

## **GENERAL TERMS AND CONDITIONS**

Accommodation of clients (hereinafter referred to as “a Client“ or also as “a Guest”) in the Hotel: Hotel Château Belá s.r.o. located in Belá at the address Belá 1, 943 53 Belá, (hereinafter referred to as “the Hotel“ in a respective grammatical format) is governed by the valid legal order of the Slovak Republic and these General Terms and Conditions which also comprise Accommodation Rules (hereinafter referred to as “the GTC” or also as “the Accommodation Rules”). An accommodated Guest accepts the Accommodation Rules as a contractual condition of accommodation and is obliged to observe its provisions. A Guest is obliged to make himself/herself familiar with these Accommodation Rules while his/her unfamiliarity therewith has no impact on eventual occurred legal consequences. The Accommodation Rules is also published at the front desk of the Hotel.

### **1. General Terms and Conditions**

1.1. These General Terms and Conditions apply for the contracts of the Hotel rooms rental for accommodation (“Accommodation Contracts”), contracts on rental of conference and banquet rooms and premises of the Hotel for realization of events as well as for all the further services and deliveries of the Hotel realized for a Guest. Other business and contractual terms for a Guest shall only be used if they were explicitly agreed by the contractual parties in a written form in advance and precedence over these GTC has been explicitly agreed.

1.2. Accommodation Contract is created by takeover of a Guest’s request by the Hotel while the written confirmation of a booking is solely at discretion of the Hotel.

1.3. The Hotel and a Guest are contractual parties. In the case of an order made by the third person, this person is liable against the Hotel jointly and severally with a Guest as a co-debtor for all the obligations resulting from the Contract unless it is proved to the Hotel that only a Guest takes over the obligations.

1.4. Any sublease or further rental of the rooms/premises as well as usage thereof for other than accommodation purposes or for other purposes than agreed in the Accommodation Contract require a prior written consent of the Hotel.

### **2. Terms and Method of Accommodation (Accommodation Rules)**

2.1. The Hotel may only accommodate a Guest who is duly registered for accommodation. A Guest registers himself/herself at the Hotel’s front desk immediately after arrival. For the registration a Guest is obliged to submit to a Hotel’s employee his/her ID card, passport or another valid proof of identity within the meaning of Act No. 253/1998 Coll. on Reporting of Stay of the Slovak Republic Citizens in the Register of Citizens of the Slovak Republic as amended and within the meaning of Act No. 18/2018 Coll. on Personal Data Protection and about change and amendment of some laws.

2.2. Each Guest who is not a citizen of the Slovak Republic (hereinafter referred to as “a Foreigner”) is obliged to fill in and hand over an official form on reporting of stay given to a Guest after arrival by a Hotel’s employee within the meaning of Act No. 404/2011 Coll. on Stay of Foreigners as later amended, while a Guest is obliged to provide all the data in a true and complete manner.

2.3. The Hotel provides services to the accommodated Guests in adequate scope that is defined by Decree of the Ministry of Economy of the Slovak Republic No. 277/2008 Coll. which defines the qualification features for accommodation facilities by their classification to categories and classes.

2.4. In extraordinary cases the Hotel may offer to a Guest other accommodation than agreed unless it substantially differs from a confirmed order.

2.5. Unless agreed otherwise, a Guest has got booked rooms for disposal from 3 p.m. of the agreed arrival date, however clause 2.6. of this article is not prejudiced thereby. A Guest has no entitlement to earlier preparation of a booked room except for the case if Hotel’s capacity allows it – in that case a room for a Guest may be prepared before 3 p.m. after a prior agreement.

2.6. The Hotel reserves the right to shift the time of a room preparation to 4 p.m. in the case the accommodation capacity of the Hotel does not allow to prepare the room before 3 p.m. A Guest must be informed about the change of accommodation time at least 24 hours in advance.

2.7. On an agreed departure date, a Guest must empty a room until 10 a.m. at the latest and hand it over back to the Hotel. In the case of the delayed emptying of a room after 10 a.m. the Hotel is entitled to charge a Guest with a fee amounting to EUR 10.00/hour for the “late check out”.

2.8. A booked room that has not been accommodated by a Guest until 10 p.m. of the arrival date at the latest may be offered by the Hotel to another Guest. This shall not apply if a later arrival had been explicitly agreed.

### **3. Payment for Provided Accommodation**

3.1. Pricelist of the services for a temporary accommodation and further services can be inspected the Hotel’s front desk.

3.2. The Hotel is entitled to request from a Guest an advance payment by booking up to the amount of 100 % of the accommodation price. In the case of booking of an accommodation, this payment is binding for the Hotel on the date of reimbursement of an advance payment to the Hotel’s account, unless agreed otherwise in writing.

3.3. A Guest is obliged to pay agreed contractual prices of the Hotel for the accommodation and utilized services according to the Pricelist of the Hotel. This also applies to the services and expenditures of the Hotel against the third persons that were caused by a Guest. A price for accommodation and all the provided services must be reimbursed to the Hotel by a Guest not later

than on the date of end of stay based on a submitted billing statement for accommodation and services or based on a submitted invoice together with statement of advance payments received from a Guest.

3.4. In the case if a Guest abridges an agreed stay in the Hotel, the Hotel is entitled to charge a Guest a full amount of the agreed price for the entire duration of an ordered stay.

3.5. The agreed prices include accommodation price, service fee and respective valid value added tax. If a period between concluding and execution of a contract exceeds 4 (four) months and a price charged for such performance is generally increased to the Hotel, the Hotel may adequately increase contractually agreed price, however not more than by ten per cent. The Hotel may further change the prices when a Guest requires additional changes in number of booked rooms, services of the Hotel or duration of a stay and Hotel agrees therewith.

3.6. Should the price for the provided services exceed amount of EUR 333.00, a Guest is obliged to immediately reimburse the price for until then provided services upon a call of the Hotel's front desk employees.

3.7. The Hotel is entitled to charge a Guest with the occurred receivables as due receivables and request an immediate payment. In the case of a delay of a payment the Hotel is entitled to request late payment interests. After an agreement with a Guest the Hotel is entitled to issue an invoice with a due date of maximum 14 days from issuance thereof.

3.8. Without a written consent of the Hotel a Guest is not entitled to set off any due and/or undue monetary receivable against a receivable of the Hotel.

3.9. The Hotel accepts following payment cards: Visa, Visa Electron, MasterCard, MasterCard Electronic, Maestro.

3.10. Premises of the Hotel are always a place of any performance and payment according to these GTC.

#### **4. Liability of the Hotel and Guest**

4.1. The Hotel is liable for a damage caused to brought or put things according to provisions of Section 433 *et seq.* of Act No. 40/1964 Coll. Civil Code as later amended (hereinafter referred to as "the Civil Code").

4.2. Upon request and according to the valid Pricelist the Hotel provides a safety box to a Guest. Usage of a safety box in a room cannot be considered as a takeover of a thing to safekeeping by the Hotel.

4.3. The Hotel is not liable for forgotten and lost things in the Hotel's premises.

4.4. The Hotel is not liable for any damage caused to a Guest out of the Hotel's premises. For this purpose, the Hotel premises are: building of the Hotel and a fenced land pertaining thereto.

4.5. The Guests may receive visits in the common areas of the Hotel. A Guest may only receive visits in a room from 7 a.m. until 10 p.m. with a consent of the Hotel's employee after registering in the Visitors' Book.

4.6. In the case of sickness or injury of a Guest the Hotel shall ensure medical assistance eventually transport to a hospital.

4.7. A Guest is not allowed to relocate the equipment, make adjustments and any interventions to electrical power network or other installations in a room and in the common premises of the Hotel without consent of the Hotel's management.

4.8. In the Hotel's premises especially, however not exclusively in a room a Guest is not allowed to use his/her own electrical appliances with output above 1000 Watts. This prohibition does not apply to charging batteries, electrical appliance for work and/or entertainment such as notebook, tablet, mobile phone etc.

4.9. Prior to departure from the Hotel a Guest is obliged to switch of the room and equipment light, close the water tap, shut the door and hand over an electronic card at the front desk. S/he is also obliged to report a minibar consumption prior to departure from the Hotel. In the case s/he fails to do so and a consumption is consequently detected, it will be invoiced to a Guest according to the up-to-date Pricelist.

4.10. Due to the safety reasons, it is not suitable to leave the children of the age up to 10 years without surveillance of the adults, even not in a room and other common premises of the Hotel, except for the areas reserved for it.

4.11. Due to the safety reasons a Guest is not entitled to wear weapon and ammunition in the premises of the Hotel or to otherwise hold a weapon or ammunition in a condition enabling its immediate use.

4.12. A Guest is not allowed to bring skis, snowboards, sledge, bicycles and other similar movable things to a room or to another premises not designed for that purpose.

4.13. A Guest must observe silent hours from 10 p.m. until 7 a.m. The silent hours are not allowed to be disrupted by usage of any source of noise exceeding maximum permissible values for day and night time defined by a respective valid legal regulation.

4.14. Smoking is permitted only in the reserved outer premises of the Hotel. Smoking is strictly prohibited in the rooms and balconies. It is strictly prohibited to use any narcotic and psychotropic substances in the Hotel.

4.15. Accommodating pets is possible after an agreement and reimbursement of a fee for a pet according to the Hotel's Pricelist.

4.16. A Guest is obliged to throw the garbage solely into the reserved bins and containers.

4.17. If a Guest receives (eventually also for a reimbursement or in a form of a benefit) parking place in the Hotel's parking area, the Hotel shall not be held liable for the damage or loss of the parked or moved-off motor vehicles and things located in them in the Hotel's land.

4.18. The Hotel does not guarantee for the injuries by spare time programmes of any kind only if the Hotel acted with gross negligence or intentionally.

4.19. Found items are sent further only upon a request of an accommodated Guest. The found items are stored in the Hotel not longer than for six (6) months. After the lapse of this period, the items with evident value will be handed over to the municipality.

4.20. A Guest is liable for the damage caused to equipment or inventory (fixtures and fittings) of the Hotel according to the respective valid legal regulations. In the case of damage or destruction of the Hotel's property the Hotel is entitled to damages in an acquisition value of the damaged inventory. The value of the inventory is defined in a written list placed at the front desk. It is in the interest of a Guest to be informed about its content in the case of destruction or damage of the equipment in a room and as a legal representative s/he is liable also for the damage caused by the persons in the premises of the Hotel and Guest enabled them to stay there.

4.21. In the case of a damage caused to the Hotel's property by a Guest, a Guest is obliged to reimburse the compensation of the occurred damage not later than on the day of end of the stay in the Hotel by settling of accommodation and services or based on an invoice. In the case if a Guest refuses to reimburse the occurred damage, the Hotel is entitled to charge a Guest a contractual penalty amounting to 0.1 % daily from the due amount for each day of the delay. Entitlement of the Hotel for the damages is not prejudiced by reimbursement of the contractual penalty.

## **5. Withdrawal, Cancellation of an Order**

5.1. If a deadline for free contract withdrawal has been agreed between the Hotel and a Guest, a Guest may withdraw from the contract until that time without causing creation of an entitlement of the Hotel to any payments or entitlements to damages of the Hotel. The right of withdrawal of a Guest shall cease to exist if s/he fails to use his/her right to withdrawal against the Hotel in a written form until the agreed deadline.

5.2. Cancellation terms in the case of cancellation of a stay or event by a Guest unless agreed by the parties otherwise are as follows:

a) individual clients: a Guest may cancel the booking free of charge within 72 hours prior to arrival. A Guest pays 100 % of the price of the first night in the case of cancellation of a booking 72 hours prior to arrival.

b) organized groups (weddings, business trainings with more than 10 participants):

Cancellation more than 60 days before an event: free of charge.

Cancellation 60 – 30 days before an event: 15 % of the total price for the ordered services.

Cancellation 30 – 15 days before an event: 25 % of the total price for the ordered services.

Cancellation 15 – 7 days before an event: 50 % of the total price for the ordered services.

Cancellation 7 – 3 days before an event: 75 % of the total price for the ordered services.

Cancellation less than 72 hours – fee amounting to 100 % of the total price of the cancelled services.

5.8. The Hotel is entitled to withdraw from the contract in extraordinary cases:

- Force majeure or other circumstances that the Hotel is not liable for, which make fulfilment of the contract impossible;

- The rooms were booked with providing misleading or incorrect data of essential facts

- Hotel has got justified reason to judge that utilization of the Hotel services by a Guest could endanger smooth operation of service provisioning, safety or reputation of the Hotel in public and society. A Guest is not entitled to any damages in the case of withdrawal from the contract by the Hotel.

## **6. Warranty Claim Procedure**

6.1. Provisions of this article of the GTC have a character of warranty claim procedure (hereinafter referred to as “the Warranty Claim Procedure”) issued on the basis of the Civil Code, Act No. 513/1991 Coll. Commercial Code as later amended (hereinafter referred to as “the Commercial Code”) and Act No. 250/2007 Coll. on Consumer Protection and on change of Act of the Slovak National Council No. 372/1990 Coll. on Delicts as later amended (hereinafter referred to as “Act on Consumer Protection”).

6.2. This Warranty Claim Procedure regulates the process by asserting of a liability for defects of the products and services sold and provided by the hotel services provider and accessory goods (hereinafter referred to as “Provider” or “Seller”) in a respective grammatical format).

6.3. For the purposes of this Warranty Claim Procedure a warranty claim shall be asserting of a liability for defects of a product or service and settling of a warranty claim means end of the warranty claim proceeding by handover of a repaired product, replacement of a product, refund of a purchase price of a product, payment of adequate discount from the price of a product, written call to take over the performance or its justified refusal. Rights from liability for defects shall be ascertained at a provider at whom a thing was purchased or who provided a service.

6.4. By personal takeover of the goods or the provided service a Client – Consumer agrees with the Warranty Claim Procedure and confirms that s/he was made familiar therewith.

6.5. The Hotel – Provider reserves the right of unilateral change and/or adjustment of the Warranty Claim Procedure without a prior notification of a Client.

6.6. Rights and duties of a Consumer and Provider are regulated by the respective legal regulations of the Slovak Republic. A Consumer has got mainly a right for warranty claim of eventual defects of the provided services and defects of the purchased goods including the right of the removal thereof, replacement, supplementing, eventually substitute provisioning of a new service or adequate discount from the agreed price of paid services or goods.

6.7. Subject-matter of a warranty claim: defects of the quality of food and beverages designated for an immediate consumption shall be claimed by a Client at the Provider in the Hotel immediately by ascertaining of a defect, mainly directly at a service employee. If the defects of the food and beverages designated for an immediate consumption are related to the quantity and weight, they must be claimed even prior to start of consumption thereof. A warranty claim of the defects of other goods or services shall be claimed by a Client at the Provider in the Hotel where s/he purchased the goods or service immediately or without undue delay, based on a receipt from electronic cash desk, in the case of goods not later than until the end of the warranty period. Without submitting a receipt on purchase the Provider does not need to acknowledge the warranty claim. Warranty claim of the defects of accommodation may be claimed mainly at the authorized employee of the Hotel's front desk without undue delay. The right to claim the defects in the accommodation shall cease to exist unless it was ascertained within 6 months from provisioning of the service at the latest. By asserting the warranty claim a Client shall submit all the relevant documents on provisioning of the service or acquisition of the goods in which s/he claims a defect.

6.8. Warranty period.

6.8.1. Warranty period is 24 months unless stipulated otherwise in the following articles. If it is not the case of perishable things or used things, Seller – Provider is liable for the defects that occur after a takeover of a thing in the warranty period.

6.8.2. If there is the usage period marked on a sold thing, its packaging or manual attached thereto, the warranty period shall not end prior to lapse of this period. If it is the case of a used thing, Customer and Seller may agree on a shorter warranty period, however not shorter than 12 months. In the case of the things designated to be used for a longer period of time, special regulations define the warranty period longer than 24 months. The warranty period exceeding 24 months may also be related only to some component of a thing.

6.8.3. Rights of liability for defects in the case of perishable things must be assert no later than on the day following after the purchase and in the case of used things not later than within six months after the purchase thereof; otherwise the rights shall cease to exist.

6.9. Lapse of the warranty period:

6.9.1. The warranty period starts to run from the moment of takeover of the goods by a Customer.

6.9.2. Rights of liability for defects of a thing for which a warranty period applies shall cease to exist if they were not asserted in a warranty period.

6.9.3. Rights of liability for defects in the case of perishable things must be asserted not later than on the day following the purchase; otherwise, the rights will cease to exist. If it is the case of a used thing the rights of liability for the defects shall cease to exist if they were not asserted within 24 months from the date of takeover of a used thing by a Customer. A period from asserting of a right of liability for defects until a period when a Customer is obliged to take over a thing after a finish of a repair shall not be calculated into the warranty period. The Seller is obliged to issue a confirmation to a Customer about when s/he asserted the right as well as about realization of repair and period of duration thereof. If there is an exchange/replacement of the goods the warranty period starts to lapse again from the takeover of the new goods. The same applies if there is a replacement of a component for which a warranty had been provided.

6.10. Procedure by settling of a warranty claim.

6.10.1. Boarding services: - Defects of the foods are considered as unremovable. If there is a defect of the food-stuff, food or beverages, a Client is entitled to request their replacement or refund of a paid amount, eventually providing of a discount.

- In the case if correct quality, weight, volume or temperature of the food or beverages is not observed, a Client is entitled to request free-of-charge, proper and immediate removal of a defect.

6.10.2. Accommodation services: - A Client is entitled to request free-of-charge, proper and timely removal of the defects, namely:

a) replacement of defective or supplementing of a small room equipment;  
b) unless the technical defects can be removed in a room allocated to a Client (heating system failure, poor water pressure, lack of hot water, failure in input power etc.) and if the Provider is unable to offer a substitute accommodation to a Client and if a room will be given to a Client despite these defects, a Client is entitled to a discount from basic accommodation price after a mutual bilateral agreement or s/he has got a right to withdraw from the contract before staying overnight and a right for refund of a paid accommodation price.

6.10.3. Wellness services: - A Client is entitled to assert a warranty claim only during drawing of a service. A Client is not entitled to get the refund of the money or discount from the provided service if s/he asserts it after the drawing thereof.

6.10.4. A warranty claim shall be settled by the Director or an employee of the Hotel/Provider authorized by him who is obliged to investigate a warranty claim and decide about the method of settling thereof. If a warranty claim cannot be settled by an agreement, the Director of the Hotel or an employee authorized by him is obliged to write a warranty claim record with a Client. In a record



a Client shall provide exact designation of the provided service or purchased goods, time when a service was provided or goods purchased and description of a defect.

6.10.5. If a Client by asserting of a warranty claim hands over a written document on provisioning of a service or purchase of goods or the goods the defect of which s/he claims to a Hotel's/Provider's employee, this fact must be explicitly stated in a warranty claim record.

6.10.6. The Director of the Hotel or an employee authorized by him shall decide about eligibility of a warranty claim of the defects stated in Article VII (7) of the GTC immediately, in complicated cases not later than within 3 business days. In the case if a specialized scrutiny of a claimed defect is required, the period for settling of a warranty claim is 30 days.

6.10.7. A Client shall receive copy on an entry on warranty claim and method of settling thereof.

6.11. Cooperation of a Client by settling of a warranty claim. A Client is obliged to provide cooperation to the Hotel's/Provider's employee necessary to settle a warranty claim mainly by submitting true information related to the provided service or purchase goods. If a nature of a warranty claim requests it, a Client shall enable access to a premise that was provided to him/her to the Hotel's/Provider's employee to check the eligibility of a warranty claim.

## **7. Final Provisions**

7.1. These (i) General Terms and Conditions, (ii) Accommodation Rules, (iii) Warranty Claim Procedure and (iv) General Conditions are valid and effective from 5 May 2022.

7.2. If individual provisions of these General Terms and Conditions, Accommodation Rules, (iii) Warranty Claim Procedure and (iv) General Conditions were or became ineffective or invalid, it shall not impact the effectiveness of the remaining provisions.

7.3. Changes or amendments of contracts concluded according to these GTC, takeover of a request or changes of business terms require for the effectiveness thereof a written form and shall only be effective if they are accepted by the Hotel in writing and confirmed to a Client. Unilateral changes or amendments executed by a Guest without the Hotel's acceptance are ineffective.

7.4. With his/her signature a Guest confirms consent with administration, processing and storage of his/her personal data for the needs of the company. Providing personal data is voluntary and without consequences, these data may be processed for the marketing purposes of the Hotel within the meaning of Act No. 18/2018 Coll. on Personal Data Protection and on change and amendment of some laws. The consent is given for the indefinite period of time and it can be revoked in writing anytime.

7.5. A Guest is obliged to follow the provisions of these GTC. In the case s/he violates his/her duties or good manners in a gross way, the Hotel is entitled to withdraw from the contract on service

provisioning prior to lapse of the agreed time. With his/her signature a Guest confirms that s/he was made familiar with the GTC, Accommodation Rules, Hotel's Pricelist and Warranty Claim Procedure.