

# **Complaint Rules - AZ-Hostel**

## **Jindřišská 901/5, Prague 1, Postal Code 110 00**

AZ Hostel, operated by M-Servis Praha, s.r.o., registered office Prague 1, Jindřišská 901/5, Postal Code 110 00, ID No. 26759616, Tax ID No. CZ26759616, entered in the Commercial Register maintained by the Municipal Court in Prague under file no. 91866 C (the "Hostel")

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### **1. SUBJECT-MATTER**

1.1. These Complaint Rules regulate, in accordance with Act No. 89/2012 Coll., the Civil Code, as amended, and Act No. 634/1992 Coll. on consumer protection, as amended, the scope, conditions and method of exercise of customer rights arising from the liability of M-Servis Praha, s.r.o., registered office Prague 1, Jindřišská 901/5, Postal Code 110 00 (the "Operator"), for defects of provided services, including any conflict with the accommodation contract, and the settlement of such defects (the "complaints").

### **2. LODGING COMPLAINTS**

2.1 The rights arising from liability for defects of services provided by the Operator, which have been agreed in the accommodation contract, may be claimed by the customer in person at the reception desk of AZ-Hostel, or in writing by a notice to the Operator's address or by e-mail to the above-mentioned address.

2.2 To ensure prompt remedy, the customer should lodge the complaint in time and without undue delay, if possible while on the location. Lodging the complaint on the location allows for immediate removal of the defect.

2.3 The rights arising from the liability for defects of the service must be claimed by the customer without undue delay, but not later than within 7 days after the final date of the stay.

2.4 While lodging the complaint, the customer will state his/her name, surname, address, date, the contents of the complaint, the settlement method required, will duly justify the complaint and provide the relevant evidence (e.g. photo documentation), and will present at the same time a proof of purchase

of the service or goods which are the object of the complaint, such as an order, invoice, payment certificate, etc., and will sign the complaint.

### 3. SETTLEMENT OF COMPLAINTS

3.1 At the time of lodging the complaint, the Operator will write with the customer a record specifying the date when the complaint was lodged, the contents of the complaint, the method of settlement of the complaint required by the customer and the deadline for settlement of the complaint or, if applicable, written grounds for refusal of the complaint.

3.2 If the customer lodges a complaint, the Operator is obliged to decide on it immediately after the necessary review of factual and legal circumstances, or in complicated cases within three days. Any complaint must be removed and the defect must be rectified without undue delay, not later than within 30 days after lodging of the complaint by the customer, unless a longer period has been agreed with the customer. If the complaint is lodged verbally, the Operator's employee must write with the customer a record on receipt of the complaint, where he/she will state when the customer lodged the complaint, the customer's personal data, the contents of the complaint and the method of settlement of the complaint required by the customer, plus the date and method of settlement of the complaint. The customer will receive a counterpart of such will confirm by his/her signature the consent with the contents of such document and its acceptance.

### 4. CUSTOMER'S ASSISTANCE IN THE SETTLEMENT OF COMPLAINTS

4.1 The customer is obliged to provide any assistance necessary for the settlement of the complaint, particularly to provide information. If required by the nature of the case, the customer must allow the Operator's employee access to the premises provided to the customer for accommodation to make sure that the complaint is justified.

### 5. COMPLAINTS SETTLEMENT METHOD

5.1 In cases where the complaint is considered wholly or partly justified, it is settled by free removal of the defect of the service or, if possible, by the provision of a new service, otherwise the Operator will provide appropriate discount from the price of the defective service.

5.2 In cases where the complaint is considered unfounded, the customer will be advised in writing of the grounds for refusal of the complaint.

5.3 In case of the occurrence of any circumstances whose occurrence, course or consequences is outside the scope of the Operator's control, activities and procedures (force majeure), or circumstances on the customer's side where the customer fails to use wholly or partly any ordered and paid services arranged for by the Operator, the customer will not become entitled to the return of the paid price or to any discount.

## 6. MISCELLANEOUS

6.1. All other matters are governed by generally binding laws, particularly by the Civil Code and the Consumer Protection Act.

6.2. In accordance with Section 14 of the Consumer Protection Act, the customer can resolve any disputes arising from contracts executed with the Operation through a body specialised in out-of-court settlement of consumer disputes, i.e. Česká obchodní inspekce (Czech Trade Inspection Authority), registered office Štěpánská 567/15, Prague 2, Postal Code 120 00, URL address [www.coi.cz](http://www.coi.cz).

## 7. FINAL PROVISIONS

7.1. These Complaint Rules come into force and effect as of 1 January 2018.

7.2. These Complaint Rules are posted at the reception desk of the Hostel and on the Operator's/Hostel's website [www.hostel-az.cz](http://www.hostel-az.cz)