

be.HOTEL

Bay Street Tourist Complex, St. George's Bay, St. Julian's, STJ 3311, Malta
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be HOTEL**Schedule A****GROUP DETAILS**

Date of Contract	September 20, 2017
Hotel Sales Contact	Katya Grech
Title	Sales and Revenue Executive
Group Name	INTERACT Monitoring Committee Meeting
Date of Arrival	November 14, 2017
Date of Departure	November 15, 2017
Authorised Representative of Company	Pavol Frešo
Title	the chairman of Bratislava Self Governing Region
Company	Interact Programme
Address	Bratislava Self Governing Region, Sabinovská 16, P.O.Box 106, 820 05 Bratislava 25, Slovakia
Phone	00421 2 48264 636
Final date for signed Contract	October 6, 2017
First Deposit Due	October 16, 2017

Schedule B**ROOMS at be.HOTEL**

Date	No.of Twin Rooms	Tariff on BB basis	Cost in Euros	No.of Single Rooms	Tariff on BB basis	Cost in Euros	Total Cost in Euros
Total Cost Schedule B							€ 0.00

SUPPLEMENTARY AGREEMENT

Schedule C

FOOD & BEVERAGE REQUIREMENTS

Date	Time	Venue	Event	No. of Pax	Cost in Euros	Beverages	Cost in Euros	Total Cost Euros
14-Nov-17	Full Day	Panorama Suite	Refreshments	55	€ 20.50	included	€ 1,127.50	€ 1,127.50
15-Nov-17	Full Day	Panorama Suite	Refreshments	55	€ 20.50	Included	€ 1,127.50	€ 1,127.50
14-Nov-17	Full Day	Fornelli	Buffet Lunch (menu A)	55	€ 25.00	included	€ 1,375.00	€ 1,375.00
15-Nov-17	Full Day	Fornelli	Buffet Lunch (menu A)	55	€ 25.00	included	€ 1,375.00	€ 1,375.00
14-Nov-17	Full Day	Panorama Suite	Water in the meeting room	55	€ 3.50	3 bottles	€ 577.50	€ 577.50
15-Nov-17	Full Day	Panorama Suite	Water in the meeting room	55	€ 3.50	3 bottles	€ 577.50	€ 577.50
Total Cost Schedule C								€ 6,160.00

SUPPLEMENTARY AGREEMENT

- All day refreshments including coffee, tea, water, juice, cakes, assorted mini wraps, 3 types of sandwich(tuna, chicken, mozzarella & rocket) and one basic coffee break
- Buffet Lunch (menu A) including one soft drink, water and coffee

Schedule D

MEETING REQUIREMENTS

Date	Time	Venue	Set-Up Style	No. of Pax	Total Cost Euros	
14-Nov-17	Full Day	Panorama Suite	Banqueting Style	55	€	642.50
15-Nov-17	Full Day	Panorama Suite	Banqueting Style	55	€	642.50
Total Cost Schedule D						€ 1,285.00

SUPPLEMENTARY AGREEMENT

- Conference Room for 55 people banqueting seating including projector, screen and 4 flipcharts
- Discussion system with 7 wireless microphones
- Digital Audio Recording
- Technical Assistance
- 1xPC/notebook

Schedule E
ADDITIONAL AGREEMENTS

Agreements	Total Cost Euros
Total Cost Schedule E	€ 0.00

Schedule F
GRAND TOTAL

	Total Cost Euros
Total Cost Schedule B	€ 0.00
Total Cost Schedule C	€ 6,160.00
Total Cost Schedule D	€ 1,285.00
Total Cost Schedule E	€ 0.00
Total Schedule F	€ 7,445.00

An Agreement entered into this
between
appearing for and on behalf of
situated at
and
appearing on behalf of
situated at

October 6, 2017
Katya Grech
be.Hotel
St George's Bay, St. Julian's, STJ3310, Malta
Pavol Frešo
Interact Programme
Bratislava Self Governing Region, Sabinovská 16, P.O.Box 106, 820 05 Bratislava 25, Slovakia

Sales and Revenue Executive
(hereinafter referred to as the hotel)
the chairman of Bratislava Self Governing Region

Whereas the Client is desirous of bringing over a group of persons to the Hotel for the purpose of

INTERACT Monitoring Committee Meeting

and whereas the hotel is desirous of hosting this group of persons.

Now, therefore, the parties agree that the above reservation/s are confirmed according to the following terms & conditions.

RATES

The Accommodation Rates outlined in Schedule B are quoted in Euros on a per person per night basis, inclusive of elements stipulated in Schedule F and V.A.T. at the present rate of 7%. The Food Rates outlined in Schedule C as part of The Groups Pre Booked Package are quoted in Euros inclusive of V.A.T. at the present rate. Beverage Rates are inclusive of V.A.T. at the present rate.

The Hotel reserves the right to change contracted rates in accordance with changes in the level of taxation that may be imposed on The Hotel by The Government.

CONTRACT AND DEPOSIT / PAYMENT SCHEDULE

In Order for the Hotel to confirm the services outlined in schedules B, C, D & E, the following contract and deposit schedules must be honored by The Client.

The Hotel agrees to hold the Accommodation, Meeting and Function Room Space stipulated above in favour of the Client for a further 7 days from the date of this contract until said contract is signed. In the event that the contract is not signed and returned to The Hotel by The Client within 7 days of the date on this contract, the Hotel will automatically release all space blocked for The Client in favour of The Group.

A non-refundable deposit against services highlighted in Schedules B, C, D & E of € 7,445.00 (equivalent to 100% of the total value of the contract) is to reach the hotel by the 6th of October 2017

If the client fails to fulfill the conditions concerning the payment of the deposit amounts or the whole advance payment, the Hotel reserves the right to cancel the event or provide services corresponding to the amount of deposit already paid, about which the Client will be duly informed in writing by The Hotel.

All actual billing/invoices will be in Euros unless previously agreed otherwise. Should the client opt to settle the group balances by Credit Card an extra charge of 2.5% will apply on the total Group balance.

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CANCELLATIONS Schedule B

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The Client may cancel all or part of the Total Bedroom Block in Schedule B, Food & Beverage requirements and Meeting and Function Rooms requirements in Schedules C & D within the following agreed Terms and Conditions. All deposits will be kept by The Hotel in case of full termination. A unilateral termination by the Client not justified by the non-fulfillment of the Hotel's obligations, shall force the terminating party to pay a fixed compensation calculated as follows: Cancellation of the reservation or part of the reservation can be made free of charge up until 8 weeks prior to the first day of arrival (Deposit is non-refundable). 10% of the last updated reservation value / reservation value can be cancelled free of charge up until 1 week prior to the day of the first arrival. Cancellations that surpass 10% of the original reservation value will be charged as follows:
From 8-6 weeks prior – 25% of cancellation value
From 6-4 weeks prior – 50% of cancellation value
From 4-1 weeks prior – 75% of cancellation value
Later than 1 week prior – 100% of cancellation value
No Shows (non-cancelled rooms):
In case of no-show – if a guest does not show up for the hotel room as per the reservation – the room will be charged in full.

CHECK IN / CHECK OUT

The Hotel will make reasonable efforts to accommodate early arrivals. Check In Time at The Hotel is 15:00 on the day of arrival and Check-out time is 11:00. The Client will be charged for group members staying in their rooms beyond the check-out times agreed without prior authorisation from The Hotel.

DELIVERIES

Arrangements for delivery of packages should be made through your designated event manager. Receiving, handling and shipping charges may apply. No packages will be accepted by us that require us to pay shipping costs. Deliveries will only be accepted within 48 hours prior to your Arrival Date, unless otherwise agreed by us in advance. All deliveries must be correctly labeled as per our guidelines. To the fullest extent permitted by applicable law, we shall not be responsible for any damage to or loss of your packages.

BANQUETING & FUNCTIONS

The above-mentioned event must end within the time stipulated. If the event continues beyond this limit, for a reason not attributable to the hotel, the Customer will be charged a fee for the hire of the room according to the Hotel's valid hire price list.

If the number of participants increases or decreases in relation to the original reservation, the Hotel reserves the right to transfer the event to a room which size adequately accommodated the revised number of guests.

It is prohibited for the Customer or guests to bring food or beverages of any kind within the Hotel premises without written consent from the Hotel. Each agreement of this kind will include a service/corkage charge.

The costs of food and beverages as quoted in this contract may change and the Hotel cannot guarantee these costs in advance for a period of more than 6 (six) months.

The hotel must be notified in writing of any dietary requirements including vegetarians 14 working days prior to Arrival Date.

The agenda and/or programme, (including technical drawings of set-up requirement), with a schedule of events and menus should be sent to the hotel at least 20 working days prior to Arrival Date. Failure to do so may result in the hotel not being able to provide the required services or menus. Any last minute changes on setups and menus, may result in a penalty fee.

CONDUCT OF EVENT

To the fullest extent permitted by law, you assume full responsibility for the conduct of all persons in attendance at your Event and liability for loss and/or any damage done to any part of our Hotel premises during the time of your Event caused by your employees and temporary workers, agents, contractors, sub-contractors, as well as by attendees of the Event.

For the safety of persons and property, no fireworks or incendiary devices may be used indoors at the Hotel and on hotel property. You also agree that your Event will not create any unreasonable disturbance to other guests or meetings, such as excessive noise. Use of smoke or fog machines, dry ice, confetti cannons, candles, incense is prohibited. We reserve the right to end your Event functions immediately if you do not comply with our reasonable requests to reduce or eliminate any such disturbance, in which case you will remain responsible for payment of all contracted charges related to your Event and no refunds will be issued to you by us.

COMPLIANCE WITH LAWS

You agree to comply with all applicable laws and regulations, including without limitation, health and safety codes, anti-terrorism, anti-corruption, anti-money laundering laws and regulations, and fire regulations. You agree to cooperate with us and any relevant government authority to ensure compliance with such laws and regulations. In case of doubt with respect to fire regulations, we may require that you obtain at your expense a certificate of compliance from the local fire authorities.

INDEMNIFICATION

To the fullest extent permitted by law, you shall at all times be liable for, indemnify, defend and hold harmless the Hotel (together with their respective owners, managers, partners, subsidiaries, affiliates, officers, directors, employees, servants and agents) (collectively, the "Hotel Indemnified Parties") from and against any and all claims, liability, losses or damages to persons or property, governmental charges or fines, penalties, costs, legal costs, professional and other expenses of any nature whatsoever (collectively, "Claim(s)") incurred or suffered by the Hotel Indemnified Parties, arising out of or in any way connected with your Event including, but not limited to, Claims arising out of the negligence of willful misconduct of employees, agents, contractors, and attendees; provided, however, that nothing in this indemnification shall require you to indemnify the Hotel Indemnified Parties for that portion of any Claim arising out of the sole negligence or willful misconduct of the Hotel Indemnified Parties.

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RESERVATIONS PROCEDURES

Ten (10) days prior to the arrival of the Group, the Hotel must have received written confirmation of the following terms:

The final rooming list (in alphabetical order of attendees, should include full name and surname) with the group's leader's name indicated. Any rooms not allocated will automatically be released according to the cancellation terms outlined in this contract. Should the client utilize the hotel exclusively, the hotel agrees to allow the client to allocate all group rooms.

The group's time of arrival and departure from the Hotel.

All the precise instructions.

The name of the local travel agent.

CONFERENCE SERVICES DEPARTMENT

The Hotel's Conference Services Department will contact the Group's Authorised Representative approximately 120 days prior to the Group's meeting to assist in the planning and actual production of the meeting.

BILLING INSTRUCTIONS

Master Account to Company

Rooms & Breakfast (Schedule B)

Meeting Requirements (Schedule C)

Food & Beverage / Banquet Requirements (Schedule D)

Additional Requirements (Schedule E)

Other

Individual Accounts

Laundry and Valet

Telephone

Mini-Bar

Individual and group unpaid Extras on departure will be guaranteed by the Client.

DEPOSITS AND BALANCE OF PAYMENTS TO BE EFFECTED

Direct Bank Transfers are to be effected to

HSBC plc

IBAN:

Swift: MMEBMTMT

INSURANCE

You will obtain and keep in force the appropriate insurance reasonably commensurate with all activities arising from or connected to your Event, including, but not limited to, insurance affording coverage for public liability and property damage. Upon request, you agree to provide us with a certificate or proof of such insurance. The hotel will in return provide it's insurance certificate.

Please note that obtaining and maintaining appropriate insurance protects you by providing coverage to you by paying the Hotel for damages that occur during your Event and which you would otherwise be required to pay under the indemnification clause. For informational purposes only, single event insurance (sometimes called "private event insurance" or "special event insurance") may be available for purchase at reasonable rates, including from reputable online insurance providers. When purchasing single event insurance, you should select public liability and property damage coverage.

You may, at your option, purchase insurance to cover your personal property, including decorations, special objects and other property. We have no insurance for, and to the fullest extent permitted by applicable law, we shall not be responsible for, any damage to or loss of your property. You accept the responsibility to insure the mentioned property.

LIMIT OF LIABILITY

Nothing in this agreement is intended nor shall it be construed as an attempt by any party to exclude or limit its liability for any liability which cannot be excluded or limited under applicable law, including without limitation its liability for death or personal injury caused by its negligence or for its fraud or misrepresentation.

Notwithstanding any other term of this agreement, our aggregate liability arising out of or related to this agreement, whether for breach of contract, warranty or undertaking or under any indemnity, in tort, for negligence or otherwise shall not at any time exceed the Total Anticipated Revenue as set out in Schedule F.

OUTSIDE CONTRACTORS

Should you elect to utilize outside contractors or subcontractors on our Hotel premises during your Event, you must notify us of your intention to use such providers at least 30 calendar days before your Arrival Date.

Your outside contractors must adhere to our reasonable rules (including but not limited to health and safety regulations and rules). We reserve the right, at our sole discretion, to require any outside contractor to be removed from our Hotel premises should the outside contractor fail to abide by our rules or applicable laws and regulations.

The use of any machinery (or equipment) which utilizes combustible engines is strictly banned. Any equipment, particularly related to the set-up and dismantling of any rigging needs to be electric and/or manual and needs to have polythene wheels and/or tyres or equivalent.

In our sole discretion, we may require that your outside contractors (i) sign a hold harmless, indemnification and insurance agreement in the form currently in use at the Hotel for similar outside contractors, and (ii) provide proof of insurance in amounts acceptable to us (amounts and types of insurance to be determined in our sole discretion based on the type of services the outside contractor will be providing) before the outside contractor will be allowed to provide services on our Hotel premises.

We reserve the right to charge additional fees based on your specific needs, including but not limited to, labour surcharge for audio/visual and electrical requirements, banner hanging, sign making, and electrical power. Should you require any rigging services for your Event, all such services must be arranged through the in-house audio/visual provider of the Hotel and you will be responsible for all associated costs.

SECURITY

If required, in our sole discretion, in order to maintain adequate security measures in light of the size and/or nature of your Event, you will provide, at your expense, security personnel supplied by a reputable licensed security agency doing business in the jurisdiction in which we are located, which agency will be subject to our prior approval. Such security personnel may not carry weapons and shall comply with local laws applicable to such security personnel.

In our sole discretion, we may require that your security agency (i) sign a hold harmless, indemnification and insurance agreement in the form currently in use at the Hotel for security agencies, and (ii) provide proof of insurance in amounts acceptable to us before the security personnel will be allowed to provide services on our Hotel premises.

PROMOTIONAL CONSIDERATIONS

We have the right to review and approve any advertisements or promotional materials in connection with your Event that specifically reference the name of the Hotel or a name or logo owned by a subsidiary of be.Hotel, including but not limited to: be.Hotel. You agree that we may share your Event and Planner information with our third party providers who offer support services groups holding meeting/functions at our Hotel, including audio/visual services, decorators, florists, and others.

CANCELLATION OF THE CONTRACT BY FORCE MAJEURE, ETC.

Neither party shall be liable for any delays or losses due to a party's failure to perform its obligations here under in the event that such failure is caused by events or circumstances beyond its control, including but not limited to acts of God, war, riot, terrorism, construction, fire or flood, provided that the party which is unable to perform its obligations provides notice to the other party as promptly as possible following the onset of such events or circumstances. In the event that such Force Majeure affects the meeting, either party may cancel all outstanding portions of the meeting without incurring any charges.

VARIATIONS

No verbal representations or arrangements are recognized by the Hotel and a written notice can only modify the Conditions of this contract.

HOUSE RULES

During the period of a booking, the Client agrees to observe whatsoever house rules the Hotel operates, recognizing that these are essential to maintain health and safety, the Hotel's reputation and the normal operation of the Hotel by the management.

THIRD PARTIES

Where the Hotel undertakes to organise events or services for the client, with a third party, the hotel will endeavor to ensure the competence of the third party.

RECENSION BY THE HOTEL

The Hotel is entitled to rescind the contract for justifiable cause, examples being:

If the events are booked using misleading or false representation of major facts such as the event organizer or purpose.

If the Hotel has good reason to assume that the event might jeopardize the Hotel's smooth operations, security, or public reputation without these being attributed to the Hotel's sphere of dominion or organization.

The Hotel reserves the absolute right to cancel unilaterally, and without prior warning or compensation, after a simple fruitless requisition, in the case of the Client's failure to pay all or part of the amount payable stipulated in the above "Contract and deposit / payment schedule" item without prejudice to the right of the Hotel to claim, through legal channels, the payment of the due amounts or those due, and compensation for damages caused.

AUTHORISATIONS, TAXES AND FEES

All national, regional and municipal government authorizations and all the taxes, fees and rates to be paid for whatever reason related to the activities to be engaged in by the Client in the Hotel on the occasion of the execution of the contract, are the exclusive responsibility of the Client.

JURISDICTION

All lawsuits or differences related to the interpretation or execution of the contract fall exclusively under Maltese jurisdiction, and will be submitted to the Courts and Tribunals of Malta.

ENTIRE AGREEMENT

This agreement and any attachments constitute the entire agreement between the parties with respect to the subject matter hereof and shall supersede all previous proposals both oral and written, negotiations, representations, commitments, and other communications between the parties. This contract may not be released, discharged, changed or modified except in writing and signed by duly authorized representatives of both Parties.

TERMINATION OF CONTRACT BY CLIENT

The present contract is terminated ipso jure and without any formalities, if the hotel is in a situation of judicial settlement, suspension of payment, bankruptcy adjudication, without prejudice to the legislation and instructions with regard to this.

CONCLUSION

The Hotel shall in no way be bound by any of the terms specified herein unless and until a duly signed copy of this agreement is received from The Client.

be.HOTEL

Katya Grech
Typed name

Sales and Revenue Executive
Title

October 6, 2017

Interact Programme

Signed

Pavol Frešo
Typed Name

the chairman of Bratislava Self Governing Region
Title

06. 10. 2017

