

GENERAL BUSINESS TERMS – COMPLAINTS PROCEDURE

Hotel Olšanka Ltd.

Registered office: Táboritská 1000/23, 130 00 Prague 3

ID number: 264 18 703

Tax ID number: CZ26418703

File number: C 80698, administered by the Municipal Court in Prague
(the "Provider")

Provider's business premises:

Name: Olšanka Sports Centre

Address: Táboritská 1000/23, 130 00 Prague 3

Provider's contact details:

Address: Táboritská 1000/23, 130 00 Prague 3

Telephone: +420 267 092 448, +420 606 658 899

Email: info@sportolsanka.cz

Website: www.sportolsanka.cz

I. Introductory Provisions

For the purposes of these General Business Terms, the following definitions apply:

1. "Operator" means the company Hotel Olšanka, s.r.o., ID number 264 18 703, with its registered office at Táboritská 1000/23, 130 00 Prague 3, registered in the Commercial Register administered by the Municipal Court in Prague, Section C, File No. 80698
2. "Sports Centre" means the Olšanka Sports Centre at the following address: Táboritská 1000/23, 130 00 Prague 3. The Operator runs the Sports Centre and provides all the services set out in the Agreements and the Price List as part of its business activities.
3. "User" means a natural person or legal entity that, on the basis of an oral, electronic or written Agreement, is authorised to use, from time to time, or to make a one-off use of, the services provided by the Operator at the Sports Centre
4. "Responsible Person" means an employee of the Operator or any other person authorised by the Operator to supervise the User's use of the services, to provide advice, instruction or any other activity directly related to the User's stay at the Sports Centre and the use of the services provided by the Operator. Where the Operator acts in accordance with these Terms, this will also be deemed to include the actions of the Responsible Person.

5. "Price List" means the overview of prices (fees for the provision) of services, additional services and refreshments, of which the User is made aware by the Responsible Person upon entering the Sports Centre. The current list and the price list of services and goods is available at the reception or on the Operator's website at www.sportolsanka.cz.
6. "Operating Rules" means the overview of the rights and obligations of the User or any other person using the services at the Sports Centre, drawn up by the Operator, which, amongst other things, sets out the detailed terms and conditions for the provision of services by the Operator. The User is required to familiarise themselves with the Operating Rules. The Operating Rules are available at the reception. A proper and thorough familiarisation with the Operating Rules is an essential prerequisite for using the services provided by the Operator. The User confirms that they have read and fully understood all the provisions of the Operating Rules.
7. "Safety and Other Regulations" means the legal regulations, standards and other rules for the protection of life and health that are in force and effective at the time the User makes use of the services, which the User is obliged to comply with, and which relate, either directly or indirectly, to safety and the protection of life and health whilst using the Sports Centre.
8. "Agreement" means an oral, email, electronic or written agreement between the Operator and the User concerning the use of services in connection with a one-off visit to the Sports Centre, a long-term booking or the provision of a membership.
9. "Parties" means the Operator and the User.
10. "Service Fee" means the fee for a one-off use of the services at the "Sports Centre".
11. "Client Account" means an account linked to the User's identity, created upon registration prior to the first use of the Provider's services. A Client Account is required for making bookings, using the Provider's services and paying for services using credit, a payment card, a payment gateway, cash, a bank transfer, or, where applicable, vouchers or coupons. The Client Account is also linked to the Provider's online shop, where the User can manage their credit, top it up, check the credit balance and use it to pay for services offered both in the online shop and in the booking system.
12. "Credit" means the amount loaded onto the User's Client Account into the Electronic Wallet (the "EW"), from which payments can be made for services and refreshments at the Sports Centre and which enables the User to make online bookings and purchase services from the online shop, provided there is sufficient Credit available.
13. "Terms" means these General Business Terms, with which the User is familiarised, via the Authorised Person, upon entering into the agreement (in writing, electronically or orally), and which, as business terms, form part of the Agreement, thereby constituting part of its content.
14. "Sports Centre" refers to indoor courts, the gym, the swimming pool, the sauna world, massage facilities and facilities for getting ready for sport, in particular changing rooms and showers.
15. Legal relationships not governed by these General Business Terms or by a specific agreement will be governed by the Civil Code.

II. One-Off Entry

1. Users are only permitted to enter the Sports Centre if they have a valid ticket or a valid booking (made by telephone, in person or online). No booking is required for the swimming pool, gym or sauna area.
2. The fee for the use of the Sports Centre and other services is payable by the User at the reception before commencing use of the service (e.g. in cash, by coupon, voucher, card or from Credit – see paragraph III) or via the online shop.
3. Activities purchased via the online shop that do not require a booking are valid for 1 month from the date of purchase. Vouchers purchased in the online shop are valid for 6 months from the date of purchase. Once the specified validity period has expired, the right to use them expires.
4. The User is obliged to pay the charge for refreshments no later than immediately after the end of their last activity at the Operator's reception desk, either in cash, by payment card, by coupon, by voucher or from their Credit balance (see paragraph III). Payment can also be made at the payment kiosk, where you can pay by payment card or from Credit balance (see paragraph III). The Credit used to make payments is managed via a Client Account linked to the Provider's online shop.
5. To make an online booking, the User must have a Credit balance in their Client Account at least equal to the price of the booking required, unless another payment method is selected via the online interface.
6. If the web interface allows it, the User may access their client interface on the basis of the registration they have completed on the web interface. From their client interface, Users can place orders and book services, and manage their Credit via the Provider's online shop. The Provider will not be liable for any unauthorised use of a Client's Account by third parties, particularly where the User discloses their login details or password to a third party.
7. The Provider may close a Client Account, in particular where the User has not used their Client Account for more than 2 years (the User's last login to the web interface or last in-person visit took place more than 730 calendar days ago), or where the User breaches their obligations.
8. When a booking is made online, in person or – in the case of massages – by telephone at the reception, the Operator will take into account the Sports Centre's capacity and occupancy on the requested date and, where appropriate, offer an alternative date. Bookings for all other services must be made exclusively via the booking system, which forms part of the Provider's online shop.
9. Orders without registration (orders placed other than via a Client Account) are only possible for massages. In such cases, the order must include the exact name of the service being booked (type of massage), the date of the appointment, the duration of the service, and the User's personal details, in particular their first name, surname, telephone number and email address. For all other services, orders/bookings can only be made via the booking system/online shop after logging into the Client Account.

10. A booking may be cancelled without a cancellation fee no later than 6 hours before the start of the booked time slot. If a booking is cancelled in good time, the system automatically refunds the payment as follows: if the booking was paid for via EW, the amount is refunded to EW; if it was paid for by credit card, the amount paid is also refunded to the client's EW, which forms part of their e-shop account. In the event of a late cancellation or a no-show, a cancellation fee of 100 per cent of the service fee will be charged. In the event of repeated failure to honour bookings or repeated breaches of the terms, the Operator may temporarily or permanently restrict the User's ability to make further bookings.
11. The User may cancel a booking in accordance with the aforementioned rules via the online booking website within their user account, or by telephone or in person. Bookings cannot be cancelled by email or text message.
12. The Provider may cancel a booking without charging a cancellation fee if the Sports Centre is not fit to provide the service before the start of the booked service (e.g. for technical reasons).
13. In the event that the Sports Centre is not fit to provide the service due to circumstances arising during the booked service, the User must contact the Responsible Person for further instructions.
14. If necessary, the Operator may cancel a valid booking no later than 24 hours before the booked time slot. In such cases, the Operator will inform the User by telephone, online or, where appropriate, in person at the reception, offer them an alternative date and refund the admission fee paid.

III. Payment for Services and Credit

1. Payment options:
2. The User may pay the Provider for the service using one of the methods listed below:
 - by topping up the credit on the Client Account in cash, or by transferring funds to the Provider's account no. 14011309/0800 held with Česká spořitelna, a.s.
 - by card payment
 - in cash
 - by reducing the amount of Credit available in the Client Account by the respective amount
 - benefit cards or gift vouchers for which the Provider currently has a valid contract to accept such cards and vouchers
 - by bank transfer via the GlobalPayments payment gateway.
3. Payment for the service is due in Czech koruna (CZK).
4. If, in the case of a non-cash payment, the Buyer is provided with an order number, the Buyer is required to enter it as the variable symbol. In the case of a non-cash payment, the User's obligation to pay the contractual price is fulfilled at the moment the relevant amount is credited to the Provider's account.

5. When paying by bank transfer, the Buyer has the option of using the Globalpayments payment gateway, which redirects them to their bank's online banking service. Money transfers are carried out via a Globalpayments account.
6. The Credit scheme involves depositing funds in CZK into a Client Account (via online payment methods, or in cash or by card at the Sports Centre reception) for the purpose of using the credit as an electronic wallet, or to access selected services and goods at a discounted rate. Topping up their credit also entitles the User to make bookings, including via the online booking system and the online shop.
7. During the term of their Agreement, the User or a person authorised by them may deposit funds into the Client Account as they see fit; however, discounts only apply once the specified conditions have been met, subject to the current price list for services and goods.
8. The User acknowledges that any deposit made into the Client Account is non-refundable.
9. The User may enquire with the Responsible Person about their Credit balance and the validity of any discounts, or to check their Credit balance using the online booking tool.
10. The terms for topping up and using credit, including discounts, are set out in the current price list.
11. The credit expires 12 months after purchase, in accordance with the terms for the use of prepaid cards set out in the Operating Rules, unless it is topped up by the minimum amount specified in the current price list during that period. Once the credit has expired, it is forfeited and any unused funds are retained by the Operator.
12. The User, or a person authorised by them, may deposit funds into the Credit account as they see fit. However, discounts may be subject to a one-off top-up of a certain minimum amount, the time elapsed since the last such top-up, or the current balance.

IV. Payment for Services Using Vouchers and Coupons

1. The User may pay for selected services provided by the Operator using specific coupons or vouchers from contractual partners; the current list of such contractual partners is available at the Operator's reception and on the website at www.sportolsanka.cz.
2. The User acknowledges that if the price of the service provided is lower than the face value of the coupon, the Operator is not obliged to refund the difference to the User.
3. The Provider may refuse payment by coupon or voucher if it is not possible to verify its validity and authenticity.

V. Further Provisions

1. The User grants the Operator consent to process their personal data to the extent necessary for the fulfilment of the rights and obligations under the Agreement and the Terms.

2. The Provider's Statement on the Processing of Personal Data in accordance with Regulation (EU) 2016/679 of the European Parliament and of the Council on the protection of natural persons with regard to the processing of personal data ("GDPR") and privacy notice are available at the reception or on the Operator's website at www.sportolsanka.cz.
3. The data entered into the online banking system is protected by the banks' payment gateways and is not shared with third parties, with the exception of payment processors. Payment processors can only see the transaction details provided to them by the bank upon sending the transaction.
4. The User consents to the processing and collection of the following personal data: first name and surname, email address and telephone number, as well as any other personal data provided when placing an order or registering a user account (hereinafter collectively referred to as "personal data"), until such time as the User refuses consent to such processing in writing.
5. The User has the right to access their personal data, the right to have it rectified, and other statutory rights in relation to such data. The User declares that they have been informed that personal data may be removed from the database upon the User's written request. The User's personal data is fully protected against misuse. The Provider does not disclose the User's personal data to any other person. An exception is made for persons involved in the provision of services at the Sports Centre, to whom Users' personal data is disclosed to the minimum extent necessary for the provision of the service.
6. Personal data will be processed for an unlimited period. Personal data will be processed electronically by automated means or in printed form by non-automated means.
7. The User confirms that the personal data provided is accurate and that they have been informed that the provision of personal data is voluntary.
8. Should the User believe that the Provider or a data processor is processing their personal data in a manner that infringes upon the User's right to privacy or is contrary to the law – in particular, if the personal data is inaccurate in relation to the purpose of its processing – the User may:
 - ask the Provider or the processor for an explanation;
 - require the Provider or the data processor to remedy the situation thus arising.
9. If the User requests information regarding the processing of their personal data, the Provider is obliged to provide that information. The Provider may charge a reasonable fee for providing the information referred to in the preceding sentence, not exceeding the costs necessary to provide the information.
10. The User is obliged to notify the Operator in a clear manner of any change to their personal data within the meaning of paragraph 6.1 of the Terms.
11. The User declares that they have read the Operating Rules and Safety Regulations in full and in detail, that they are fully aware of their state of health, and that this state of health does not, even in part, prevent them from using the Operator's services.
12. When using the Operator's services, the User is obliged to comply with the instructions of the Responsible Person, the Operating Rules and the regulations set out in the previous paragraph.

13. The Operator may terminate the Agreement in the event of a serious breach of obligations on the part of the User, in particular where false information is provided upon entering into the Agreement, in the event of failure to comply with the Operating Rules, Safety and Other Regulations and instructions issued by the Responsible Person, or in the event of damage being caused to the Operator's property or, where applicable, to the health of persons at the Sports Centre.
14. The Operator's liability for damage suffered by the User or other persons in connection with the provision of services is governed by the applicable laws. The Operator is not be liable for damage to items brought into or left at the Sports Centre if the User has left them outside the areas designated by the Operator.
15. The User will have no claim against the Operator arising from reasonable restrictions on the operation of the premises in necessary cases and to the extent required (sporting events, operational closures, etc.).
16. The Operator provides the User with services, in return for payment, in accordance with the Operating Rules, the Price List and these Terms.

VI. Final Provisions

1. These Terms are of a business nature; the Parties are familiar with them, and every User is obliged to read them before entering into the Agreement (whether oral, electronic or in writing). As such, they form part of the content of the Agreement and are an integral part thereof. The Terms, as a valid part of the Agreement, may only be amended by agreement between the Parties. If no agreement is reached on amending the Terms, either Party may terminate the Agreement.
2. Any rights and obligations not expressly provided by the Agreement or these Terms will be governed by the provisions of the applicable laws, in particular Act No. 90/2012 Coll., on Business Corporations, and Act No. 89/2012 Coll., the Civil Code, as amended.
3. In the event of any disputes arising from legal relationships established by the Agreement or the Terms, the Parties agree that the Operator's general court will have jurisdiction.
4. With regard to the alternative resolution of consumer disputes concerning the goods and services we offer, the Czech Trade Inspection Authority, ID number: 00020869, with its registered office at Štěpánská 567/15, 120 00 Prague 2 has substantive jurisdiction; its website can be found at www.coi.cz, whilst the online dispute resolution platform can be found at <http://ec.europa.eu/consumers/odr>
5. These Terms of the Operator apply to Agreements entered into from 1 September 2025.

Complaints Procedure

1. The buyer's rights arising from defective performance (the "complaints") must always be exercised in accordance with this Complaints Procedure. Matters not covered by this Complaints Procedure will be governed by the laws of the Czech Republic. The seller will inform the buyer of this Complaints Procedure in an appropriate manner and, at the buyer's request, will provide it in written form. The Complaints Procedure is in accordance with Act No. 89/2012 Coll., the Civil Code and Act No. 634/1992 Coll., on consumer protection, as amended as at 1 January 2014.
2. The seller is not be liable for defects in the following cases:
 - if the item has a defect upon its takeover and a discount on the purchase price has been agreed for such a defect;
 - where the goods are second-hand and the defect corresponds to the degree of use or wear and tear the goods had upon takeover by the buyer;
 - the defect in the item arose as a result of wear and tear caused by normal use, or if it arises from the nature of the item (e.g. the expiry of its useful life);
 - is caused by the buyer and has arisen as a result of improper use, storage, incorrect maintenance, interference by the buyer or mechanical damage;
 - the defect arose as a result of an external event beyond the seller's control.
3. The buyer may lodge a complaint with the seller at any of the seller's business premises where complaints can be accepted, taking into account the range of goods sold, or, where applicable, at the seller's registered office or place of business. The seller ensures that a member of staff authorised to handle complaints is present throughout opening hours. A complaint may also be lodged with the person designated for this purpose in the receipt issued by the seller to the buyer, on the invoice or in the warranty certificate, provided that the designated person is located at the seller's premises or at a location closer to the buyer.
4. The buyer must prove that they are entitled to make a complaint, in particular by providing evidence of the date of purchase, either by presenting a sales receipt, a confirmation of the seller's obligations arising from defective performance under the warranty certificate, or by other credible means. The buyer is not entitled to make a complaint regarding a defect that has already been raised in the past, provided that a reasonable discount on the purchase price was granted in respect of that defect.
5. If exercising a right arising from a defect would cause the consumer significant difficulty, in particular because the item cannot be transported to the place where the complaint is to be made by standard means, or because the goods are fitted or form part of a property, the seller will assess the defect, in agreement with the buyer, either on site or by other means. In such a case, the buyer is obliged to provide the seller with the necessary assistance.

6. The buyer may exercise their rights arising from defective performance within 24 months of taking over the goods. In the case of second-hand goods, the time limit for exercising rights arising from a defect may be reduced to 12 months; the seller will indicate such a reduction in the confirmation of obligations arising from a defect or on the sales receipt. Once the time limit has expired, a right arising from a defect cannot be exercised against the seller, unless the parties agree otherwise or the seller or manufacturer provides a special quality guarantee going beyond their statutory obligations.
7. The buyer will exercise their rights arising from defective performance without undue delay once they discover that the goods are defective. The seller will not be liable for any increase in the extent of the damage if the buyer continues to use the goods despite being aware of the defect. If the buyer makes a valid claim against the seller regarding a defect, the time limit for exercising rights arising from defective performance will not run for the period during which the goods are being repaired and the buyer is unable to use them.
 - The seller declares that, if they replace the goods as part of the complaint-handling process, the seller will grant the buyer a new period of 24 months in which to exercise the buyer's rights arising from defective performance.
 - The time limit for exercising rights arising from defects cannot be regarded as a specification of the goods' service life; this varies depending on the product's characteristics, its maintenance, and the correctness and intensity of its use, or on an agreement between the buyer and the seller.
8. The seller is obliged to decide on a complaint immediately; in more complex cases, within three working days. The time required for a technical assessment of the defect is not included in this period. The seller is obliged to provide the buyer with written confirmation stating the date and place on which the complaint was lodged, a description of the defect in question, the method of resolving the complaint requested by the buyer, and the manner in which the buyer will be informed of the resolution. Complaints, including the rectification of defects, must be dealt with without undue delay, no later than 30 days from the date the complaint is lodged, unless the seller and the buyer agree on a longer time limit. Failure to meet this time limit will be regarded as a material breach of contract. The seller is obliged to confirm to the buyer in writing the procedure for handling the complaint and the duration of the process. Without the seller's consent, the buyer may not change the method of handling a complaint, except where the method chosen by the buyer cannot be implemented at all or in a timely manner.
9. The buyer is obliged to take over the goods subject to a complaint within 30 days of the date by which the complaint should have been resolved at the latest; after this period, the seller may charge a reasonable storage fee or to sell the goods at the buyer's expense. The seller must notify the buyer of this procedure in advance and

grant the buyer a reasonable additional period of time in which to take over the goods.

10. The seller declares that they are handing over the goods to the buyer in accordance with the provisions of Section 2161 of the Civil Code, namely:

- the goods possess the characteristics agreed between the buyer and the seller; where no such agreement exists, they possess the characteristics described by the seller or the manufacturer, or those which the buyer would reasonably expect given the nature of the goods and on the basis of the seller's or manufacturer's advertising;
- the goods are fit for the purpose stated by the seller or for which goods of this kind are normally used;
- the goods are items in the appropriate quantity, measure or weight, and the goods comply with the requirements of the applicable laws.

11. If, upon takeover, the goods do not meet the above requirements, the buyer is entitled to the delivery of new goods free from defects, provided this is not disproportionate given the nature of the goods. If the defect relates only to a part of the goods, the buyer may only request that the part be replaced; if this is not possible, the buyer may withdraw from the agreement and request a full refund of the purchase price. However, if this would be disproportionate given the nature of the defect – in particular, if the defect can be rectified without undue delay – the buyer is entitled to have the defect rectified free of charge.

12. If the buyer does not withdraw from the agreement or exercise their right to have new goods delivered free from defects, to have a part replaced or to have the goods repaired, they may request a reasonable discount from the purchase price. The buyer is entitled to a reasonable discount even if the seller is unable to supply new goods free from defects, replace a part or repair the goods, as well as in cases where the seller fails to remedy the situation within a reasonable time or where remedying the situation would cause the consumer significant difficulties.

13. If a defect becomes apparent within six months of takeover, the item is deemed to have been defective at the time of takeover.

14. The seller's liability for a defect constituting a material or immaterial breach of agreement

15. The seller's liability for defects constituting a material or immaterial breach of agreement will apply to defects in the goods arising within 24 months of acceptance, in respect of defects for which liability for quality upon takeover does not apply pursuant to Article 5. A defect is regarded as a material breach of agreement if the buyer would not have entered into the agreement had they foreseen the defect at the time of entering into the agreement; in all other cases, the defect does not constitute a material breach of agreement.

16. If the defect constitutes a material breach of agreement, the buyer is entitled, at

their discretion, to the delivery of a new item, a repair, a reasonable discount or to withdraw from the agreement (with the right to a full refund of the purchase price). If the defect constitutes a minor breach of agreement, the buyer is entitled to have the defect rectified or to a reasonable discount.

17. The buyer is entitled to the delivery of a new item in perfect condition, the replacement of a part, a discount or the withdrawal from the agreement, regardless of the nature of the defect, if the buyer is unable to make proper use of the item due to the defect recurring after repair or due to a number of defects.
18. If a complaint is deemed valid, the buyer is entitled to reimbursement of any reasonable costs incurred in exercising their rights.
19. Should the seller reject a complaint as unfounded, the buyer – or, by agreement with the seller, both parties – may consult a court-appointed expert in the relevant field and request an independent expert assessment of the defect.
20. If no agreement is reached between the buyer and the seller, the buyer may turn to the existing systems for the alternative resolution of consumer disputes, in particular the www.vasestiznosti.cz scheme, or, where appropriate, the court of jurisdiction.