



# PANORAMA

GOLF RESORT

## GENERAL BUSINESS CONDITIONS OF PANORAMA GOLF RESORT s.r.o.

### Part A. COMMON PROVISIONS

#### Article I. Introductory Provisions

1. These General Business Conditions (hereafter only "GBC") provide for the contractual conditions of provision of Services by PGR to the Client.
2. These GBC are an indivisible part of all Contracts concluded between PGR and the Client, whose subject is the provision of Services. Together the Contract and these GBC represent the complete agreement of the Contractual parties.
3. In case of contradiction between the Contract and the provisions of these GBC, the provisions of the Contract are to prevail over the contradictory provisions of the GBC. Contracting parties hereby explicitly arrange that the business conditions of the Client are not to be applicable to contractual relations regulated by these GBC, unless the respective Contract states otherwise explicitly.
4. Part A is a general part of the GBC. In case a provision of Part A is to contradict a provision of individual sections of Part B, the provisions of individual sections are to be used preferentially.

#### Article II. Definition of Terms

1. „**Event**“ means a golf tournament, golf clinic, golf class, demonstration event, conference, training course, wedding, catering, corporate or private celebration, cultural event, other sports and leisure activities.
2. „**PGR**“ means Panorama Golf Resort s.r.o. based at Prague 4, 140 00, Táborská 63/27, Identification no.: 03275337, Tax identification no.: CZ03275337, registered in the Companies register led by the Municipal court in Prague, section C, insert 229736.
3. „**Hotel**“ means Panorama Golf Resort Hotel\*\*\*\*, Panorama 1, 285 09 Kácov
4. „**Services**“ mean mainly the lease of the golf course, driving range and practice areas, accommodation, wellness, hotel services, rent of the congress premises, lease of other premises of the resort and well as other performance offered by PGR to the Client.
5. „**Contract**“ means a contract concluded between the Contractual parties in accordance with the Article III. of these GBC. According to these GBC a Contract is a contract whose subject matter is the provision of services by PGR to the Client, mainly an Accommodation agreement, Lease contract, Service agreement or any other contract concluded between the Contracting parties in a written form, together with any possible amendments or annexes. For the use of this paragraph email or fax constitute a written form.

6. „**Contractual parties**“ mean PGR and the Client.
7. „**GBC**“ means the present General Business Conditions.
8. „**Client**“ means any natural or legal person, which enters a contractual relation with PGR on the basis of a Contract.

#### Article III. Conclusion of a Contract

1. Contract is concluded by:
  - a) Signing of a Contract by both Contractual parties or;
  - b) Confirmation of the offer of services of PGR, the indivisible part of which are these GBC, by the Client or;
  - c) Accepting the Client's order by PGR, the indivisible part of which are these GBC, in the moment that:
    - i) The Client confirms his order to PGR, whose indivisible part are these GBC or;
    - ii) The Client makes use of the Services provided on the basis of the accepted order.
2. The Contracting parties have agreed that the Contract whose part is the organization of a golf tournament will always have to be in a written form signed by both Contracting parties, the principle being that this Contract becomes effective only in the moment of settlement of the advance payment of the total sum stated in the Contract on the basis of the agreement of both Contractual parties.

#### Article IV. Amendment and Termination of the Contract

1. The expansion or changes to required Services beyond the Contract have to be confirmed in writing by PGR. PGR is entitled to change the arranged conditions of the Contract in cases that cannot be foreseen (ie.unpredictable events or possibly other events). PGR is obliged to notify such changes to the Client without any unnecessary delay, latest however, 5 days before the provision of first Service. In case the Client is opposed to such changes, he has the right of withdrawal without unnecessary delays. In such case the Client will receive the advance payment back in full amount. At the same time, the Client is not entitled to any further compensation.
2. The Contract terminates by its due fulfilment, by the agreement of the Contracting parties or by the withdrawal of any Contracting party in accordance with the present GBC and/or on the basis of relevant legal provisions.
3. The rules concerning the withdrawal of the Client from the Contract are stated in special provisions of these GBC.
4. The rules concerning the withdrawal of PGR from the Contract are stated in special provisions of these GBC. At the same time, the Client is not entitled to any further compensation.



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### Article V. Responsibility and Sanctions

1. Objects found, mainly objects left in the hotel rooms, in the restaurant and on the golf course by the Client (with the supposition that the aforementioned are not valueless), will be sent to the Client only on the basis of his request with the costs and risk being borne by the Client. In case the Client does not request the delivery/return of the object found within one year from the day it has been found, the object is to be regarded as an abandoned object, ie. it is understood that the Client has renounced it. In such case PGR can deal with the object found as its discretion, including the decision to destroy the object.
2. PGR is to bear responsibility over the possessions of the Client only and uniquely in the case that the damage has been caused by serious negligence or intention of the employees of PGR or in case the legal provisions and the present GBC hold PGR responsible.
3. PGR will only be responsible for objects brought into the premises, if those objects were left in places specifically designed for such purpose by PGR.
4. PGR is entitled to refuse to hold in safekeeping in the strongbox at the reception of the Hotel any objects (eg. securities, valuables and cash) that considerably exceed the value of objects regularly held in safekeeping for other Clients.
5. The Client is obliged to keep his valuables, cash and jewelry in the strongbox in their hotel room or at the reception of the Hotel, otherwise PGR is not responsible for any damage or loss.
6. PGR notifies that the parking places on the premises are not under surveillance. PGR is not responsible for any damages that could arise to the Client, his business partners, guests, employees or any other third persons on objects placed in the parking places (eg. motor vehicles, bicycles, objects placed in the motor vehicles).
7. The Client is obliged to register complaints about faults the performance of PGR during the fulfilment of the Service in such a way that PGR is able to remedy the faults during the course of fulfilment, eventually in a way that the possible damages could be mitigated or their arising stopped. At the latest, the Client is obliged to register the complaint about a fault within 2 days from the termination of the provision of Service. In case the faults are registered after the termination of the provision of the Service, at the time of determination of the level of responsibility and the amounts of damage, it will be taken into account whether the registration of complaints during the provision of Service could have mitigated the faults or could have helped the removal of faults. The claims for damages caused by faults in Service can in such case be lowered or completely refused.
8. In case the Client is in delay with any payment according to

the Contract or the present GBC, PGR is entitled to request the payment of contractual penalties in the amount of 0,05% of the outstanding amount for each day of delay. This provision is independent of PGR's right to indemnity, which is to be claimed independently from this contractual penalty.

9. The Client is entitled to make changes in the amount of people at the latest 3 days before the Event. In case of an increase in the amount of registered persons, the real number of people will be reflected at the time of invoicing. In case of a decrease in the amount of registered persons, the Client will pay for the full amount that has been ordered.
10. PGR undertakes that the information provided by the Client will be handled in accordance with the Law no. 110/2019 Sb., on protection of personal data.

### Article VI. Final Provisions

1. Unless the Contract states otherwise the Contract and the present GBC are governed by the laws of the Czech republic.
2. In case of disputes resulting from the Contract and the present GBC or in relation to them, the Contracting parties undertake to resolve them by conciliation. In case a mutual agreement cannot be reached in this way, such disputes will be settled with final validity under the jurisdiction of the courts of the Czech republic.
3. The present GBC are effective from **01.01.2020**.
4. In case one or more provisions of the present GBC are to become ineffective, the rest of the provisions unaffected remain valid and effective.

### Part B. SPECIAL PROVISIONS

#### Section I. ACCOMMODATION

#### Article VII. Services Provided

The Hotel provides services of accommodation.

#### Article VIII. Arrival and Departure

1. Booked rooms will be available to the Client on the day of arrival after 14:00 p.m. (check-in) until 11:00 a.m. on the day of departure (check-out). After an agreement with the Hotel reception and settlement of a fee in the amount of
2. 50% of the price of the room per day, the Client can leave



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the room at the latest until 18:00 p.m. (late check-out) on the day of departure.

3. In case the Client does not leave the room duly and on time, the Hotel is entitled to charge the Client the price of another day of stay in the room.
4. The Client must notify the Hotel of a late arrival, which means arrival after 22:00 p.m., at the latest on the day of arrival before 18:00 p.m., otherwise the access to the reception and the Hotel cannot be guaranteed.
5. In case the room is occupied until 6:00 a.m., the previous night counts as the first night of the stay.

### Article IX. Payment

1. The prices for the services of the Hotel are stated particularly in the price list on the website of the Hotel. The price stated in the Contract is however to always prevail over the price stated in the price list.
2. In case the time period between the conclusion of the Contract and the dates of the stay exceeds two months, and in case the price of the service provided generally rises between the time of the conclusion of the Contract and the provision of the Service, the Hotel is entitled to appropriately increase the price, at the most however, by 50%.
3. The Client, natural person, is obliged to pay for all Services used (including any consumption from the minibar and the accommodation fee) at the latest when checking out of the room (regular check-out or late check-out). The Client, legal person, is obliged to pay for all Services used within 14 days from the check out from the room (regular check-out or late check-out) on the basis of an invoice issued by PGR, excluding the consumption from the minibar, which has to be paid at the time of checking out (regular check-out or late check-out).
4. PGR accepts payments in CZK, alternatively in EUR and USD, either in cash or by credit cards commonly used for payments in the Czech republic.

### Article X. Withdrawal from the Contract

1. The Client is entitled to withdraw from the Contract, whose subject matter is mainly services of accommodation, at any time before the start of accommodation, where the Contracting parties have agreed to the following cancellation fees, which the Client is obliged to pay to PGR:

within 10 days before arrival	no cancellation fee
within 5 days before arrival	30% of the total amount
within 3 days before arrival	50% of the total amount
within 1 day before arrival	75% of the total amount
less than 24hours before arrival	100% of the total amount for accommodation + 100% of all ordered Services

2. PGR is entitled to withdraw from the Contract at any time, at the latest however 10 days before the start of the use of Services by the Client. In such case, the Client will have the already paid amount returned in full amount and without unnecessary delays. At the same time, the Client does not have any right to any further indemnity.

## Part II. LEASE OF PREMISES

### Article XI. Services Provided

PGR provides leases of congress centre, golf course or its parts, practice areas or leases of any other parts of the premises of the resort.

### Article XII. Conditions of the Lease

1. The Client undertakes not to introduce any food, beverages or snacks into the leased premises without previous written consent from PGR. The Client also assumes such obligation for all people who will enter the leased premises and undertakes to assure the fulfilment of this obligation.
2. The realization of a musical or other artistic performance or programme requiring non-standard technical support in the leased premises has to be notified in writing by the Client to PGR at the latest 7 days before the beginning of the lease and the Client also has to discuss, in the aforementioned time limit, the technical and organizational questions related to the programme, unless the Contracting parties agree otherwise. The Client is fully responsible for the compliance with legal regulations, mainly in the area of security and copyrights.
3. The realization of sales activities by the Client and his partners on the premises of PGR is possible only with the agreement of PGR.
4. The Client is not authorized to carry out any type of reparations or alterations in the leased premises without a previous written consent from PGR.
5. The Client must secure objects in his property and placed on the leased premises against damage or theft. PGR is not responsible for any damage to the property of the Client, his business partners, guests, employees as well as other people on the leased premises, regardless whether the property was placed in a place expressly or usually designed for it, excluding the cases where PGR has taken the property into safekeeping on the basis of a written confirmation.
6. The Client is responsible for all damages in the leased premises until the moment of their due handover to PGR after the end of the lease.
7. The Client is obliged to vacate the leased premises within a



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### Part III.

#### EVENT ORGANIZATION

time limit agreed upon by both Contracting parties and to return the premises in the same state as when the premises were made available. In case the Client breaks the aforementioned obligation, PGR is entitled to seek contractual redress in the agreed amount of one-day lease for each following day. The present provision does not exclude the right of PGR to claim damages, which could be claimed alongside the present contractual redress.

#### Article XIII.

##### Payment

1. The Client is obliged to settle the contractual price of the lease on the basis of an invoice, at the latest until the due date of the invoice. In case of non-payment of the invoice, PGR is entitled to proceed according to Article V., paragraph 8 of the present GBC.
2. PGR accepts payments in CZK, alternatively in EUR and USD, either in cash or by credit cards commonly used for payments in the Czech republic.

#### Article XIV.

##### Withdrawal from the Contract

1. The Client is entitled to withdraw from the Contract, whose subject matter is mainly the lease of the golf course or other premises run by PGR, at any time before the start of the lease, where the Contracting parties have agreed to the following cancellation fees, which the Client is obliged to pay to PGR:

##### 1.1 Lease of the golf course and provision of services

within 30 days before use	no cancellation fee
within 20 days before use	30% of the total price of the lease and services
within 15 days before use	50% of the total price of the lease and services
14-0 days before use	100% of the total price of the lease and services

##### 1.2. Lease of all other premises and provision of services

within 30 days before use	no cancellation fee
within 20 days before use	30% of the total price of the lease and services
within 15 days before use	50% of the total price of the lease and services
14-0 days before use	100% of the total price of the lease and services

- 1.3. PGR is entitled to withdraw from the Contract at any time, at the latest however 20 days before the start of the use of Services by the Client. In such case, the Client will have the already paid amount returned in full amount and without unnecessary delays. At the same time, the Client does not have any right to any further indemnity.

#### Article XV.

##### Services Provided

1. PGR offers a range of services in relation to Event organization such as golf tournament, golf clinic, golf class, demonstration event, wedding, catering, corporate or private celebrations, cultural events, other sports and leisure activities, celebrations of other types.
2. In case a provision of fulfilment according to Part B, Section I and/or II is part of the organization of an Event, the provisions of Sections I and/or II will be used as auxiliary to the Contract whose subject matter is mainly the organization of an Event, ie. Provisions of Parts I and/or II will be use in such an extent in which they are not expressly regulated in the present Part III.

#### Article XVI.

##### Responsibility

During the holding of an Event, the Client must secure objects in his property and placed on the leased premises against damage or theft. PGR is not responsible for any damage to the property of the Client during an Event, his business partners, guests, employees as well as other people on the leased premises, regardless whether the property was placed in a place expressly or usually designed for it, excluding the cases where PGR has taken the property into safekeeping on the basis of a written confirmation.

#### Article XVI.

##### Payment

1. The Client is obliged to settle the contractual price of the lease on the basis of an invoice, at the latest until the due date of the invoice. In case of non-payment of the invoice, PGR is entitled to proceed according to Article V., paragraph 8 of the present GBC.
2. PGR accepts payments in CZK, alternatively in EUR and USD, either in cash or by credit cards commonly used for payments in the Czech republic.

#### Article XVII.

##### Withdrawal from the Contract

1. The Client is entitled to withdraw from a Contract, whose subject matter is the organization of an Event, where the Contracting parties have agreed upon cancellation fees stated in Article XIV. Point 1.1. and 1.2.
2. PGR is entitled to withdraw from the Contract at any time, at the latest however 20 days before the start of the use of Services by the Client. In such case, the Client will have the already paid amount returned in full amount and without unnecessary delays. At the same time, the Client does not have any right to any further indemnity.



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### Article XVIII.

#### Special Conditions for the Organization of Golf Tournament

1. PGR undertakes to reserve a date for the Client for the golf tournament after the signing of a Contract for provision of services, that is, during the period of validity of the price quotation. In case the Client does not settle the advance payment as stated by the Contract before the due date, PGR is not entitled to keep the date for the golf tournament reserved and is entitled to withdraw from the Contract.
2. PGR undertakes to book maximum 2 tee times before the first flight of the golf tournament and 2 tee times after the last flight of the tournament. In case this limit is surpassed and the operation of the golf course will be held up, PGR will invoice the Client for each cancelled tee time as a result according to the valid price list.
3. PGR will arrange for the preparation of the golf course, the managing team of the tournament, administration for the complete scoring, starter, referee, accessory contests, facilities for catering and other ordered services.
4. PGR provides surfaces for possible placement of advertising banners and materials, in case it is expressly provided for in the Contract and in the extent therein stated.
5. The Client undertakes to provide PGR with a written name list of the players with their registration numbers at the latest 1 day before the holding of the golf tournament.
6. Unless the Contracting parties state otherwise, players with the maximum handicap of 54 are allowed to take part in the tournament. PGR reserves the right to deny the participation of a player whose handicap exceeds the aforementioned limit, or the limit stated in the Contract.
7. The Client will ensure and provide on his own account prizes for the winners of the tournament. For clarification of any doubts, PGR is not obliged to ensure and provide any prizes for the winners of the tournament.

Issued by: Panorama Golf Resort s.r.o.

Valid from: 1.1.2020