



CONTRACT ABOUT USE OF AVE.travel ONLINE RESERVATION SYSTEM

I. Contracting Parties:

a) **Supplier:** AVE, a.s., registered seat Pod Barvířkou 6/747, Prague 5,150 00
Represented by: Ing. Jiří Procházka, CEO
CIN : 005005641
EIN : 005 - 00505641
The company is registered in Trade Register at Municipal Court Prague 2, section B, entry 68.
Bank : Raiffeisenbank Praha 1, Account no. : 100 102 55 11/5500
Payer of VAT (hereinafter "Supplier")

b) **Subscriber:**

Represented by:

CIN : EIN :

The company is registered in Trade Register at Municipal Court in

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Bank : Account no. :

Payer of VAT (hereinafter "Subscriber")

II. Supply Conditions

If a reservation is placed via AVE.travel system, the Supplier undertakes to carry out the reservation of the agreed services. The Subscriber is obliged to pay for the reserved services in accordance with the standard payment conditions of AVE a.s. (see Article II), unless stated otherwise. If the Subscriber fails this condition, the reservation will be cancelled.

After meeting all conditions of the Contract, particularly the payment conditions (see Article II), the Subscriber will receive a voucher, or a proof of purchase, which entitles the Subscriber to use the ordered services.

III. Payment Conditions

Individual Clientele – up to 15 persons

The Subscriber is obliged to pay the price of the ordered accommodation and/or other ordered services no later than 14 days prior to the day of use of the last ordered service based on the invoice provided by the Supplier.

Groups - 16 persons and more

The Subscriber is obliged to pay a deposit in the amount of 50% of the total price of all ordered services no later than 30 days prior to the day of use of the first ordered service. The pay-up of the remaining 50% of the price of all ordered services must be realized no later than 14 days prior to the day of use of the last ordered service based on the invoice provided by the Supplier.

Accepted Payment Methods

Any of the following payment methods may be used to pay for services ordered with AVE.travel a.s.:

- Online payment by a credit card on AVE.travel website
- By bank transfer to AVE.travel bank account

Sales Department: Pod Barvířkou 6, 15000, Praha 5
Tel: (00420) 251 091 108 Fax: (00420) 251 555 157
E-mail: prochazka@avetravel.cz





The Subscriber is responsible for all costs connected to the transaction.

IV. Cancellation Policy

Should the Subscriber cancel the ordered services, the Supplier is entitled to charge the following cancellation fees:

Individual Clientele – up to 15 persons

72 hours before arrival = free of charge

71 – 0 hours before arrival = 100% of the price of the first night

NO SHOW (no arrival) – 100% of the price of all ordered services

Groups - 16 persons and more

Cancellation Notice Period (Period between the cancellation and the day of use of the first ordered service)	Cancellation Fee
	Group Clientele (16 persons and more)
31 days and more	0%
30 - 22 days	25 % of the price of ordered services
21 - 15 days	30% of the price of ordered services
14 - 8 days	50% of the price of ordered services
7 – 3 days	75% of the price of ordered services
2 days	100 % of the price of ordered services
Less than 2 days and no show	100 % of the price of ordered services

Cancellation fees do not affect decrease of number of ordered services (lower number of persons in a group) if the decrease does not exceed **10%**.

V. Password and Access to the System

The Supplier undertakes to send to the authorized person (see Paragraph VI.) user name and password to access the AVE.travel system within 7 days of reception of signed contract. The system is operated through the website: <http://www.ave.travel>

VI. Authorized Persons and Contact Persons

Contact person AVE: ing. Jiri Prochazka, tel: +420 251 091 108, prochazka@avetravel.cz

Person authorized by the Subscriber to change password:

First Name and Surname:

Telephone: E-mail:

VII. Validity of the Contract

- a) The Contract becomes valid and comes into effect as of the day of signature by both contracting parties and is concluded for an **indefinite period of time**.
- b) Other contracts about tourism services concluded between the Contracting Parties prior to this Contract are invalidated upon the signature of this Contract.

Obligations and duties established by this Contract are valid even after the termination of this Contract, particularly the obligation to pay for provided services, unless the Contracting Parties agree otherwise.





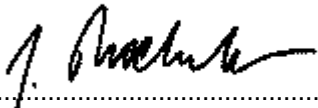
VIII. Final Provisions

- a) In case of unforeseen circumstances, the Supplier reserves the right to provide to groups or individuals accommodation in an alternative facility on a comparable level. In such case, the Supplier shall notify the Subscriber without undue delay.
- b) Individual clients can cancel ordered services online in the AVE.travel system using the link contained in an e-mail Reservation Confirmation. The cancellation can also be done in writing by a letter.
Group clientele must carry out the cancellation in writing by a letter.
Cancellation done directly in the hotel or to the provider of the ordered services will not be valid and will not be taken into consideration.
- c) In cases of the so-called youth recreation (until 26 years of age), the Subscriber acknowledges that the Supplier may require an advance deposit to cover possible damages. Actual conditions shall be specified in individual offers made by the Supplier.
- d) The Subscriber undertakes to pay for all reservations placed with AVE.travel using his or her user name and password. Should the Subscriber suspect that his or her log-in information are being abused, the Subscriber is obliged to notify the Supplier about the fact immediately. The Supplier, based on an authorized request, will change the log-in information. Only the authorized person (see Article VI) is entitled to request the change of password.
- e) The Contracting Parties undertake to inform each other about significant facts that may influence their ability to fulfil duties and obligations stipulated in this Contract without undue delay.
- f) These conditions come into effect as of the day of signing this Contract by both Contracting Parties and are valid for all future orders made by the Subscriber (unless agreed otherwise in individual cases).
- g) The Contracting Parties hereby state that they have familiarized themselves with the Contract before signing it, that they understand its content and agree with all points of the Contract, which they hereby certify by their signatures.

In Date

In Prague 15.1.2010

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For Subscriber (signature, stamp)


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For AVE, a.s. (signature, stamp)

AVE a.s.®
Pod Barvířkou 6/747
150 00 PRAHA 5

Please send two copies of completed and signed Contract by mail to:

AVE a.s.
Ing. Jiri Prochazka
Pod Barvířkou 6
Prague 5
150 00
Czech Republic

Sales Department: Pod Barvířkou 6, 15000, Praha 5
Tel: (00420) 251 091 108 Fax: (00420) 251 555 157
E-mail: prochazka@avetravel.cz

