Date: 17.04.2024

CzDA ref.no: 281557/2024-CRA

# **GROUP CONTRACT**

This agreement is entered between: Borjomi Likani International JSC, 16 Meskheti Street Borjomi, Georgia, with registered number 404408547, represented by Koba Abuladze Director (hereinafter called "HOTEL") and the Czech Development Agency with registered number 75123924, located at Nerudova 3, 118 50 Praha 1, represent by Michal Minčev, director with the following conditions:

#### **Accommodation Overview:**

Date	Number of	Amount of	Room Type	The Price/ Per	Total Cost in USD/
	nights	rooms		Room/ Excl.VAT	Excl.VAT 18%
				18%	
May 13-16, 2024	3	5	Standard Room Single with Breakfast	\$ 85.00	\$ 1,275.00
				Total:	\$ 1,275.00

# Food&Beverage and Conference Overview:

Date	Name of Goods	Quantity	Number	Unit Price in	Total Price in	
	(works, services)		of	USD/excluding	USD/excluding	
			Guests	vat 18%	vat 18%	
May 14-16, 2024	Buffet Lunch	3	30	\$ 23.00	\$ 2,070.00	
May 13-15, 2024	Buffet Dinner	3	5	\$ 26.00	\$ 390.00	
May 14-16, 2024	Coffee Break	3	30	\$ 7.00	\$ 630.00	
				Total:	\$ 3,090.00	

Date:	Name of	Quantity	Number of	Number of	Unit Price in	Total
	Goods (Work, Services)		Days	Guests	USD/ excluding	Amount in
					vat 18%	USD/
						excluding
						vat 18%
May 14- 16, 2024	Conference Room (Conference venue, projector, screen, pens, notepads, water 0.5 liter per person/per day)	1	3	40	\$200.00	\$600.00
					Total:	\$600.00

# The rates above are quoted per room per night, excluding vat 18%, Including:

- Free access to Borjomi Likani Spa center from 8:00 am till 10:00 pm daily (indoor pool, sauna, steam room, Turkish hammam, fitness center,)
- Free unlimited wireless internet throughout the hotel.

#### Cancellation and No-Show policy

Complete cancellation of the "booking" 30 "days" before the date of entry Penalty 0
Complete cancellation of the "booking" 15-29 "days" before the entry date Penalty 50%
Complete cancellation of the "booking" 7-14 "days" before the date of entry Penalty 70%
Complete cancellation of the "booking" 6-0 "days" before the date of entry Penalty 90%
Cancellation of 50% of the "booking" 15-29 "days" before the date of entry Penalty 0
Cancellation of 30% of the "booking" 7-14 "days" before the date of entry Penalty 0
Cancellation of 10% of the "booking" 6-0 "days" before the date of entry Penalty 0
"No Show" fine 100%

Check-in / check-out policy

Check-In – 15:00 Check-Out- 12:00

Early check-in and late check-out is subject to availability

# Early Departure

If a delegate decides to leave the Hotel before the date of departure booked, cancellations fees are payable. The Hotel shall have the right to charge these nights at the contracted rate until the date of departure originally booked.

Borjomi Likani Hotel

Meskheti 16 street Borjomi, Georgia

Email

#### **Relocation Policy**

In the event the Hotel is unable to provide a guestroom to a delegate holding a reservation, the Hotel agrees to notify the Company as soon as possible and provide the Company the opportunity to determine which delegate is to be relocated. Accommodation will be provided at the nearest comparable hotel and a three (3) minute long distance call plus one daily round-trip transportation between the other hotel and the Hotel during the time the attendee is at the alternate hotel shall be at the Hotel's sole expense.

Company shall in case of such termination be obliged to compensate the Hotel and pay damages of no less than the amount of cancellations fees which would apply upon cancellation of the event at that point in time prior to the event.

Payment				
ROOMS				
DESCRIPTION	REQUIRED	DUE DATE	DUE AMOUNT	PAID DEPOSIT
Total for Accommodation	100%	02.06.2024	\$1,275.00	
Total For Catering and Conference			\$3,690.00	
Total charges in USD (excl. VAT)			\$4,965.00	

If the terms of payment are violated for more than one day, The Hotel is authorized to present a written request to the Company charging him with fine in the amount of 0.5% of the non-paid sum for each violated day

Amount to be paid to Borjomi Likani Hotel (Borjomi Likan	ii International JSC) ID: 404	<b>1 408 547</b>
TBC Bank.		
Bank Code: Market State		
Bank Code: SWIFT:		
USD Transfer Account Number:		
Billing Instructions		
Charges related to this Contract should be invoiced as follows:		
Master Account	Individual	

X

X

All charges shall be invoiced and paid as set out above. The Individuals shall pay any charges which remain unpaid by individuals. The invoiced amounts shall be paid in USD. No discount of any kind or bank charges shall

**COMPANY Billing Address:** 

ISC "Borjomi Likani International"

be subtracted from the amount due.

16 Meskheti Street,

Accommodation

Breakfast

Borjomi, Samtskhe-Javakheti, Georgia, 1200

Borjomi Likani Hotel Meskheti 16 street Borjomi, Georgia Attention: Nicole Shaduri

Telephone:

Email Address:

#### Changes to Taxes or Other Charges

If official government or local authorities imposed taxes and/or service charges mentioned in the Contract would change prior to or during event, the agreed rates and other charges shall change accordingly and the revised rates and other charges shall be notified to the Company in writing by the Hotel.

#### **Liability**

Each Party is liable to the other for its non-performance or undue performance under the Contract, The Hotel shall however only be liable to the Company and/or any delegate in case of gross negligence or willful default of any person being instructed and supervised by the Hotel.

The Company shall be severally and jointly liable for the delegates' performance under the Contract, including observation of their duty of care and timely payment of any invoiced amount in relation to the event. For the avoidance of doubt, the Company shall be liable for payment of any amount outstanding by delegates for room charges and cancellation fees, breakfast and extras, and in the case of no-shows.

#### **Duty of Care**

The Hotel represents to fully comply with all applicable local fire and safety regulations; the Hotel pursues regular controls of its technical installations and customer protection processes to ensure highest safety and hygiene standards. The Hotel undertakes to provide reasonable advance notification to the Company of any refurbishment or renovation taking place at the Hotel's property at the time of the event.

#### Force Maieure

In the event of a circumstance of "Force Majeure" which is defined as circumstances beyond the control of either Party, such as any Act of God, fire, flood, meteorological perturbation, explosion, war, armed hostilities, act of terrorism, riots, civil commotion, revolution, blockade, embargo, strike, government action, official or regulatory intervention, either Party shall be entitled to suspend this Contract until such time when the circumstances constituting Force Majeure have disappeared. The Company's and any delegate's reservation confirmed for the event on a date within the period of Force Majeure may be cancelled by the Hotel by written notice to the Company. Each Party shall nevertheless use its reasonable endeavors to alleviating the effects of such circumstances constituting Force Majeure, including agreeing upon alternative arrangements.

If either Party becomes aware that any circumstances constituting Force Majeure have arisen or that any circumstances which may constitute Force Majeure may arise, it shall immediately notify the other Party by telephone and/or by facsimile.

#### **Indemnity**

The Hotel shall hold harmless and shall indemnify the Company in respect of any direct loss or damage only, including penalties, levies, fines, expense, legal fees incurred by the Company where Hotel is liable and has caused such loss or damage by its performance under the Contract. The Hotel will not be obliged to so indemnify the Company to the extent such claim, cost, expense or damage results from negligence, willful misconduct or bad faith on the part of the Company or any delegate(s) of the event.

> Borjomi Likani Hotel Meskheti 16 street Borjomi, Georgia

The Hotel shall hold harmless and shall indemnify any delegate(s) in respect of any direct loss or damage only, including penalties, levies, fines, expense, legal fees incurred by such delegate where Hotel is liable and has caused such loss or damage by its performance under the Contract. The Hotel will not be obliged to so indemnify the delegate(s) to the extent such claim, cost, expense or damage results from negligence, willful misconduct or bad faith on the part of the Company or the delegate(s).

## Applicable Law

This Contract 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 Contract shall be settled amicably by the Parties. Should the Parties fail to reach an amicable settlement, the dispute shall be submitted to the Court according to Georgian legislation.

# Personal data protection

The Parties undertake to protect personal data in accordance with EU General Data Protection Regulation 2016/679

## **Publication of the Contract**

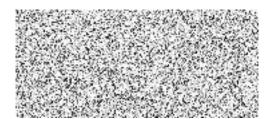
The Parties acknowledge that this Agreement shall be published in the Czech register of contracts under Act No. 340/2015 Sb., on the register of contracts, as the Lessee is the liable person under this Act, and agrees to its publication.



Czech Development Agency

Zbyněk Wojkowski

Head of Project Department



Borjomi Likani International JSC Mr. Koba Abuladze Director