaint, in accordance with the Consumer Protection Act.
- 3.5.** If the complained service is provided by an external BP supplier (e.g., wellness, trainers, gastronomic establishments), BP forwards the complaint to this supplier for a statement; the procedure under this article does not affect BP's liability to the guest under the Agreement.

Article 4 - Obligations of the Guest

- 4.1.** The guest is obliged to provide the responsible employee with the cooperation necessary to process the complaint. In the interest of quickly processing the complaint, it is expedient for the guest to present a document(s) for the hotel service they are complaining about (an order confirmed by the given hotel, Agreement, hotel bill, etc.) when making a complaint. If the nature of the complaint requires it, the guest must also present the item whose defect they are complaining about when making a complaint.
- 4.2.** If the nature of the matter requires it, the guest is obliged to allow the responsible employees access to the room so that they can verify the justification of the complaint.
- 4.3.** In the event that a justified complaint concerns a guest who is a member of an organized group or is accommodated on the basis of an Agreement concluded by the Client in their favor, the Client or the group leader is also obliged to provide cooperation in processing the complaint.

Article 5 - Complaint Claims

Catering Services

- 5.1.** If there is a demonstrable and given Hotel recognized defect in food, drinks and meals, the guest has the right to request a replacement of the food, drinks or meals, or has the right to withdraw from the Agreement regarding the provision of catering.

Other Products

- 5.2.** Claims for demonstrable and given Hotel recognized defects in other products are governed by the provisions of the relevant legal regulations (esp. the Civil Code) on liability for defects. If defective performance is a material breach of the Agreement, the guest has the right to:
- a) removal of the defect by supplying a new defect-free item or supplying a missing item, or
 - b) removal of the defect by repair, or
 - c) a reasonable discount on the price of the product, or
 - d) withdrawal from the purchase agreement.
- 5.3.** If defective performance is an immaterial breach of the Agreement, the guest has the right to:
- a) removal of the defect, or
 - b) a reasonable discount on the price of the product.

Accommodation and Other Services

- 5.4.** In the event that the accommodation services or other services provided to the guest by the given Hotel show defects, the guest has the right to claim rights arising from the provisions of the relevant legal regulations (esp. the Civil Code) on liability for defects. If defective performance is a material breach of the Agreement, the guest has the right to:

a) removal of the defect without undue delay, or b) a reasonable discount on the price of the service, or c) withdrawal from the Agreement.

- 5.5. If defective performance is an immaterial breach of the Agreement, the guest has the right to: a) removal of the defect, or b) a reasonable discount on the price of the service.
- 5.6. A recognized claim for a price discount or a refund of the paid amount is paid by BP to the guest cashless to the payment method by which the payment was made, or in another way agreed with the guest, without undue delay, no later than 14 days from the recognition of the complaint.

Article 6 - Out-of-Court Settlement of Consumer Disputes

- 6.1. The guest has the right to an out-of-court settlement of a consumer dispute.
- 6.2. The competent entity for the out-of-court settlement of consumer disputes is the Czech Trade Inspection Authority, Central Inspectorate - ADR Department, Štěpánská 15, 120 00 Prague 2, adr@coi.cz, www.adr.coi.cz, or the guest can use the platform established by the European Commission at <http://ec.europa.eu/consumers/odr/>.
- 6.3. If the dispute is not resolved out of court according to this article, the judicial resolution of disputes is governed by Art. 12 of the GTC (applicable law of the Czech Republic, material and local jurisdiction of the court according to the registered office of BP).

Article 7 - Personal Data Protection

- 7.1. Personal data of the guest provided in the complaint record and in the complaint protocol (esp. first name, last name, contact details) is processed by BP in accordance with Art. 10 of the GTC and GDPR, for the period stated therein.

Article 8 - Final Provisions

- 8.1. This Complaints Procedure is valid and effective from August 1, 2026.
- 8.2. This Complaints Procedure replaces all previous versions of the Complaints Procedure of the hotels of Bohemia Properties a.s.
- 8.3. The current version of the Complaints Procedure of the hotels of Bohemia Properties a.s. is available at the reception of the Hotels and on the websites of individual hotels, as well as on the website www.janhoteles.cz in the About Us section together with the GTC.
- 8.4. Matters not regulated by this Complaints Procedure are governed by the GTC, the company's accommodation rules and the Civil Code.