

## LINDNER HOTELS ČESKÁ REPUBLIKA S.R.O

### GENERAL TERMS AND CONDITIONS OF BUSINESS

#### Article 1 Scope

1. These General Terms & Conditions of Business (GTC) apply to all services provided by Lindner Hotels Česká republika s.r.o. (hereinafter referred to as "Lindner") to the guest, the event organizer and other contract partners (hereinafter referred to as "contract partner") and will form an integral part of the contract concluded between Lindner and the contract partner. These services consist, in particular, of allowing use against payment of hotel bedrooms and other rooms, e.g. for seminars, meetings, presentations, conferences, banquets and other events, the sale of food and beverages (F&B), the organization of cultural and sporting events and other programmes, the provision of specific measures in promotion of health and comparable offerings, as well as all associated further products and services of Lindner. Lindner shall be entitled to have its services performed by third parties.

2. These GTC apply to all forms of contracts with contract partners, such as hotel lodging, inclusive tour, contingent or event contracts concluded with Lindner. The GTC shall also apply to all future business with the contract partner.

3. The GTC of the contract partner shall not apply even where Lindner fails to expressly reject same. Counter-confirmations of the contract partner with reference to its GTC are hereby rejected.

#### Article 2 Conclusion of contract

1. In principle, the relevant contract comes into existence following a verbal or written request by the contract partner and on acceptance by Lindner. Lindner shall be free to accept the request in writing, verbally, in text form (email, fax) or de facto by providing the service.

2. If the contract partner makes a group booking, this will result in a "quota contract". The quota contract overrides and supplements these terms and conditions. Under this quota contract, the contract partner shall be liable for all damage culpably caused by the end user.

3. A group booking exists when a contract partner books more than nine rooms in a hotel during the same period or for the same event, whether the bookings are made together or separately. The booking method used to make a group booking is immaterial. The booking can be made in person, by telephone, by fax, by e-mail, in writing,

on lindner.de, through agents (e.g. online portals) or in other ways.

4. Sub- or further letting, or the unpaid use by third parties of the rooms provided, as well as uses for purposes other than accommodation, shall only be permitted if Lindner has given its express permission. On request, Lindner may, at its discretion, grant an exception in writing.

#### Article 3 Use, handover of rooms, check-out

1. Rooms are made available exclusively for the purposes of lodging.

2. The contract partner shall be liable towards Lindner for all damage caused by its act, omission or negligence of third parties who have received services of Lindner in connection with Lindner and the contract partner.

3. The contract partner shall have no right to use of certain rooms. Are rooms not available, Lindner shall inform the contract partner in due time and is entitled to offer equivalent rooms in a nearby hotel of the same category. Should the contract partner reject such offer, Lindner has to refund all benefits received from the contract partner.

4. Booked rooms are available to the contract partner as from 16:00 on the day of arrival. Except where agreed otherwise, Lindner shall be entitled to let booked rooms to others after 18:00 in case the contract partner does not show up in time, whereby the contract partner shall derive no rights or claims as a result hereof.

5. Rooms must be vacated at the latest by 12:00 on the day of departure. In case the rooms are not vacated in time, notwithstanding any losses thus incurred, Lindner may charge the daytime room rate for the additional use of the room until 16:00, and after 16:00 100% of the full price of lodging (as mentioned in the applicable price list.)

#### Article 4 Events

1. To enable careful preparation by Lindner, the contract partner shall provide Lindner with the final number of participants at the latest three days prior to the beginning of the event. Insofar as the contract partner thereby notifies a higher number of participants than agreed in the contract, such higher number of

participants shall only form an element of the contract if Lindner agrees to this in writing. If Lindner does not agree in writing, the contract partner shall not be entitled to conduct the event with a higher number of participants. If Lindner does agree, the charges shall be based on the new agreement (where applicable with additional expenses). The contract partner shall have no right to consent by Lindner. Irrespective of the number of participants notified, the charges shall be based on the contractual agreements. Should less participants actually attend the event, this shall be irrelevant to the charges.

2. In case the agreed time of the beginning of an event would shift, Lindner shall be entitled to invoice the contract partner for all additional costs thus incurred.

3. Reserved rooms shall be available to the contract partner only within the period of time agreed in writing; use beyond those times requires the written permission of Lindner and will basically be permitted only against additional charges. Lindner reserves the right to change rooms insofar as the contract partner can reasonably be expected to accept these having taken into account the interests of Lindner.

4. For events going beyond midnight, Lindner shall be entitled to invoice € 50.00 plus VAT per service employee booked for each hour or part thereof. The contract partner shall be liable towards Lindner for additional services provided to the participants in the event, or to third parties in connection with the event.

5. Except where expressly agreed otherwise in writing, the contract partner shall obtain all official permits relating to the event at its own expense. The contract partner shall observe all relevant (legal) requirements. The contract partner shall pay any levies payable to third parties for the event, such as OSA royalties etc, directly to the creditor concerned without delay.

6. The contract partner shall be liable for the conduct of its employees, the participants at the event, as well as any servants, in the same way as for its own behaviour. Lindner may demand provision of appropriate security from the contract partner (e.g. insurance, deposits, guarantees).

7. To prevent damage, the mounting and assembly of decoration material or other items must be agreed with Lindner in advance. Exhibits and other objects brought in must be

removed at the end of the event. Should the contract partner fail to observe this rule, Lindner shall be entitled to have them removed and stored by Lindner at the contract partner's expense. The contract partner shall dispose of all transport packaging, outer packaging and all other packaging materials at its own expense. Should the contract partner leave packaging behind after the end of the event, this may be disposed of at the contract partner's expense. All items such as decoration material brought in within the scope of the event must meet all relevant legal requirements.

8. Lindner has no obligation to be insured for items brought in. Concluding any insurance required is purely a matter for the contract partner.

9. Wherever possible, faults or defects on equipment provided by Lindner will be repaired. The contract partner may derive no rights in this respect.

10. Where the contract partner brings in its own electrical systems, the hotel management must give its permission before these are connected to the electricity network. The power consumed will be invoiced at the currently valid electricity prices charged to Lindner by the power supplier. Lindner shall be free to charge a flat rate at its discretion. Any faults or defects in Lindner's technical systems caused by such connection shall be for the account of the contract partner.

11. Where Lindner procures technical or other equipment for the contract partner, Lindner shall be deemed acting in the name of and for the account of the contract partner. The latter shall be liable for due care and orderly return of such equipment and indemnifies Lindner against all claims by third parties on first written demand. Lindner shall not be liable for failure to procure on time or for any defects in the equipment procured.

12. In principle, the contract partner may not bring food and beverages to the event. In special cases (e.g. national specialities etc.) this may be agreed in writing; in such cases, an overhead charge will be invoiced with deduction of the proportional cost of sales.

13. Newspaper advertisements containing invitations to job interviews and / or sales events basically require prior written permission by Lindner. Should publication take place without permission, Lindner shall be entitled to cancel the event.

14. Any form of advertising, information or invitations that create a link to the hotel, especially by use of the hotel's name, require the prior written consent of Lindner.

15. Regarding withdrawal, cancellation and reduction, the regulation

stated in § 6 applies correspondingly.

#### **Article 5 Provision of services, prices, payments, offsetting and assignment**

1. The prices for the respective services are based on the Lindner price list valid at the time service is provided. All prices are quoted inclusive of the statutory value-added tax rate in force at the time. All prices are inclusive of currently applicable taxes. The prices do not include public charges e.g. visitor's tax or other local taxes. The above charges will be calculated- and borne by the contract partner in addition. The amounts will be billed separately.

2. Amounts due to Lindner are payable without deduction immediately upon receipt of the invoice concerned. An invoice shall be deemed received by the invoice recipient at the latest 3 calendar days after being sent, except where earlier delivery can be proven. The provisions of law apply to payment arrears.

3. Any collective invoice prepared shall not release the contract partner from the duty to pay individual invoices on time. In the event of default of payment, even of only one individual invoice, Lindner shall be entitled to refuse all further and future services, and to make provision of services subject to a deposit of up to 100% of the payment still outstanding.

4. A collection fee of € 10.00 shall be payable for each reminder issued. In principle, invoices are payable immediately in cash or by credit card. Lindner shall be entitled to refuse cheques, credit cards and foreign currencies. Vouchers from tour operators will only be accepted if a credit agreement exists with the company concerned or if corresponding advance payments have been made. Reimbursement for

services not used is excluded.

5. The contract partner may only offset against amounts due to Lindner if his claim is undisputed. The same applies accordingly to any exercise of rights of withholding due to the contract partner's own claims. Claims and rights may only be assigned by the contract partner subject to written permission of Lindner.

6. If the contract partner uses a credit card for Lindner products where an advanced payment is required (such as general orders with advanced payment or a guaranteed booking) without physically present (eg. via telephone, Internet, etc.), the contract party is not entitled to revoke the burden in relation to Lindner toward the credit card company.

#### **Article 6 Withdrawal, cancellation, service reductions**

1. Reservations made by the contract partner are binding for both contract partners. If a right to withdraw from the contract has not been agreed or has already expired, or no legal right to withdraw or cancel exists, and Lindner does not agree to cancel the contract, Lindner retains the claim to the agreed remuneration even though the services have not been supplied. In such cases, Lindner must offset the revenue from letting the rooms to third parties and from the expenditure saved. If the rooms are not let to third parties, Lindner can charge the discount for expenditure saved as a lump sum. In this case, the contract partner is obliged to pay the following percentages of the agreed total price for an overnight stay with or without breakfast:

- a) 50% of the agreed total price if written notification of cancellation or reduction is received by Lindner between 89 and 30 days before the start of service
- b) 70% of the agreed total price if written notification of cancellation or reduction is received by Lindner between 29 and 10 days before the start of service
- c) 90% of the agreed total price if written notification of cancellation or reduction is received by Lindner less than 10 days before the start of service
- d) In the case of package arrangements with external services: 70% for half-board packages and 60% for full-board packages

Lindner has no claim if it receives written notification of cancellation or reduction 90 or more days before the start of service.

2. The contract partner is authorized to prove that the indemnity doesn't exist or is lower.

3. Insofar as Lindner can provide the cancelled service to a third party within the agreed period, the amount due from the contract partner shall be reduced by the amount such third parties pay for the service cancelled, but with a maximum of the total amount due.

#### **Article 7 Withdrawal / cancellation by Lindner**

1. By law, Lindner is entitled to withdraw/cancel the contract. Furthermore Lindner is entitled to withdraw/cancel the contract, if:

- a) Fulfilment of contract is impossible due to force majeure, strike or other circumstances beyond Lindner's control
- b) The contract partner gives misleading or false information on significant matters
- c) The contract partner uses the name of Lindner in advertising materials without prior written permission
- d) The contracted rooms are sublet in part or in full without Lindner's written permission
- e) Lindner has justified reasons to believe that use of the hotel's services may jeopardize smooth business operations, safety, security or Lindner's reputation in public.

2. Lindner shall notify the contract partner that it is exercising its right of withdrawal/cancellation forthwith, at the latest within 14 days of learning the reasons. Dissolution of contract by Lindner shall not be grounds for claims by the contract partner to damages or other compensation. Any right of Lindner to restitution of any damages it incurs and of the expenditures it has made remain unaffected in the event of rightful cancellation of contract.

#### **Article 8 Lindner's liability, items brought in, period of limitations**

1. Lindner shall be liable for any claims under law or contract (with the exception for damages to objects brought in by the contract partner) only in the event of malicious intent or gross negligence.

2. By way of exception, Lindner shall only be liable for negligence in the event of damages;

- a) due to breach of essential contractual duties. In such cases, liability is limited to the

foreseeable losses typical to that type of contract;

- b) due to injury to life or limb.

3. Any liability of Lindner for consequential damages or indirect damages is precluded.

4. Disclaimers and limitations of liability apply accordingly to all companies engaged by Lindner in fulfilment of its contractual duties, as well as their subcontractors and servants. They shall not apply if Lindner has assumed a guarantee for the properties of any item or work or in the event of defects concealed with the intent to deceive.

5. The contract partner is obliged to report apparent defects to the hotel forthwith and at the latest on departure.

6. For objects of the contract partner, the legal requirements shall be used.

7. Items left behind by the contract partner/guest shall only be forwarded at the request, risk and expense of the contract partner. Lindner stores such items for 12 months and charges a reasonable fee for doing so. Insofar as the items have an apparent value, items will then be turned over to the local lost & found office.

8. In respect of consumers liability exclusions do not apply if they are contrary to the regulations of the Czech Civil Code or other laws on protection of consumers.

#### **Article 9 Addition provisions for inclusive tour contracts**

1. Where, apart from providing subsistence and lodging, the contract provides for Lindner to organize a leisure time programme as a chargeable service, this shall represent a so-called inclusive tour contract.

2. The contract partner may assert no claims due to changes, deviations or curtailments of individual services within the scope of an inclusive tour contract that become necessary subsequent to conclusion of contract if such changes, deviations or curtailments are merely insignificant.

3. Lindner shall not be liable for damages suffered by the contract partner through use of a special service; in so far, the contract partner will be referred to his rights to enforce its claims against the respective party organizing the special service.

#### **Article 10 Smoking in a non-smoking room**

1. If you are staying in a non-smoking room (these are identified as such), smoking in this room represents use contrary to the contract and will be penalised with a fine of €150.00. This charge ensures that the contractual partner shares the additional cleaning costs required (curtains, furniture, etc.). Lindner has the option of proving that greater costs have been incurred as a result of cleaning the room. In this case, the fine will be offset against the actual cost of the damage.

2. If the room cannot be let the same day due to the strong smell of smoke, Lindner is entitled to bill the guest for an extra night at 90% of the standard rate valid at that time, in addition to claiming compensation as set out in point 1 above.

3. If smoking in a non-smoking room causes the deployment of the fire service via the hotel's fire alarm system and Lindner is charged for these deployment costs, the contractual partner will also be obliged to pay compensation for the amount concerned.

4. The contractual partner has the option of proving that the claims set out above have not been incurred or have not been incurred to the extent claimed.

#### **Article 11 Place of performance and payment, place of jurisdiction, side agreements, separability**

1. Place of performance and payment for both parties is the place of business of the respective Lindner hotel operation.

2. Out-of-court disputes shall be resolved before the Czech Trade Inspectorate ([www.coi.cz](http://www.coi.cz)). Consumers must file a petition for an out-of-court settlement of a consumer dispute within 1 year from claiming their right from Lindner for the first time. The consumers shall present their petition to the Czech Trade Inspectorate in writing, orally for the record or by electronic means using an online form available at [www.coi.cz](http://www.coi.cz) with a recognised electronic signature or by sending it to the data box of the Czech Trade Inspectorate. The petition must include (i) identification of the parties; (ii) complete and comprehensible description of matter of facts; (iii) indication of the consumer's objective; (iv) date when the consumer claimed his or her right from Lindner for the first time; (v) declaration that no court has decided on the dispute, no arbitral award has been issued or no agreement has been reached between the parties within an out-of-court settlement of a consumer dispute and that such proceedings (court, arbitration, out-of-court settlement) have not been initiated (vi) date and signature of the consumer. The consumer shall include evidence proving that the dispute with Lindner could not be settled directly as well as other documents proving the matter of

facts, and a power of attorney if applicable.

3. These GTC constitute an integral part of all contracts entered into by and between Lindner and its contract partners. In case of discrepancy between the provisions hereof and the provisions of the contract, the provisions of the contract shall prevail.

4. Lindner is entitled to change these GTC or supplement them with additional provisions, in particular as regards the scope and validity hereof; the scope of changes to these GTC; change implementation principles; creation, change and termination of the contractual relationship; rights and obligations of the parties and liability.

5. Lindner shall deliver such changes and/or supplements or the consolidated version of the amended GTC to the contract partner no later than 1 months prior to the proposed effective date of such changes or supplements by any means agreed upon or customary for communication between Lindner and the contract partner.

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registered in the Commercial Register kept by the Municipal Court in Prague, Section C, File 193611

6. If the contract partner disagrees with the proposed change and/or supplement, the contract partner may terminate the contract for this reason effective on the date immediately preceding the effective date of such change or supplement.

7. A failure by the contract partner to terminate the contract for such reason shall render the new GTC binding for both parties as an amendment to the originally agreed terms and conditions, effective as from the date set forth in the

notification of the proposed change or supplement to the GTC.

8. Czech law shall apply.

9. Place of jurisdiction is Prague.

10. Should any provisions of contract, including these GTC, be ineffective, this shall not affect the effectiveness of the remaining provisions. The parties shall replace such ineffective provisions forthwith by an effective provision that comes closest to representing the purpose sought and its financial significance.

The same applies if the contract should contain omissions.

11. These GTC shall enter into effect on January 2020.

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