

General Terms and Conditions for Hotel Park Inn Prague – Meetings & Events

1. Scope.

These general terms and conditions (“T&C’s”) govern the agreement entered into between the Client and the Hotel for the Hotel services to be provided to the Client, on the date(s) set out in the Contract Proposal. The Contract Proposal becomes a legally binding contract when signed by both parties.

The Contract Proposal cannot be transferred to a third party without the Hotel’s prior consent. The Hotel reserves the right to amend rates and conditions in case of transfer.

2. Definitions.

«Agreement» means the agreement for the Hotel services entered into between the Hotel and the Client by way of the Client’s timely and written acceptance of the Hotel’s Contract Proposal.

«Client» means the party to which the Contract Proposal is addressed.

«Hotel» means the Park Inn Prague – Hermitage Holdings s.r.o.

«Contract Proposal» means the written Proposal for the Hotel Services for the Client’s Event and may comprise meeting and event space rental, food and drinks, overnight accommodation and other services.

«Event» means one or more days specified in the Contract Proposal on which the Client intends to gather a defined number of persons at the Hotel premises for a specific purpose.

«Hotel Services» mean the services offered by the Hotel for the Client’s Event as specified in the Contract Proposal and accepted by the Client through the Client’s timely countersignature of the Contract Proposal (including, but not limited to, guest room accommodation, meeting room and event space rental, equipment, food and drinks and other).

3. Event Facilities.

The Hotel shall provide the Client with facilities and related space and equipment as specified in the Contract Proposal. The Hotel reserves the right to change the booked facilities for the case of any change of the factual circumstances. This includes, but is not limited to a reduction or increase in the number of delegates attending the Event, a technical issue in the facilities or for health and safety reasons.

The Client may request the Hotel to procure technical and other equipment from third parties on the Client’s behalf and the Client shall not without the Hotel’s prior written authorisation install and use any own technical equipment. The Hotel may charge the Client for the power costs which arise through the use of such equipment, and there may also be a charge related to the connection fee for use of information technology equipment.

Installing and use of non-technical equipment and fitting decoration on walls and ceilings are subject to our prior consent.

The Client’s own or any third party’s equipment is kept in the Hotel’s facilities at the Client’s sole risk. The Hotel shall not be liable for any loss, destruction or damage to such equipment, except in the case of gross negligence or intentional acts of the Hotel’s employees. Equipment brought along must comply with the fire protection regulations. The Hotel is entitled to demand an official certificate for this.

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After the Client's Event all equipment must be removed without undue delay. The Client is responsible for disposing of any packaging material or waste in compliance with the statutory provisions.

Any changes in the number of delegates should be communicated to the Hotel immediately. If the number increases, the Hotel will do the best to accommodate the additional delegates, but this cannot be guaranteed.

No food and drinks are to be brought into the Hotel or grounds for consumption on the premises, without the Hotel's prior consent.

The Client's use of the Hotel's facilities and the Hotel services shall be compliant with the national and local laws and regulations. All entertainment arrangements (for example: extension of the service hours of the bar) must be approved and confirmed prior to the date of the Event. Unless explicitly agreed upon otherwise, Client is responsible for obtaining appropriate permissions and licenses and payment of applicable fees (for example: license fees for use of music rights, mandatory contribution to social security of artists and other).

4. Guest Rooms.

The Hotel shall provide the Client with guest rooms as specified in the Contract Proposal.

Check-in time is from 15h00 on the day of arrival. Check-out time is 12h00 on the day of departure, unless otherwise specifically agreed upon with the Client. An additional charge may be required in the case of late check-out and is subject to availability on the day. If a delegate leaves before the agreed date of departure, cancellations fees apply.

Any changes in the number of event participants and guest rooms needed shall be communicated to the Hotel immediately. If the number increases, the Hotel will do its best to accommodate the additional event participants, but this cannot be guaranteed.

If the Hotel is unable to provide guest rooms as confirmed, the Client shall be notified as soon as possible. Alternative accommodation will then be provided at the nearest comparable hotel. The Hotel will cover the costs for a telephone call and one daily round-trip transportation between the other facility and the Hotel.

5. Cancellations.

You shall be entitled to withdraw from the Agreement partly or in full, subject to the following:

- a) Guest rooms may be cancelled **free of charge** upon written notice:
 - Up to (100 %) of the guest rooms initially contracted up to (180) days prior to the arrival date;
 - Up to (20 %) of the guest rooms initially contracted up to (90) days prior to the arrival date;
 - Up to (10%) of the guest rooms initially contracted or of any remaining number after prior cancellation notices up to (30) days prior to the arrival date;

Any additional or later guest room cancellation shall entitle us to receive your payment of a **compensation amount** equal to

- (100%) of the contracted rates for cancellations from twenty-nine (29) days prior to the arrival date.

- b) Event related Hotel Services may be cancelled **free of charge** upon written notice:
- a. Up to (100%) of the Hotel Services initially contracted up to (180) days prior to the start date of the Event;
 - b. Up to (20%) of the Hotel Services initially contracted up to (90) days prior to the start date of the Event;
 - c. Up to (10%) of the Hotel Services initially contracted or of remaining Hotel Services after prior cancellations up to (30) days prior to the start date of the Event;

Any additional or later cancellation of Hotel Services shall entitle us to receive your payment of a **compensation amount** equal to (100%) of the delegate fees and charges initially contracted

If it has been agreed that you can cancel without incurring costs within a defined period, we are also entitled to cancel the Agreement within this period without any obligation to you.

6. Rates

The rates are offered in local currency (CZK) or in EUR and include applicable taxes and service charges if not specified otherwise in Contract Proposal. The rates are subject to reasonable increase by the Hotel if unexpected increases in taxes, cost of goods, or limitations of supply outside of the Hotel's control occur and the period between the Client's signing of the Contract Proposal and the start date of the Event is no less than (6) months. The rates offered are quoted based on number of rooms and Event dates specified in the Contract Proposal. If the Client cancel the contracted Hotel Services by more than 30%, the Hotel is entitled to reasonably increase the rates specified in the Contract Proposal, regardless of any applicable cancellation charges.

7. Deposit

In the event that a deposit has been requested this must be paid within 14 days after the Client's signing of the Contract Proposal. Additional deposit payments may be required prior to the Event.

If the Client fails to make the deposit payments, the Hotel is entitled to withdraw from the Contract Proposal and to claim compensation for damages equivalent to cancellations charges applicable at that time when the deposit payment was due.

To the extent delegates are requested to settle guest room charges and daily delegate package fees on an individual basis, the Hotel is entitled to request a security deposit in the form of a credit card guarantee or similar from the delegate or from the Client. If the Client is requesting credit facilities completed credit application forms are required with contract signing.

8. Payment.

The Client shall pay all fees and charges for the Hotel services as set out in the Contract Proposal. All extra charges incurred by delegates or by the Client during the Event shall be paid upon departure. If credit is granted and agreed by the Hotel, full settlement must be made within (21) days from receipt of the invoice. The Hotel may charge interest for delayed payment, of (0,1%) per day or the maximum interest rate permitted by applicable law if lower.

To the extent individual payment by delegates is agreed, the Client shall duly inform the delegates thereof. The

Client shall be jointly and severally liable for the due settlement of guest room charges and daily delegate package fees on an individual basis, which shall be made upon departure.

All actual billings (invoices) will be issued in CZK (Czech Crowns). The rate of exchange will be based on the official selling rate valid on the last working day of the previous month. The Client will receive a statement together with the invoice which shows the relevant charges in CZK and EUR. Each party shall be responsible for its own bank charges.

9. Hotel's Termination Rights.

The Hotel is entitled to terminate the Agreement with immediate effect upon written notice to the Client, if (i) circumstances which are out of the Hotel's control, make it impossible to render the agreed Hotel Services to the Client and to fulfil the Hotel's contractual obligations under the Agreement; and (ii) if the Hotel has reason to assume that the Client has made misleading or false statements about the purpose of the Event and the Client's use of the Hotel's facilities and the Hotel Services would harm or endanger the Hotel's normal operation or reputation; and (iii) if bankruptcy or settlement proceedings have been initiated against the Client or a foreclosure decree has been issued in respect of any of the Client's assets. The Hotel shall not be liable to compensate to the Client any loss or damage incurred as a consequence of the Hotel's termination of the Agreement hereunder.

10. No Transfer

The Client is not allowed to assign or transfer the Agreement, nor to sublease the contracted facilities to any third party, including a group company being affiliated with the Client, without the Hotel's prior written consent.

11. Liability

The Client shall be liable to the Hotel for any loss or damage to the Hotel's building and equipment, the Hotel's personnel, other guests or the Hotel's brand system or other, if caused by the Client or any delegate or third party involved in the Event by the Client. The Hotel may request prove of the Client's liability insurance covering the Event to protect the Hotel against the Client's exposure to the Client's liability.

The Hotel takes no responsibility for any loss, theft or damage of valuables belonging to the Client or related persons which were not kept or submitted to be kept in the Hotel safe deposit at the front desk. Neither can the Hotel take any responsibility for loss or damage of the Client's property when such property was put in a place not designated for that purpose. Any loss or damage to the Client's property should be announced immediately (in 24 hours) to the Hotel Management.

12. Law and Jurisdiction

This Agreement is subject to the laws of the country where the Hotel is located. All disputes, conflicts and claims arising from or in connection with this Agreement shall be settled amicably between the Hotel and the Client. Should the parties fail to reach an amicable settlement, the matter shall be submitted to the competent court at the Hotel's domicile.