

Maxin PRAGUE

Terms & Conditions

Project number:

Version issued on Monday, June 06, 2022

AGENT

Maxin PRAGUE s. r. o. Corporate ID Number: 25784846, registered in the Commercial Register kept by the Municipal Court in Prague, Section C, Insert 69996)

Address: Spojovací 24, CZ – 190 00 Prague 9
VAT number: CZ25784846
Represented by: Mrs. Jarmila Pipková Škoríková, Managing Director & CEO
Phone: +420 277 779 913

(Hereinafter referred to as "**MAXIN**")

AND

CLIENT

XXXXXXXXXXXXXX

Address: xxxxxxxxxxxxxx
VAT number: xxxxxxxxxxxxxx
Registration No.: xxxxxxxxxxxxxx
Represented by: xxxxxxxxxxxxxx
Phone: xxxxxxxxxxxxxx
Mobile: xxxxxxxxxxxxxx

(Hereinafter referred to as the "**CLIENT**")

The Client agrees to accept the following business conditions of MAXIN:

GROUP DETAILS

Client/contact person: xxxxxxxxxxxxxx
Name of the conference/event: xxxxxxxxxxxxxx
Arrival date: xxxxxxxxxxxxxx
Departure date: xxxxxxxxxxxxxx

ORDERED SERVICES

ACCOMMODATION and HOTEL SERVICES

Included Services

The room rate includes buffet breakfast, WiFi and VAT.

Events

The conference package is available for meetings/groups of a minimum of **70** people, which is the minimum guaranteed number. In case of lower number of delegates the price for minimum number of delegates shall be charged. This number must also include all VIPs and organizers.

Baggage handling

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There is a standard charge for baggage handling in the amount of 5 EUR per person and round-trip which will be charged to your group master account. The above applies only for group arrivals. For individual arrivals the baggage handling fee is left to the guest's discretion.

Reservation method / cut off date

Guests shall make the Reservation of accommodation through the online Reservation Link created by Corinthia Hotel and received from MAXIN. To avoid any doubts, the Parties agree that no other ways of the Reservation are applicable under this Agreement. The Reservation can be made no later than one (1) month prior the Arrival Date (hereinafter the "Cut Off Date"). If Guests do not make Reservations to any part of the accommodation by the Cut Off Date, MAXIN shall be entitled to release this accommodation to third party without limitation. All reservations made after the Cut Off Date are subject to further sell.

Hotel reserves the right to demand a guarantee for payment of the Guest's Costs and the city tax directly from the Guests. Should the Guest provide during the Reservation a valid credit card number with sufficient funds, such Reservation shall be regarded as guaranteed and the Hotel shall be entitled to draw any due payment of the Guest to the Hotel directly from this credit card.

Guest room check-in time / check-out time

Check-in time is 3:00 p.m. Check-out time is 12:00 PM. Arrangements can be made for baggage storage after 12:00 PM.

Event management

Upon confirmation of this contract, an Event Manager/s will be assigned to your group to assist you in coordinating all aspects of your event from start to finish.

Payment method and deposit conditions

CLIENT guarantees that at least 80% of the agreed accommodation will be reserved by Guests by the Cut Off Date and paid by Guests. MAXIN shall be entitled to charge the CLIENT for the payment of the non-reserved and/ or non-paid accommodation up to the limit of 80 % of the agreed accommodation before the Arrival Date. These expenses shall be paid by the CLIENT upon a written notice sent to the CLIENT by Maxin within fourteen (14) days following receipt of the relevant invoice. The CLIENT shall be informed regularly about the current booking status (reserved and paid accommodation by Guests). Payment of the minimum guaranteed Reservation shall be guaranteed by a valid credit card number with sufficient funds to be provided by the CLIENT. MAXIN has the right to draw the due receivable of MAXIN consisting in the difference between the minimum guaranteed Reservation and the Reservation paid by the Guests directly from this credit card.

Individual Cancellation and No-show Fees

If a Guest cancels any part of the Guest's Reservation more than 7 calendar days (incl.) prior to the Arrival Date, the Guest shall pay the Hotel the Guest's Costs for the first (1.) night of the stay. If the Guest's Reservation is cancelled later or in case of no-show, the Guest shall pay the Hotel the Guest's Costs for the full stay.

Deposits

The Deposit policy for Corinthia Hotel is as follows:

1st Deposit 20 % of total estimated revenue due – 14 days after contract signing.

2nd Deposit 60 % of total estimated revenue due – 50 days prior the events start.

20% of the total estimated revenue due at the event date. (In this case a credit card will be needed as guaranteed of amount due). In case there will not be credit card provided for guarantee 100% Deposit will apply.

Deposits will be applied towards your Project Account. All deposits are payable upon receipt of proforma invoice, which is issued by MAXIN. If the event deposit is not received by requested due date, MAXIN reserves the right to release all space for further sale.

Cancellations

Advance Reduction in the room block and/or hotel services

CLIENT may reduce the actual Group Reservation for the accommodation and/ or conference space and technical equipment services, without any penalty in each period, as follows (the reduced part of the Reservation hereinafter as the "Attrition"):

From the signature of the contract until 181 days prior the event	<input type="checkbox"/>	15% of the estimated revenue
From 180 days until 91 days prior the event	<input type="checkbox"/>	5% of the remaining estimated revenue
From 90 days until 22 days prior the event	<input type="checkbox"/>	5% of the remaining estimated revenue
From 21 days prior the event/arrival date	<input type="checkbox"/>	0%

Rooms and/or hotel services cancellations

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CLIENT may cancel any part of the Reservation by paying a cancellation fee in the amount calculated in accordance with the date of cancellation (hereinafter the "Cancellation Fees"). In such case, the cancellation shall be effective from the date of MAXIN 's notification of cancellation.

From the signature of the contract until 181 days prior the event	□	25% of the estimated costs after attrition
From 180 days until 91 days prior the event	□	50% of the estimated costs after attrition
From 90 days until 22 days prior the event	□	75% of the estimated costs after attrition
From 21 days prior the event/arrival date	□	100% of the estimated costs after attrition

In case the CLIENT increases the Reservation, the Cancellation Fees will be calculated on the basis of the last confirmed Reservation. In case of now-show, the CLIENT shall pay to MAXIN the price for the full stay.

Catering guarantee

In arranging for all events, the final guarantee of attendance must be specified by the Client 7 business days in advance of event. This number shall constitute the guarantee, not subject to reduction and charges will be made accordingly. In the case we do not hear from you, the maximum number of people originally expected will be your guarantee.

GROUND SERVICES PROVIDED BY MAXIN

To be advised and confirmed in Annex of the Agreement

GENERAL RULES

Rates

- ☞ All rates are net and quoted in EUR;
- ☞ All local taxes, standard service charges and VAT are included;
- ☞ All rates for F&B functions include gratuities;
- ☞ Tips for wait staff, guides or drivers are excluded and fully at the Client's discretion;
- ☞ MAXIN is authorised to increase the contractual price if the exchange rate of the CZK to the currency in which the contractual price is agreed falls by more than 0.5 % between the day when the first proposal was created and the day when final invoice is issued to the Client;
- ☞ MAXIN is authorised to increase the contractual price if the statutory rate of VAT is increased following signing of this contract (VAT valid from May 1, 2020: accommodation 10%, food, soft drinks and beer served in hotels and restaurants 10%, bottled water and soft drinks 15%, wine & spirits 21%, transportation 21%, rentals 21%, other services 21%);
- ☞ MAXIN is obliged to notify the Client of any such change to the contractual price in the final invoice at the latest, in which the supplementary payment to the contractual price is charged.
- ☞ The rates are based on total turnover of program specified in Annex. Should there be any significant change to your total program as outlined in this contract; MAXIN reserves the right to renegotiate the prices.

Insurance

MAXIN as well as its employees are contracted under liability insurance from operating activities up to limit of 5 000 000,- CZK of one damage.

GUARANTEED NUMBERS & DATES

- ☞ All menus shall be confirmed 7 working days prior to each function;
- ☞ Final agenda shall be confirmed 7 working days prior to event;
- ☞ Final guaranteed numbers shall be confirmed 7 working days prior to each function;
- ☞ The list of arrivals & departures shall be confirmed 48 hours prior to arrival of the first client; in case of more than 200 persons in one group, the arrival & departure list is required 7 working days prior to arrival of the first guest;
- ☞ All last minute changes of the transportation schedule must be announced 24 hours prior to each transfer.
- ☞ All modifications of Production services (entertainment, schedule, visual data and all connected services) shall be confirmed 3 working days prior event otherwise MAXIN claims no responsibility of any errors during realization of the event itself and no further complaint will be accepted from the Client on these services

Extras and cash allowances

For extras and last minute modification in addition to the booked program (such as incidental hotel charges, extra beverages, last minute changes - less than 24hour prior the function etc.) a 10% service charge is applicable. For cash allowances a 3% handling fee will be charged.

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Payments

- ☞ 10 % of all orders due as non-refundable deposit to be paid with 7 days after the agreement confirmation
- ☞ 90 % deposit of all orders due 30 days prior first service order confirmed with MAXIN
- ☞ All extras are due within 14 days after receipt of the final invoice

- ☞ All invoices are due for payment until the given date. MAXIN reserves the right to charge interest on any amounts unpaid after the due date for payment at a rate of 4% above base rate from the date payment falls due to the date payment is received in full

- ☞ If the Client fails to make payment in accordance with the terms of payments (both hotel and services), then MAXIN shall be under no obligation to provide any services related to the Client and shall be entitled to serve notice to suspend this Agreement or rescind it. If this occurs, any reservations made by the Client terminate.

Cancellations

- ☞ 10 % of all orders due is considered as non-refundable deposit
- ☞ Partial cancellation up to 10 % of estimated revenue latest 7 working days prior to arrival is possible free of charge upon confirmation of MAXIN
- ☞ Total or partial cancellation later than 1 month prior to arrival will result in a cancellation fee equal to 100 % of expected booking value (with exception of above line)

Bank details

- ☞ We ask you kindly to settle all payments via bank transfer, code OUR (free of charge for MAXIN), to the following accounts:

BANK ADDRESS: Citfin, spořitelní družstvo; Radlická 751/113e, 158 00 Praha 5

Bank accounts for any foreign bank transfer:

CZK/EUR/USD: CZ132060000000001052697

SWIFT CODE: CITFCZPPXXX

- ☞ If you prefer credit card payment, MAXIN will charge 3% handling fee. In case of payment by American Express a handling fee of 4% will apply;
- ☞ MAXIN cannot accept payments by cheque.

Force majeure

MAXIN cannot be held responsible for necessary program changes due to Force Majeure or other occurrences out of our control including, but not limited to: flood, fire, weather, pandemic (regional or international), war, civil commotion or disturbance, riots, acts of terrorism, external strike, break-down of public services or amenities at the place of destination of the programme, which may affect the safety of travellers or prevent the trip from taking place. MAXIN has the right to alter or cancel parts of the program or services that cannot be operated due to Force Majeure or other occurrences. In this case MAXIN will try to offer alternative arrangements or the same quality or should this not be possible, to initiate credit payment for the services not rendered, less out of pocket expenses and hours applied to the file by MAXIN.

Miscellaneous

All correspondence between MAXIN and the Client after signing of these Terms & Conditions and related to this contracted event, are considered part of the Terms & Conditions.

The Client hereby agrees that any and all complaints will be submitted to MAXIN onsite during realization of the event. The Client hereby acknowledges that any later claims cannot be taken into consideration.

The Client hereby accepts that elements of the logistics of the event will be filmed purely for marketing purposes of MAXIN PRAGUE.

General Data Protection Regulations (valid for clients based in EU)

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At MAXIN, we recognize the importance of securing and protecting all data and the privacy of certain basic personally identifiable data, such as contact information, demographic information, payment processing information etc. MAXIN has updated its privacy policy to follow the guidelines provided by the Information Commissioner's Office (IC) in order to comply with the General Data Protection Regulation (GDPR) for our EU Clients.

By signing this contract, client agrees with receiving the business announcements..

The Client hereby gives a consent to take photos and videos during this event and to use these photos and videos as part of the MAXIN promotional materials, both in material form and on the website. The Client gives this consent for an indefinite period of time.

The agreement of this consent also applies to the persons for whom, or in whose favour the Client concluded the event contract.

By signing the contract, the Client declares that she/he is authorized to give consent to the participants of the event, whether on the basis of a contract or other representation.

The Client acknowledges that this consent of processed personal data can be repeal at any time by her/him, or any person for whom, or for the benefit of which, the Client has signed the contract, by submitting information about the consent withdrawal of MAXIN, either to the address of the company listed in the header of this agreement, or by e-mail sent to sales@maxin-prague.cz

Court of jurisdiction

All disputes relative to the validity, efficiency, execution, resolution and or interpretations of the present contract and/or attachments are of the exclusive competence of the Local Jurisdiction, applied by the Czech Law.

Severability clause

Should any provision of this Agreement be or become invalid or ineffective, this shall be without prejudice to the other provisions of this Agreement which remain in force and effect. In this case, the Parties agree to replace the invalid/ineffective provision by a valid/effective provision which best corresponds to the originally intended purpose of the invalid/ineffective provision. Until that time, the corresponding legislation of the generally binding legal regulations of the Czech Republic applies.

Value

Client has the right to demand the best value and quality for your investment. MAXIN, together with its suppliers, guarantee the highest quality of provided services.

Acceptance

Please sign this contract and to return back by the latest, at which time this booking will be considered definite. After this date, if not confirmed, all tentative space will be automatically released for sale to the general public with no responsibility on part of the Hotel.

I AGREE IN FULL WITH THE ABOVE GIVEN TERMS AND CONDITIONS:

In _____ on _____

xxxxxxxxxxxxxxxxxxxx

Mrs. Jarmila Pipkova Skorikova
Managing Director & CEO
Maxin PRAGUE Ltd.

Maxin PRAGUE

ISSUED ON: Monday, June 06, 2022

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Annex 1

(This annex 1 is a full part of contract)

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