

# GENERAL TERMS AND CONDITIONS FOR THE PROVISION OF SERVICES

## 1. General Provisions

- 1.1. The General Terms and Conditions for the Provision of Services (hereinafter "**GTCPs**") of the company Charang s.r.o. (hereinafter "**Company**") provide in detail for the conclusion and the contents of the Agreement for the Provision of Accommodation Services (hereinafter "**Agreement**").
- 1.2. On the basis of the Agreement, the Company shall let to the client (hereinafter "**Client**"), within its Holečkova Apartments complex located at Holečkova 119, 150 00 Prague 5, an accommodation unit (hereinafter "**Apartment**") in accordance with the terms and conditions provided for in the Agreement and the GTCPs.

## 2. Reservation

- 2.1. The Client shall be entitled to reserve an Apartment through the Company's reservation system or by means of the Company's standardized written application form sent to the Client by e-mail or by fax (hereinafter "**Application**"). The Client shall provide all the information required in the Application. The Application must be submitted to the Company no later than 5 days prior to the planned beginning of the lease of the Apartment. The Client confirms his acceptance of the GTCPs upon the submission of the Application.
- 2.2. If the Application contains all the information required, the Company shall, without undue delay, confirm to the Client its receipt and shall do so by means of a proposal for an Agreement (hereinafter "**Proposal**"). Included in the Proposal will be the Company's bank account number to which the reservation deposit is to be paid in the amount of a week's rent (hereinafter "**Deposit**") and the price for leasing the Apartment for one (1) day (hereinafter "**Price**"). The Client is obliged to verify that the information indicated in the Proposal is correct and to inform the Company of any discrepancies with the Application at the latest up to the payment of the Deposit. By paying the Deposit it shall be presumed that the Client agrees with the contents of the Proposal.
- 2.3. The Client shall, within 2 working days from the receipt of the Proposal, pay to the Company the Deposit in the amount and in the manner provided for in the Proposal. If the Deposit is not paid within such time period, the Company shall rescind, effective immediately, the Proposal thereby canceling the reservation.
- 2.4. The Proposal shall be deemed accepted by the Client and, as a result, the Agreement concluded, the moment that the Deposit is credited to the Company's bank account. The Company shall confirm to the Client the conclusion of the Agreement within a period of 3 working days from the date on which the Deposit is credited to the Company's bank account and shall do so in writing to the Client's e-mail address listed in the Application.

## 3. Price

- 3.1. The Client undertakes to pay the Company for the services it provides an agreed Price determined according to the Company's price list valid to the date of the delivery of the Proposal.
- 3.2. The final amount of the Price is dependant on the term of the lease of the Apartment.
- 3.3. All Prices related to the provision of accommodation services are in Czech crowns and are exclusive of any applicable VAT rates.
- 3.4. The Price for the lease of an Apartment shall include the following services associated with the lease of the Apartment, unless otherwise provided for in the Agreement or in the GTCPs:
  - High-speed internet;
  - Housecleaning once a week;
  - Use of common laundry facilities;
  - The reception service from 8:00– 16:00 on work days.
- 3.5. The Price shall not include fees for:
  - Electricity ( for the Clients, who stay longer than two months);
  - Water and sewage charges for warm and cold water ( for the Clients, who stay longer than two months);
  - Garage parking place ( price : 200 Kč/day);
  - Laundering of personal clothes ( price 600 Kč/week/person, max. 3 kg);
  - Breakfast ( 150 Kč/day/pers.)on work days;

that shall be paid for separately by the Client in accordance with the Company's valid price list (hereinafter "**Fees**").

- 3.6. The Company hereby surrenders to the Client for use the furnishing and equipment of the Apartment as provided for in the transfer protocol. The transfer protocol forms Annex No. 1 of the GTCPs.

## 4. Payment Terms

- 4.1. The Client undertakes to pay the Company the Price for the lease of the Apartment one month in advance and shall do so no later than to the 25<sup>th</sup> day of a given month for the following month. If the Lease is to be shorter than a month, then the Client shall pay the full amount when during Check-In to the Apartment.

- 4.2. The Client shall pay the Fees to the Company on a monthly basis and shall do so no later than on the 1<sup>st</sup> calendar day of the month that follows for which the Fees are to be paid. If the lease of the Apartment shall be shorter than 4 weeks, then the Client shall pay the Fees to the Company at upon the termination of the lease of the Apartment.
- 4.3. All performance pursuant to the GTCPS shall be paid by the Client on the basis of an accounting voucher issued by the Company that will contain a description of the services provided.

## **5. Right of the Company to Change and Amend the Agreement**

- 5.1. The Company shall, Should circumstances caused by force majeure provided for in Article 15 GTCPS occur, the Company shall be entitled to unilaterally change the terms and conditions of the services provided under the Agreement to the extent provided for in Article 7.1 GTCPS.
- 5.2. The Company shall be entitled to exchange the reserved apartment for another apartment of the same or of a higher category.
- 5.3. If a change of the terms and conditions of the Agreement is not possible, the Company shall be entitled to terminate the Agreement. In such cases, the Client shall be entitled to a refund of the Deposit within a period of 7 days from the receipt of the notice of termination to the Client.
- 5.4. The Company shall inform the Client in writing without undue delay of all changes made to the Agreement or of the termination of the Agreement.
- 5.5. If the Client does not respond in writing within a period of 3 days from the receipt of the notification of the changes to the Agreement, then it shall be presumed that it agrees with such changes to the Agreement.
- 5.6. If, within a period of 3 days from the receipt of the notification of the changes, the Client refuses such changes in writing, then it shall be entitled to a refund of the Deposit by the Company within a period of 7 days from the receipt of the notice of the refusal of such changes.

## **6. Right of the Client to Change and Terminate the Agreement**

- 6.1. The Client shall be entitled, on the basis of a written notice, to request the Company to change the terms and conditions of the services provided under the Agreement to the extent provided for under Article 7.1 GTCPS.
- 6.2. Should the event provided for in Article 6.1 GTCPS occur, the Company shall provide the Client with all cooperation necessary to achieve the change of the terms and conditions of the Agreement. If such a change of the terms and conditions is not possible and the Client is no longer interested in receiving the services, then the parties shall proceed according to the provisions of Articles 6.4 to 6.6 GTCPS.
- 6.3. If the Client requests a change of the terms and condition of the Agreement less than 3 days before the planned beginning of the lease of the Apartment, then this shall be deemed a termination of the Agreement.
- 6.4. The Client shall be entitled, prior to the beginning of the lease of the Apartment, to terminate the Agreement on the basis of a written notice sent to the Company by either e-mail or fax. In such cases, the Client shall pay the Company a cancellation fee in the amount of the Deposit, with the exception of the circumstance provided for in Article 6.5 GTCPS.
- 6.5. If the Client terminates the Agreement in a period longer than two weeks prior to the planned beginning of the lease of the Apartment, the Company shall return the Deposit to Client. The termination date of the Agreement shall be deemed to be the date that the Client's written notification is delivered to the Company.
- 6.6. In the event the Client does not arrive on the planned date of the beginning of the lease of the Apartment without having had given notice of termination the Company shall be entitled to a cancellation fee in the amount of the paid Deposit.

## **7. Change in the Scope of the Services Provided**

- 7.1. A change of the apartment or a change in the date of the beginning and/or termination of the lease shall be deemed a change in the scope of the services provided.
- 7.2. If, at the request of the Client, the term of the lease of the Apartment is shortened which has an affect on the Price, then the Company shall be entitled to an amount of rent corresponding to the new Price and as such retroactively from the date of the beginning of the lease of the Apartment.

## **8. Check-In/Check-Out**

- 8.1. On the date of the planned beginning of the lease of the apartment (Check-In), the Client shall take-over the Apartment between the time of 12:00 – 16:00 on work days, unless the parties agree otherwise.
- 8.2. The Client shall, when taking over the Apartment, submit to the Company proof of payment of the Deposit, an identification card and shall at the same time pay to the Company a safety deposit in the amount of either CZK 15,000 or EUR 500 or a monthly rent in cash for which it will receive a receipt. The amount depends on the period of rental
- 8.3. The parties shall draw up a transfer protocol for the handing-over of the Apartment by the Company and its taking-over by the Client. An indivisible part of the protocol shall be confirmation of the payment of the Deposit, information regarding the number and

type of keys furnished and the recording of the actual status of the warm and cold water and electricity meters. By signing the protocol the Client declares that it has familiarized itself with all of the Company's internal regulations.

- 8.4. On the day of the termination of the lease of the Apartment (Check-Out), the Client shall surrender the Apartment to the Company no later than within 10 hours. In the event of the Client's delay in surrendering the Apartment, the Company shall be entitled to a contractual penalty in the amount of the agreed Price for each and every day the Client is in default.
- 8.5. Upon the termination of the lease, the Company shall furnish the Client with a final statement for the provision of accommodation services and the parties shall settle their claims and obligations arising from the Agreement. The Company shall be entitled to unilaterally deduct a claim from the paid Deposit.
- 8.6. The Client and the Company shall draw up a transfer protocol on the handing-over of the Apartment. The Company shall be entitled to refuse to sign the transfer protocol if the Apartment was not surrendered by the Client in the same condition as when it was taken-over.

## **9. Rights and Obligations of the Company**

- 9.1. The Company shall hand-over the Apartment to the Client in a condition that is fit for normal use and ensure the Client's uninterrupted exercise of its rights associated with the lease of the Apartment.
- 9.2. The Company reserves the right to, at a suitable hour of the day and following prior notice, to inspect the Client's Apartment to determine how the Client is maintaining and using the Apartment as well as the technical condition of the Apartment and its furnishings and to ensure its weekly housecleaning.
- 9.3. The Company undertakes to repair without undue delay any defects notified by the Client pursuant to Article 10.3 GTCPS.

## **10. Rights and Obligations of the Client**

- 10.1. The Client is obliged to duly use the premises and equipment of the leased Apartment as well as the common areas and to use the services associated with the lease of the Apartment. All the apartments are non smoking, in case of breakage this rule, the client is obliged to pay 150 euro for special cleaning.
- 10.2. The Client shall, in fulfilling the conditions provided for in Article 9.2 GCTPS, permit the Company to inspect the Apartment and to provide the Company with all documents which it requests.
- 10.3. The Client shall notify the Company without undue delay of the need of doing repairs in the premises of the Apartment or of any harm or damages which the Client caused or found in the Apartment.
- 10.4. The Client shall, on the date of the termination of the lease, surrender the premises of the Apartment under the conditions provided for in Article 8.5 GTCPS.
- 10.5. In case both sides agree, the client want to have an animal in the Apartment, there is a fee 150 Kč/day.

## **11. Claims**

- 11.1. The Client shall file, without undue delay, any claims for faulty services provided or services not provided with the employee of the reception desk who shall without undue delay arrange for a resolution of the problem. If it is not possible to arrange such a resolution, then the Client shall, no later than within 14 days, submit a claim to the Company. The Client agrees that claims submitted after such a period shall not be acknowledged by the Company.

## **12. Termination of Lease**

- 12.1. The lease of the Apartment shall end upon the expiry of the term of the lease of the Apartment as agreed in the Agreement and upon the signing of the transfer protocol.
- 12.2. The Company shall be entitled to terminate the Agreement during the term of the lease of the Apartment if the Client, even after receipt of written notice, continues to substantially breach the terms and conditions of the Agreement, the GTCPS and/or the internal regulations of the Company. A substantial breach of the terms and conditions shall, amongst other, be deemed to be the Client's delay in payment of the Price for the lease of the Apartment or the Fees associated with the lease. The date of the Client's receipt of the Company's notice of termination shall be deemed the date of the termination of the Agreement.
- 12.3. If the Client terminates the lease prior to the expiry of the term of the lease of the Apartment, the Company shall be entitled to a contractual penalty whose amount shall be calculated by the sum of the days remaining before the expiry of the term of the lease and the agreed Price.
- 12.4. The Company shall be entitled to prevent the Client from entering the Apartment on the day after the date of the expiry of the lease of the Apartment.

## **13. Liability**

- 13.1. The Company shall not be held liable for any damages incurred on the property or health of the Client arising from the lease of the Apartment and the provision of services, with the exception of those incurred on objects that were submitted by the Client to the Company for safe-keeping.

- 13.2. In the event of a breach of any obligation arising from the Agreement, the GTCPS and/or the internal regulations of the Company and subsequent damages and/or expenses incurred, the Client shall compensate the Company without undue delay for any such damages and/or additional expenses.

#### **14. Personal Data**

- 14.1. Pursuant to Act No. 101/2000 Coll., on the protection of personal data and the amendment of certain acts, the Client, upon the payment of the full Deposit, declares that it consents with the use of the personal data it provided in association with the lease of the Apartment (hereinafter "**Personal Data**") and their inclusion in the Company's database of clients.
- 14.2. The Client further warrants that, with respect to Article 14.1 GTCPS, all of the Personal Data it provided are true.
- 14.3. The Client takes into account that the consent provided for in Article 14.1 GTCPS may only be revoked in writing, effective 30 days from the date such notice is delivered to the Company.
- 14.4. The Company warrants that the Personal Data it received shall be used in particular for marketing purposes.

#### **15. Force Majeure**

- 15.1. An obstacle that occurred regardless of the will of a party and which prevents it from performing its obligations shall be deemed a circumstance exempting liability if it may not be reasonably expected that the party could avert or overcome such an obstacle or its effects and nor could it have foreseen it at the time the obligation arose.

#### **16. Final Provisions**

- 16.1. Any disputes arising from the Agreement, including disputes relating to its conclusion, validity, as well as those relating to the rights and obligations of the parties that are not resolved amicably within a period of one (1) month from the day on which a party notified in writing the dispute to the other party shall be finally settled in arbitration proceedings by the Arbitration Court of the Economic Chamber of the Czech Republic and the Agrarian Chamber of the Czech Republic in Prague (*Rozhodčí soud při Hospodářské komoře České republiky a Agrární komoře České republiky v Praze*) by one (1) arbitrator appointed in accordance with the Rules of the Arbitration Court.
- 16.2. The rights and obligations arising from the Agreement and the GTCPS shall be governed by the legal order of the Czech Republic.
- 16.3. If any provision of the GTCPS is or shall be held partially or fully invalid or unenforceable, then this shall not affect the validity or enforceability of the remaining provisions. The Company and the Client shall replace any such invalid or unenforceable provisions with a new provision which best reflects the aims of the invalid or unenforceable provision.
- 16.4. Any discrepancies in the provisions of the Agreement or amendments thereto shall have precedence over the wording of the GTCPS.