



Smlouva o spolupráci Česká Filharmonie - HEJ ROMAILE 171022

The following contract settles the terms and conditions of cooperation between:

2.DSP, s.r.o.

Na Strži 32, 140 00 Praha 4

Registration No./IČO: 25614207, Tax Registration No./DIČ: CZ25614207

The Company is registered in the Commercial Register of the City Court in Prague, Section C, Record 54919 (hereinafter referred to as the "Provider")

and

Česká filharmonie

Address: Alšovo nábřeží 79/12, 110 00 Praha 1

Registration No./IČO: 000 23 264, Tax Registration No./DIČ: CZ00023264

Represented by: Mr. David Mareček, Director General

Contact: Ms. Irena Záhorská

Tel: +420 227 059 262

M: +420 607 567 793

e-mail: Irena.Zahorska@ceskafilharmonie.cz

(hereinafter referred to as the "Client")

(Provider and the Client hereinafter jointly referred to as the "Parties")

have concluded this innominate agreement under the **§1746 (2) of Civil Code**, as amended (hereinafter the "Contract"):

TERMS AND CONDITIONS

1. Subject-matter of the Contract

In relation to the provision of the temporary accommodation at Occidental Praha Hotel, Na Strži 32, 140 00 Praha 4 (hereinafter "Occidental Praha") by the Provider (hereinafter the "Services") the Parties hereby agree on the prices and conditions applicable to provision of Services by the Provider to the Client during the definite period as defined in article 2 below.

2. Validity of the Contract

The Contract is concluded for a definite period of time from **17.10.2022 until 20.10.2022** (hereinafter the "Period").

3. Liability

The Parties submit themselves to the laws of the Czech Republic and Czech Courts to resolve any conflict between them if the matter is not settled amicably.

4. Rates and reservations

The agreed discounted rates are quoted in CZK, per room and night, including breakfast.

All contracted rates are inclusive of taxes and services, unless otherwise agreed in writing, and shall not be increased throughout the Contract duration, except in the event of any indirect taxes increase (such as, but not limited to VAT) that may be applicable under the Laws of Czech Republic or might be imposed by any tax authority in Czech Republic. In this case, the contracted rates shall be increased in the same amount as the increase of VAT during the Period. The rates will be increased fifteen (15) working days after the Provider notifies the Client, in writing, the indirect tax modification. Decrease of any indirect taxes has no impact on rates.

Unless expressly agreed otherwise the **city taxes (místní poplatky) are not included** in the contracted rates below and will be paid directly by the guests at the reception of the hotel or to the Client in advance in such case the Client is obliged to transfer the amount of city taxes to the Provider before guest's arrival to the hotel.

The discounted rates under this Contract are valid for the reservations made in written form through reservation department of hotel as specified below.

Occidental Praha Hotel (ex Barceló Praha, Na Strži 32, Praha 4)

Contact: Markéta Janatová

Tel.: (00420)725 816 363

Tel.reservations : (00420) 296 772 406

Fax reservations: (00420) 251

035 110

Contact e-mail sales: m.janatova@barcelo.com

Contact e-mail reservations: GRPS paha.rm@occidentalhotels.com

Number of rooms: 12 DBL, 3 DBL FOR SGL USE, 1 DBL WITH EXTRA BED

Rates:

Renovated Superior rooms, all located next to each other

Single occupancy Room – 1 350 CZK per room per night

Double occupancy Room – 1 700 CZK per room per night

Double occupancy Room + extra bed 1 950 CZK per room per night

Price includes breakfast, Wi-Fi in room, 10% VAT. The city tax to be charged extra – 50 CZK/adult/night.

Car Parking- Ms. Kellarová for free, other cars 350 CZK/day incl. 21 % VAT -parking house, hotel garage

Bus parking (upon availability) – 1000 CZK/day incl. 21% VAT

Dinner: 19.10. 20:00 - 22:00 restaurant Doré. 3 course menu with water from dispenser. Price 300 CZK/person including VAT.

Kuřecí vývar s nudlemi, pečivo

Kachna červené zelí a bramborový knedlík

Zmrzlinový pohár

All other extra services (minibar, extra orders) need to be paid directly on spot at the hotel.

Should the Client wish to bring any food from outside, the Provider must be informed in advance. Upon the Provider's request, the Client shall submit to the Provider a supply letter or receipt with respect to any food brought from outside. The Client hereby expressly confirms that it acknowledges that the Provider shall be under no circumstances liable for any injury or loss caused in connection with such food, in particular, but not limited to, for any hygienic issues or food poisoning.

The Client undertakes to make sure that all guests who are required to stay in isolation/quarantine (depicted in yellow colour in the rooming list) will remain in their room for the entire isolation/quarantine period without any

exceptions, save for emergencies. The Provider shall deliver food and drink outside of the isolated/quarantined guest's room. Used dishes should be left outside the door for the staff to pick up, preferably at times close to food and drink delivery. The Client acknowledges that the cleaning services with respect to the rooms which are occupied by an isolated/quarantined guest may be reduced or even deferred until the end of the isolation/quarantine period.

The Client hereby expressly acknowledges that should any of the guests hereunder breach its isolation/quarantine obligation, the Provider is entitled to immediately terminate their accommodation in the hotel and charge the Client a contractual penalty amounting to 100% of the amount of the reservation for a such guest.

5. Conditions of payment

The Client will make the payment for group for all Services within the following calendar:

- **80 % prepayment 29.09.2022, at the latest, whereas 20 % of the prepayment will be used as a non-refundable deposit**

For Occidental Praha

Unicredit bank, Czech Republic a.s., Na Příkopě 858/20, Praha 1

For payment in CZK:

Unicredit: 322 685 0001 / 2700

IBAN: CZ8127000000003226850001

SWIFT: BACXCZPP

For payment in EUR:

Unicredit: 322 685 0028 / 2700

IBAN: CZ3127000000003226850028

SWIFT: BACXCZPP

If the Client is in default with the payment for the Services under this Contract, the Provider reserves the right to charge the interest in the statutory amount, otherwise 0,1% of total outstanding amount, per each day of delay.

If the payment is overdue more than 45 days, the Provider reserves the right to collect full pre-payment for all future reservations.

The Client acknowledges and agrees that in case of a credit card payment the charged amount will be increased by a fee of 3 % of the charged amount in order to cover the additional costs incurred by processing such a payment. This charge does not include any other fees related to the use of the card charged by the credit card issuer.

Further, the Client acknowledges and agrees that it bears all banking fees related to the transaction.

6. Cancellation conditions

For groups, the following cancellation conditions will apply:

- ▶ Cancellation of the group or group reduction 31 days before arrival date without any charge.
- ▶ Cancellation of the group or group reduction between 30 days and 15 days before arrival date, 25% charge, from the total amount of the reservation.
- ▶ Cancellation of the group or group reduction between 14 days and 7 days before arrival date, 50% charge, from the total amount of the reservation.
- ▶ Cancellation of the group or group reduction with less than 7 days before arrival date, 100% charge, from the total amount of the reservation.
- ▶ Partial cancellation of more than 10% of the total amount of rooms with less than 7 days before arrival date will be charged with the total amount of the reservation cancelled exceeding 10% of total reservation.
- ▶ Partial cancellation 2 days and less before arrival, 100% charge.

▶ No Shows will be charged with 100% of the amount of the reservation.

For the avoidance of any doubts, the Parties confirm that the above cancellation conditions fully apply for any cancellation (full or partial) due to the COVID-19 with the following exceptions:

- i. Should any participant be prior the check-in tested positive for COVID-19, and, therefore, not able to be accommodated, the Client will be charged a cancellation fee equal to the costs of one night and one dinner for such participant provided that the Client submits to the Client without undue delay a proof that the cancellation occurred due to the positive test on COVID-19 (e.g. the respective test result), otherwise the above cancellation policy applies in full; or
- ii. Should the Client cancel the reservation hereunder due to the fact that the event for which the Client requires the Services, i.e. workshop, is banned under a new measure adopted by the Government of the Czech Republic or other relevant public authority, a cancellation fee in the amount of 20% of the total amount of the reservation shall apply. The Parties agree that a non-refundable deposit shall be used for payment of this cancellation fee.

7. Other terms and conditions

The Client must send rooming list 10 days prior to arrival, at the latest.

Should a new tax apply or the current tax percentage change through the validity of the contract, the prices would change proportionally.

The above rates are valid reservations made in writing via the hotel reservation department. Also, all requests for changes to this agreement must be made in writing.

The Parties pledge not to reveal the content of this Contract to third Parties.

The Parties bound themselves to inform the other party in case of any change affecting the formality of the juridical person (address, telephone, VAT number...).

The Provider has the right to cancel the Contract if the Client breaches the agreed terms or breaks the law. Should any of the provisions of this Contract become invalid or ineffective, the validity or effectiveness of the other provisions shall not be affected.

The Parties agree on the terms of this Contract and submit to them by signing it.

By signing this Contract, the Client hereby expressly confirms that the Services hereunder, i.e. accommodation, conference and refreshments services, are requested for the purpose of pursuing a profession, business and other similar activities which complies with the currently effective crisis measure of the Government of the Czech Republic, which allows for the provision of the accommodation services for such purpose.

September 27, 2022

September 27, 2022

For **2. DSP, s.r.o.**

For **Česká filharmonie**

Per Power of Attorney
Roberto Mateos
General Manager

David Mareček
Director General

Vyhotovila a za správnost ručí: Irena Záhorská, oddělení vzdělávacích programů
Kontroloval: Petr Kadlec, vedoucí oddělení vzdělávacích programů