

GENERAL TERMS AND CONDITIONS

NH Prague City Hotel

I. Area of validity

1. These General Terms and Conditions (hereinafter the "GTC") shall apply to any and all supplies provided by MP Development akciová společnost (*joint-stock company*) (hereinafter "MP Development"), which operates NH Prague City Hotel (hereinafter the "Hotel"), to guests, business entities and other business partners (hereinafter the "Partners"). The term "supply" comprises primarily the provision of Hotel rooms and other facilities for consideration, e.g. to hold seminars, meetings, presentations, conferences, feasts, cultural, sports and other events (hereinafter "Events"), sale of food and drinks (F&B), and any and all related supplies and deliveries by MP Development. MP Development is entitled to deliver its supplies through third parties.
 2. These GTC shall apply to all types of contracts that may be entered into with MP Development, i.e., in particular, accommodation contracts and event organisation contracts.
 3. These GTC shall apply alongside general terms and conditions of the NH HOTELS chain that are available online at www.nh-hotels.com/nh/public/home/generalConditions.html. For purposes of any conflict between the two sets of general terms and conditions, the present GTC shall prevail.
 4. Sub-lease or transfer of the lease, provision of leased facilities for use, use of Hotel rooms for purposes other than accommodation, public events or other promotional activities, job interviews, sales events or other activities require prior written consent of the Hotel management and may be subject to a special fee. MP Development or Hotel management may terminate unauthorised events or request that such events be terminated.
 5. Business terms and conditions of the Partners shall not apply and are excluded. Such business terms and conditions shall apply only based on explicit prior written agreement.
2. The Partner agrees to pay the applicable or agreed prices to MP Development for the use of Hotel rooms, other facilities and any other services provided. This shall also apply to services and payments by MP Development to third parties as arranged by the Partner.
 3. MP Development may change the agreed prices for services provided that the Partner requests additional changes in the number of booked rooms or other Hotel facilities, Hotel services, length of stay or number of Event participants, and MP Development has approved such changes.
 4. MP Development is entitled to request a reasonable advance payment or security upon entering into a contract or later.
 5. Unless an invoice issued by MP Development states otherwise or if it does not specify the due date, the invoice shall be payable within 10 days of delivery to the Partner. MP Development is entitled to declare advance payments payable at any point and request their immediate payment. In case of default with the payment, MP Development is entitled to charge the statutory default interest. The Partner shall pay a fee of CZK 200 to MP Development for every default notification send by MP Development to the Partner. The Partner shall also compensate MP Development for any and all further costs incurred in connection with recovery of the Partner's debt, in particular the cost of legal representation.
 6. The Partner may set off MP Development's claim only against the Partner's claim against MP Development which has been recognised, granted by a final court decision or is undisputable.
 7. By accepting these GTC, the Partner agrees that MP Development's rights under contractual relationships with the Partner shall be subject to a 10-year limitation periods starting on the day that MP Development could exercise the respective rights for the first time.

II. Conclusion of a contract

1. A contract shall be considered concluded when a party accepts an oral or written offer from the other party. MP Development shall not be obliged to confirm acceptance of an offer in writing.
2. Unilateral amendments or supplements made by a Partner shall be null and void. MP Development hereby expressly excludes the application of Section 1740 (3) of Act No. 89/2012 Coll., the Civil Code, as amended.
3. If a Partner arranges, on behalf of another person, for accommodation or other services (e.g. conference-related) provided by MP Development, the Partner agrees to ensure that the third party performs the relevant agreement, in particular as regards payment for the services provided. Should the third party fail to perform the agreement, the Partner shall be liable for any damage that may arise to MP Development.
4. No later than upon signing the contract, the Partner is obliged to notify MP Development, even without a request, if its use of Hotel services poses a risks of disruption of regular operations of the Hotel, security risk or if it could potentially damage reputation of the Hotel or MP Development.

III. Services, prices, payment, set-off and limitation period

1. MP Development agrees to ensure availability of rooms and other facilities booked by the Partner for the purpose of organisation of Events and to provide the agreed services.

IV. Use of Hotel rooms, room handover, check-out

1. Hotel rooms shall be used exclusively for accommodation purposes.
2. The Partner shall be liable to MP Development for any and all damage caused by the Partner or a third party to whom MP Development provides services upon instruction from the Partner.
3. The Partner shall have no entitlement to use specific rooms. Should booked rooms not be available in the Hotel, MP Development shall notify the Partner thereof without delay and shall offer the Partner an equivalent substitute in a nearby hotel of the same category. Should the Partner decline such an offer, MP Development shall return any and all consideration provided by the Partner without delay.
4. Booked rooms shall be available to the Partner on the arrival date from 3 p.m. Unless agreed otherwise, should the rooms remain unoccupied after 6 p.m., MP Development is entitled to utilise such rooms otherwise without giving rise to any rights or claims whatsoever on the part of the Partner.
5. The Partner shall check out from the rooms by 12 noon on the departure date. Should the Partner fail to check out and hand any room over in due time, MP Development may charge the full price for another day. This shall be without prejudice to MP Development's right to compensation for damage. In the event that MP Development is forced to accommodate guests in another hotel due to the Partner's late check-out, the Partner agrees to compensate MP Development for any and all costs incurred in this relation.

6. The Partner may bring pets to the Hotel only with prior consent of MP Development; a special fee may apply.

V. Services related to Event organisation

1. The Partner must notify MP Development of any change in the agreed number of participants exceeding 5% no later than 10 business days prior to the beginning of the respective Event. Any and all changes shall be subject to prior written consent of MP Development. The Partner shall have no entitlement to being granted such consent.
2. A decrease in the number of participants not exceeding 5%, if announced no later than 10 business days prior to the beginning of the respective Event, shall be taken into consideration in the final price calculation. In case of a decrease in the number of participants exceeding 5%, the final price calculation shall be based on the original number of participants decreased by 5%. An actual lower number of participants shall have no effect on the final price calculation.
3. If the actual number of participants is higher than originally announced, the final price calculation shall always be based on the actual number of participants. If the actual number of participants exceeds the original number by more than 5%, MP Development cannot guarantee an increase in the number of meals or the requested order of courses.
4. If the actual number of participants exceeds the original number by more than 10%, MP Development is entitled to provide other facilities than those originally agreed.
5. Should the agreed date of the Event change, MP Development cannot guarantee that appropriate facilities will be available. Change of date notifications and cancellation fees shall be governed by Article VII hereof. If the Event is held on a different date, MP Development is entitled to charge any and all additional costs that may arise in this connection to the Partner.
6. The booked facilities shall be available to the Partner only for the period agreed in writing. Utilisation of Hotel facilities outside the agreed time scope is subject to consent of the Hotel management and to an additional charge.
7. If the Event continues after 10 p.m., MP Development is entitled to charge to the Partner documented personnel costs from that hour on, unless agreed otherwise. MP Development is also entitled to charge documented travel costs of its employees, if required to travel home after the closing hour and consequently incur additional costs.
8. The Partner is obliged to meet all requirements and obtain all applicable official permits and approvals required for such Event and to do so in due course and at its own expense. The Partner is responsible for compliance with public and other regulations, noise limits, protection of youth, etc. and for any and all mandatory payments to copyright collection societies (DILIA, OSA, INTERGRAM, OOA-S, GESTOR, OASA, etc.).
9. The Partner is responsible for the conduct of its employees, Event participants and other personnel as well as for its own conduct. MP Development may request the Partner to provide reasonable security (e.g. insurance, security deposit, guarantee).

10. Placement and installation of decorative materials and other items shall be discussed in advance with MP Development in order to prevent damage. Items on display and other objects brought in must be removed after the end of the Event. Should the Partner fail to observe the preceding provision, MP Development has the right to remove and store the items for a fee. The Partner is obliged to remove transport packaging, wrappers and any other packaging at its own expense. Should the Partner leave packaging on the premises after the end of the Event, MP Development may arrange for removal and charge the costs to the Partner. All items brought in for the Event, such as decorations etc., must comply to all applicable regulations.
11. MP Development is not obliged to take out insurance for items brought in for the Event. The Partner shall be solely responsible for taking out appropriate insurance.
12. The Partner shall obtain consent of the Hotel management prior to connecting the Partner's own electric devices to the mains. The Partner will be held liable for any and all breakdown or damage caused by operation of such electric devices to the Hotel facilities. MP Development is entitled to keep record of electricity consumption and charge a flat fee as a compensation for the cost of the electricity consumed by the Partner's devices.
13. If MP Development is asked to arrange for third-party technical equipment and other equipment on behalf of the Partner and on the Partner's initiative, MP Development acts in the respective scope on behalf of the Partner, with the Partner's permission and on the Partner's account. The Partner is responsible for careful handling, appropriate use and proper return of such equipment as well as of the Hotel's own equipment. The Partner shall compensate MP Development for any and all third-party claims related to the provision of such equipment.
14. Should the Partner prefer to use its own equipment to the Hotel's equipment that is otherwise fit for the purpose, MP Development may charge a fee for non-utilisation of such equipment.
15. As a rule, the Partner may not bring in its own food and drinks for the Event. Exceptions must be agreed with the Hotel management in writing and a fee to cover fixed costs will be charged in such a case. In case of a breach of this rule, MP Development is entitled to charge a compensation for the loss incurred per each Event participant to equal the amount that MP Development would otherwise receive for the provision of its services. MP Development shall not be held liable for any health damage suffered due to consumption of food and drinks brought into the Hotel.
16. Prior written consent of MP Development is required for newspaper advertisements that contain an invitation to a presentation or a sales event.
17. Prior written consent of MP Development is required for any advertising, notices, invitations referring to the Hotel, in particular if the Hotel's name is mentioned.

VI. Cancellation of the accommodation contract by the Partner

1. The Partner may terminate the accommodation contract for any reason or without stating a reason. In such a case, the Partner is obliged to pay compensation (a

cancellation fee) for any damage incurred by MP Development in connection with the termination unless MP Development was able to prevent such damage by letting the room to another Partner. Cancellation of the contract under this article shall be deemed as notice of the contract.

2. If MP Development and the Partner agree in writing on a grace period for cancellation of the accommodation without a cancellation fee, the Partner may cancel the contract within such period of time in writing without any entitlement to payment or compensation for damage arising for MP Development.
3. If no grace period for cancellation of the accommodation contract without a cancellation fee has been agreed or if the Partner cancels the accommodation contract after the expiry of such period, MP Development is entitled to request an agreed compensation for damage (cancellation fee) lowered by a sum total of costs saved.
4. Unless a cancellation period has been explicitly agreed in the accommodation contract, the cancellation fee shall amount to:
 - a) 40% of the value of the ordered services, if the Hotel's reservation department receives a written cancellation notice no later than 30 days before the first day of the ordered services.
 - b) 60% of the value of the ordered services, if the Hotel's reservation department receives a written cancellation notice between 29 and 3 days before the first day of the ordered services.
 - c) 80% of the value of the ordered services, if the Hotel's reservation department receives a written cancellation notice 2 days or less before the first day of the ordered services.

VII. Cancellation of the event organisation contract for reasons on the part of the Partner

1. Termination of the contract by the Partner free of charge is permissible only with written consent of the Hotel management. Should the Hotel management fail to grant such consent, the Partner is obliged to pay the rent and the price of services under the contract. This shall not apply if the facilities are rented to another partner under the same terms or if MP Development breached its obligations.
2. If MP Development and the Partner agree in writing on a grace period for cancellation of the contract (by withdrawal or another method of unilateral termination) by the Partner without a cancellation fee, the Partner may terminate the contract within such period of time in writing without any entitlement to the payment or any other performance arising for MP Development.
3. If no grace period for termination of the contract by the Partner without a cancellation fee has been agreed between MP Development and the Partner or if the Partner terminates the contract after the expiry of such period, MP Development is entitled to charge 40% of the lost revenue from consumption plus the agreed price of the lease and the cost of third-party services. If the Partner terminates the contract 21 days or less before the Event date, MP Development is entitled to charge a further 40% of the lost revenue from consumption plus the agreed price of the lease and the cost of third-party services.
4. Revenue from consumption shall be calculated as the price of the meal menu for the Event plus the price of drinks, multiplied by the number of participants. If no price for the menu has been agreed, the calculation shall be based on the price of the cheapest three-course

menu for the respective Event type. The price of drinks shall be determined as one third of the price of the meal menu. If no price for a three-course menu for the respective Event type has been set, the calculation shall be based on the usual revenue from consumption (of meals and drinks) that MP Development typically invoices for similar events with a comparable number of participants.

5. If a single rate per Event participant has been agreed, MP Development is entitled to charge:
 - a) 60% of such single rate multiplied by the number of participants, if the Partner terminates the contract after its execution or after the expiry of the agreed grace period.
 - b) 80% of such single rate multiplied by the number of participants, if the Partner terminates the contract less than 21 days before the Event date.

VIII. Cancellation of the contract by MP Development

1. Besides statutory reasons, MP Development may withdraw from the contract in the event that an agreed or required advance payment under Article III (4) hereof has not been paid even within a reasonable grace period of time set by MP Development.
2. MP Development is likewise entitled to withdraw from the contract for objectively justifiable reasons, in particular:
 - (i) if MP Development is unable to perform the contract due to *force majeure* or other circumstances for which MP Development is not liable;
 - (ii) if the Partner provides misleading or false information needed to execute the contract or for MP Development to provide a proper service, e.g. as regards the identity of the Partner or the purpose;
 - (iii) if MP Development can reasonably assume that the provision of services might endanger the Hotel's undisturbed operations, safety or reputation, where such effects cannot be attributed to the nature of management or organisation of the Hotel;
 - (iv) in the event of a breach of Article I (4), Article V (16) or Article V (17) hereof.
3. If MP Development withdraws from the contract for legitimate reasons, the Partner is not entitled to seek any compensation.
4. If MP Development withdraws from the contract pursuant to paragraphs 1 and 2, with the exception of paragraph 2 (i) hereof, and becomes entitled to seek compensation for damage, MP Development may claim a flat compensation in an amount equal to the cancellation fee under Articles VI (4) and VII (3) to (5) hereof.
5. In case of withdrawal from the contract, MP Development is entitled to compensation for the corresponding part of the price for services provided before termination of the contract.
6. In case that MP Development does not comply with Art. III (1) hereof for the reasons on its side, i.e. is not able to provide the ordered services, MP Development is obliged to provide the ordered services to the Partner by another provider of such services under the same or better available quality and price.

IX. MP Development's liability

1. Any damage claims by the Partner who is not a consumer are excluded. Exceptions include death, bodily harm or other damage to health, damage caused by intentional breach of obligations or gross negligence on the part of MP Development or its employees.

2. MP Development shall be liable to the Partner for damage to assets brought to the Hotel in compliance with applicable legal regulations. Liability for cash and valuables brought into the Hotel shall be limited to an amount equal to the agreed daily price for accommodation of one person multiplied by a factor of 100. The Partner agrees to prevent damage to its property by locking the room or safety deposit box properly and by using the in-room safe. Utilisation of a safe in the room does not establish a custodial agreement. The value of cash, securities and valuables deposited in the Hotel safe must not exceed the amount of the Hotel's insurance policy. The Partner shall exercise its right to compensation for damage to property brought into the Hotel with MP Development without undue delay, but not later than 15 days after discovering the damage.
3. If a parking place is provided to the Partner in the Hotel garage or parking lot, including for a fee, this does not constitute a custodial agreement or similar arrangement and MP Development's only contractual commitment in this regard is the mere provision of the parking place. MP Development shall not be held liable for a loss of or damage to a car parked on or moving around Hotel premises, or for a loss of or damage to property or animals left in a car. MP Development bears no responsibility for surveillance, and no control of access to the Hotel garage and parking lot shall be deemed as surveillance of the cars parked therein. Any damage must be immediately reported to the Hotel management.
4. Any property left behind at the Hotel will be sent to the Partner upon request at the Partner's expense and risk. MP Development will store such property at the Hotel for a period of three months and subsequently, if clearly valuable, will hand over the property as lost/found to relevant authorities. If such property appears worthless, MP Development reserves the right to dispose of it after the lapse of the aforementioned storage period.

X. Final provisions

1. With the exception of contracts entered into by the method described in the second sentence of Article II (1) hereof, oral agreements shall be binding only if confirmed in writing. Amendments and supplements to contracts, this article, acceptance of an order by the Partner, or these General Terms and Conditions shall be in writing.
2. MP Development processes personal data of its Partners in compliance with applicable legal regulations, in particular Act No. 101/2000 Coll., on the protection of personal data, as amended, and protects such data using appropriate technical and organisational measures. Whenever MP Development receives personal data of third persons from the Partner, the Partner agrees to proceed in compliance with the aforementioned Act and other applicable legal regulations.
3. The place of performance and payment shall be the registered address of the Hotel.
4. If permitted by applicable legal regulations, any and all disputes shall be resolved exclusively by competent courts with jurisdiction applicable to the Hotel's with regard to the registered address.
5. Any and all contracts entered into between MP Development and its Partners shall be governed by the Czech laws. The application of the United Nations Convention on Contracts for the International Sale of Goods (the Vienna Convention) and rules governing conflicting laws shall be excluded.
6. Out-of-court disputes shall be resolved before the Czech Trade Inspectorate (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 by MP Development 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 with a recognised electronic signature or sent to a data box. 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 by MP Development for the first time; (v) declaration that no court has decided 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 append evidence proving that the dispute with MP Development could not be settled directly as well as other documents proving the matter of facts, and a power of attorney if applicable.
7. These GTC constitute an integral part of all contracts entered into by and between MP Development and its Partners. In case of discrepancy between the provisions hereof and the provisions of the contract, the provisions of the contract should prevail.
8. Invalidity or ineffectiveness of any provision hereof shall be without prejudice to the validity and effectiveness of other provisions. Other matters shall be governed by statutory provisions. Any invalid provisions hereof shall be replaced with statutory provisions with a sense and meaning closest to the invalid provisions.
9. MP Development 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.
10. MP Development shall deliver such changes and/or supplements or the consolidated version of the amended GTC to the 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 MP Development and the Partner.
11. If the Partner disagrees with the proposed change and/or supplement, the Partner may terminate the contract for this reason effective on a date immediately preceding the effective date of such change or supplement.
12. A failure by the 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.
13. These GTC shall enter into effect on 15 August 2016.