

Settlement agreement

concluded pursuant to Section 1746, paragraph 2 of Act No. 89/2012 Coll., Civil Code, as amended,
between the following parties:

Client

Hellenic National Defence General Staff

Human Resources Directorate/B1

with registered office at Mesogeion av. 227-231, 15561 Holargos, Athens, Greece

represented by Com. [REDACTED]

and

Supplier

Military Spa and Recreation Facilities, Contributory Organisation

with registered office at Magnitogorská 1494/12, 101 00 Praha 10 - Vršovice

represented by Ing. [REDACTED]

I.

Description of the facts

1. The parties concluded a contract on 03.05.2022, the subject matter of which was to arrange the stay of a Greek group sent by the client to the accommodation facility of the supplier. This contract was concluded on the basis of the membership of both parties in the International Liaison Committee of Military Social Organisations CLIMS.
2. The supplier is the obliged entity for publication in the Register of Contracts according to the contract referred to in the provisions of paragraph 1 of this Article and is obliged to publish the concluded contract in accordance with the procedure set out in Act No. 340/2015 Coll., the Act on the Register of Contracts, as amended.
3. Both parties to the contract agree that the contract referred to in paragraph 1 of this Article has not been published in the Register of Contracts by the time of the conclusion of this contract and that they are aware of the legal consequences thereof.
4. In order to regulate the mutual rights and obligations arising from the originally agreed contract, in view of the fact that both parties acted with the knowledge that the concluded contract was binding and in accordance with its content fulfilled what they mutually agreed, and in an effort to remedy the situation resulting from the non-publication of the contract in the Register of Contracts, the parties negotiate this new contract in the wording as set out below.

II.

Rights and Obligations of the Parties

1. The Parties hereby mutually confirm that the content of the mutual rights and obligations which they renegotiate by this Agreement is fully and completely expressed in the text of the originally

negotiated¹, which is annexed to this Agreement for these purposes. The time limits shall also be governed by the originally negotiated Agreement and shall be calculated from the expiry of 31 days from the date of its conclusion.

2. The Parties declare that they consider all mutual performance under the originally agreed contract to be performance under this contract and that they shall not claim unjust enrichment against the other Party in respect of the mutual performance.
3. The Parties declare that all future performance under this contract, which is to be performed from the moment of its publication in the Register of Contracts in accordance with the content of the mutual obligations expressed in the Annex to this contract, will be performed according to the agreed terms.
4. The Contracting Party which is the obliged entity for publication in the Register of Contracts pursuant to the contract referred to in Article I(1) of this contract hereby undertakes to the other Contracting Party to publish this contract and its complete Annex in the Register of Contracts without delay in accordance with the provisions of Section 5 of the Act on the Register of Contracts.

III. Final Provisions

1. This Settlement Agreement shall enter into force on the date of its publication in the Register of Contracts.
2. This Settlement Agreement shall be drawn up in two languages, namely Czech and English, one copy in each language having the value of an original.

Annex No. 1 - Contract for arranging a Greek group stay in the Czech Republic - Czech version
Annex No. 2 - Contract for arranging a Greek group stay in the Czech Republic - English version

On behalf of the client:

In.....on.....

[Redacted Signature]

Head of Division

On behalf of the supplier:

In Prague, on.....

[Redacted Signature]

Director

¹ In the event of any amendments to the public contract, such amendments must comply with Section 222 of Act No. 134/2016, on public procurement, otherwise the contracting authority's procedure could be considered an offence under Section 268 of this Act.

ŘECKÝ SKUPINOVÝ POBYT V ČESKÉ REPUBLICE V ROCE 2022

OBJEDNATEL:**GENERÁLNÍ ŠTÁB ŘECKÉ NÁRODNÍ OBRANY**

SEKCE LIDSKÝCH ZDROJŮ/B1

MESOGEION AV. 227-231

15561 HOLARGOS, ATHENS, GREECE

TEL.: [REDACTED]

Email: [REDACTED]

DODAVATEL:**VOJENSKÁ LÁZEŇSKÁ A REKREAČNÍ ZAŘÍZENÍ,
PŘÍSPĚVKOVÁ ORGANIZACE**

MAGNITOGORSKÁ 1494/12

101 00 PRAHA 10 – VRŠOVICE, ČESKÁ REPUBLIKA

tel.: [REDACTED]

E-MAIL: [REDACTED]

Destinace: Praha, Česká republika		Místo pobytu: VK Praha – hotel DAP	
Termín skupinového pobytu: 15.05. – 19.05.2022		Bankovní spojení dodavatele: Česká národní banka, IBAN: [REDACTED]	
Místo příjezdu / odjezdu: Letiště Václava Havla Praha	Počet nocí: 4	Počet osob: 30 (28 + 1 dítě 2-12 let+ 1 skupinový vedoucí)	Lůžková skladba: 14 dvoulůžkových pokojů + 1 přistýlka pro dítě 2-12 let + 1 dvoulůžkový pokoj obsazen jednou osobou - skupinovým vedoucím
POSKYTOVANÉ SLUŽBY (ZAHRNUTO V CENĚ): <ul style="list-style-type: none">• 4x ubytování se snídaní: 34,50 EUR / osoba / noc, 57 EUR skupinový vedoucí / noc, 13 EUR dítě 2-12 let na přistýlce / noc• 4x 3chodová večeře bez nápojů: 30 osob x 12 EUR / večeře• 4x místní poplatek z pobytu (platí osoby nad 18 let): 29 osob x 2 EUR / noc			
Volitelné služby placené zvlášť: Fitness, sauna, kavárna a restaurace – k dispozici podle aktuálních hygienických podmínek (Covid-19), dostupnosti a dle otevíracích hodin			
Celková cena: 5 816 EUR / celá skupina	Cena za pobyt: 194 EUR / osoba	Cena za pobyt: 100 EUR / dítě 2-12 let	Cena za pobyt: 284 EUR / skupinový vedoucí
Platební podmínky: Dodavatel vystaví dvě faktury, jednu za služby poskytnuté vedoucímu skupiny (284 EUR), druhou za ostatní služby (5 532 EUR). Zákazník je povinen provést včas bankovní převod tak, aby celková dlužná částka (5 816 EUR) byla připsána na účet dodavatele do 10. 5. 2022 .			
Další podmínky: Každý účastník je povinen mít sjednané pojištění (na úraz, náklady na lékařské ošetření atd.) na dobu zájezdu v délce pobytu v zahraničí. V případě, že zákazník zruší celý pobyt 7 a méně dní před zahájením pobytu, činí pak stornoplatek 50 % z celkové ceny. V případě, že zákazník zruší pobyt jedné osoby 7 a méně dní před zahájením pobytu, činí stornoplatek pak 80 % z ceny za osobu. Pandemie COVID-19 nemá vliv na storno podmínky a výši storno poplatku. Tato objednávka musí být podepsána oběma smluvními stranami do 03.05.2022, jinak je neplatná.			

JMÉNEM OBJEDNATELE:

[REDACTED]
Divizní ředitel

Ředitel sekce lidských zdrojů

Mezinár. Dohody, Sekce rekreací a soc. péče – CLIMS

GENERÁLNÍ ŠTÁB ŘECKÉ NÁRODNÍ OBRANY

JMÉNEM DODAVATELE:

[REDACTED]
Obchodní náměstek

VOJENSKÁ LÁZEŇSKÁ A REKREAČNÍ ZAŘÍZENÍ,

PŘÍSPĚVKOVÁ ORGANIZACE

GREEK GROUP STAY IN CZECH REPUBLIC 2022

CUSTOMER:
HELLENIC NATIONAL DEFENCE GENERAL STAFF

HUMAN RESOURCES/B1

MESOGEION AV. 227-231

15561 HOLARGOS, ATHENS, GREECE

TEL.: [REDACTED]

Email: [REDACTED]

SUPPLIER:
**MILITARY SPA AND RECREATION FACILITIES,
CONTRIBUTORY ORGANISATION**

MAGNITOGORSKÁ 1494/12

101 00 PRAHA 10 - VRŠOVICE, CZECH REPUBLIC

Tel.: + [REDACTED]

E-MAIL: [REDACTED]

Destination: Prague, Czech Republic		Accommodation: Military Club Prague - Hotel DAP	
Period of the Group Stay: 15.05. - 19.05.2022		Supplier's bank account: Czech National Bank, IBAN: [REDACTED]	
Place of Arrival / Departure: Prague International Airport	Number of Nights: 4	Number of Persons: 30 (28 + 1 child + 1 group leader)	Composition: 14 double rooms + 1 extra bed for child + 1 double room (single occupancy – group leader)
SERVICES PROVIDED (INCLUDED IN THE PRICE):			
<ul style="list-style-type: none"> • 4x accommodation with breakfast: 34,50 per person / night, 57 EUR delegate / night, 13 EUR child under 12 on extra bed / night • 4x 3-course dinner without drinks: 30 persons x 12 EUR / dinner • 4x local tax (18+ years old): 29 persons x 2 EUR / night 			
Optional services paid extra: Fitness, sauna, café, and restaurant - depending on hygienical measurements (Covid-19), availability and opening hours.			
Price in total: 5 816 EUR / whole group	Price per stay: 194 EUR / person	Price per stay: 100 EUR / child under 12	Price per stay: 284 EUR / group leader
Payment conditions: Supplier will prepare two invoices, one for services provided to group leader (284 EUR), the other one for the rest of services (5 532 EUR). Customer is obliged to make a bank wire transfer in timely manner so the total amount due (5 816 EUR) is credited to the supplier's account by 10.05.2022 .			
Additional conditions: Each participant is obliged to have an insurance (to cover accident, cost of medical treatment, etc.) for the period of the trip in the length of staying abroad. In case that the customer will cancel the whole stay 7 days or less prior to the beginning of the stay, cancellation fee is then 50 % of the total price. In case that the customer will cancel the stay of a person 7 days or less prior to the beginning of the stay, cancellation fee is then 80 % of the price per person. COVID-19 pandemic has no effect on cancellation conditions and amount of the cancellation fee. This order must be signed by both contract parties by 03.05.2022, otherwise it is invalid.			

On behalf of Customer:

[REDACTED]

Head of Division

Human Resources Directorate

Inter. Agreements, Recreation & Welfare Section - CLIMS

HELLENIC NATIONAL DEFENCE GENERAL STAFF

On behalf of Supplier:

[REDACTED]

Commercial Director

MILITARY SPA AND RECREATION FACILITIES,

CONTRIBUTORY ORGANISATION