

General Terms and Conditions

HOTEL PARTIZÁN****

Valid as of **01. 01. 2024**

Business name: HOTEL PARTIZÁN PS, s.r.o., Bystrá 108 , 977 01 Bystrá - Tále
Company Identification Number: 47 250 208
VAT No: SK202 394 3636
The Company is registered in the Business Register kept by the District Court Banská Bystrica, Section: Sro, Insert Number 24814/S

Provider: HOTEL PARTIZÁN ****, operation of HOTEL PARTIZÁN PS, s.r.o. – provider of accommodation, catering, congress, sport and wellness services (hereinafter referred to as “the Hotel”) to the customer (guest) for a fee.

1 General conditions

- 1.1 These “General Terms and Conditions” govern the use of accommodation facilities of the Service Provider and the services provided by him.
- 1.2 Special, individually negotiated terms and conditions are not part of the published “General Terms and Conditions”, but the “General Terms and Conditions” do not preclude the conclusion of special contracts and agreements with travel agencies, tour operators or individuals, which will take into account the different and varying conditions corresponding to the case at issue.

2 Booking of services

- 2.1 Booking may be done by the Customer on their own behalf or on behalf of a third party.
- 2.2 The Hotel shall confirm the booking upon receipt of the order made by the Customer (Guest) by the following methods:
 - by telephone
 - in writing
 - electronically
- 2.3 The order must include:
 - name and surname of the Guest or a company name, in case of a company
 - time period during which hotel services will be used
 - contact details: telephone number, guest's address, email contact
 - method of payment for the services, billing details in case of a company
 - the scope and type of services ordered
- 2.4 The Hotel is obliged to process the order within 24 hours or, for group bookings, on the next working day by confirming or rejecting the booking.
- 2.5 On the basis of the order, the Hotel will issue booking confirmation, confirming the scope of services to the Guest in writing or electronically.

3 Pricing and payment terms

- 3.1 Rates provided by the Hotel to the Guest are based on current price lists valid at the time of the provision of services. Unless a specific price has been agreed in the contract, the Customer is obliged to pay the price stated in the Customer's price list valid at the time of the provision of services.
- 3.2 The agreed rates are final and include value added tax. If the period between the booking of the services and their provision exceeds 3 months and the Provider increases the prices for the services ordered, the Provider may unilaterally increase the agreed price, but not by more than 5% of the total price of the agreed services.
- 3.3 The Customer is not entitled to a price reduction if the promotional price was published after booking confirmation.
- 3.4 Discounts and promotions cannot be combined and cumulated.
- 3.5 On the day of departure, the Guest is obliged to pay for all used hotel services and accommodation at the reception desk in cash or by a credit card.
- 3.6 The form of payment must be agreed in advance.

- 3.7 Any arrangements other than those specified in these General Terms and Conditions must be agreed in advance by the company director and confirmed in writing by both parties in a separate Framework Contract.
- 3.8 Guarantee of the booking made by telephone, in person or by email:
The Hotel shall be entitled to request from the Guest an advance payment of **50%** of the price of booked services due 7 days after booking confirmation. Booking becomes binding when the advance payment is paid to the Hotel's account and the receipt of payment is confirmed by the Provider. In case the booking is made **3 days prior to the arrival or later**, the payment card details, that is, payment card number, cardholder's name and validity, are sent as a guarantee of the booking. In case the booking is made 3 days prior to the arrival, the booking is guaranteed by withdrawing 50% of the deposit from the credit card to the Hotel's account.
- 3.9 Guarantee of online booking:
In case the booking is guaranteed by a credit card, the 50% deposit will be withdrawn from the client's credit card on the day the stay was booked. In case the booking is guaranteed via PayPal, the client will pay 50% deposit for the stay through this system on the day of booking.

4 Advance payment for groups and events

- 4.1 The Provider shall issue an advance invoice from the estimated and agreed price for all accommodation, catering and supplementary services as per the order due 7 days from the date of issuance of the advance invoice as follows:
- 80% of the services ordered as booking confirmation
 - 100% for a foreign customer
 - 3 days before the use of the services, a deposit of 80% of the total services ordered must be paid into the account of the Service Provider
- 4.2 The services ordered must be paid for no later than on the day of the arrival.
- 4.3 The order is confirmed by the Provider on the day of crediting the advance payment to the account of the Service Provider held with the banking institution Slovenská sporiteľňa, a. s., IBAN: SK48 0900 0000 0052 1062 9619. The date of services ordered shall be considered booked from the day of receipt of the order from the Customer until the maturity of the advance invoice. Paid advance will be settled in proper tax document (invoice) at the end of the stay. If the Customer fails to pay the advance invoice in due time, the Provider shall be entitled to cancel the booking.
- 4.4 The advance payment can be made as follows:
- in cash or by credit card at the reception desk of the Hotel
 - by a bank transfer to the account held with Slovenská sporiteľňa a.s.: SK48 0900 0000 0052 1062 9619, the variable character shall be the number of the booking
 - online via payment card

5 Cancellation conditions for individual bookings

The Hotel is entitled to charge cancellation fees if the Guest cancels his/her reservation in writing, by phone or electronically within the following time limits:

- 14 to 7 days before the agreed date - 50% of the total amount of the booked services,
- 7 days before the agreed date to the day of arrival - 100% of the total amount of the booked services,
- in the event of an early departure, the Hotel will charge 100% of the confirmed remaining stay,
- Christmas, New Year's Eve and Easter stays are subject to 100% cancellation fee on bookings cancelled 21 days or less prior to the confirmed arrival.

6 Cancellation conditions for group bookings

- 6.1 All order cancellations must be made in writing and must be clearly dated. The Service Provider shall charge the following fees for order cancellation in case of partial or full cancellation of the services by the Customer.
Booked capacity of more than 30 rooms:
- 45 to 30 days prior to the beginning of the stay - 60% cancellation fee from confirmed services
- 29 to 10 days prior to the beginning of the stay - 80% cancellation fee from confirmed services
- 9 days to 1 day prior to the beginning the stay - 100% cancellation fee from confirmed services
- 6.2 In case of an early departure or if the services ordered have not been used, the Customer shall pay full price for all ordered Services (including those which have not been used), except where the early departure or the non-use of services was caused by the Service Provider's failure to provide those services.

6.3 The Customer and the Service Provider shall agree on the dates when the required accommodation capacity shall be specified and when it may be unilaterally reduced by the Service Provider or the Customer.

6.4 **Deposit refund conditions**

In the case of cancellation of the stay in accordance with the valid cancellation conditions, the deposit will be returned within 60 days from the confirmation of the cancellation of the stay by the hotel.

7 Accommodation conditions

7.1 The Hotel can only accommodate guests who are registered for accommodation. For this purpose, the Guest must present his/her ID card or valid passport. The Guest shall check and sign the registration card, which he/she gives to the receptionist upon check-in. Check-in is after 2.00 pm.

7.2 At the check-in, the Guest guarantees to pay for all booked services (based on the number of nights) with the pre-authorization from his/her payment card or by payment in cash. If the guest refuses to guarantee the payment of booked services, unfortunately, the Hotel cannot accommodate him/her. For services to be charged to the room account, the Guest shall be obligated to present the hotel card and sign the bill. The Guest will settle the final bill at the reception desk at the end of his/her stay.

7.3 Reception desk employees are entitled to request a partial payment of the Guest's bill whenever the balance of the services used by the Guest exceeds EUR 500. For the sake of the next stay, we recommend our guests to pay the amount for the used services.

7.4 The room is reserved for the Guest until 6.00 pm, unless otherwise stated in the booking.

7.5 Booked rooms to which the Guest has not moved by 6.00 pm on the day of the arrival may be transferred by the Provider to another Guest. This does not apply if a later arrival time has been expressly agreed.

7.6 In special cases, the Hotel may offer the Guest accommodation other than the original accommodation, as long as it does not differ substantially from the confirmed order.

7.7 In case of an early check-in before 6:00 am, the Hotel charges 100 % of the standard room rate.

7.8 Unless agreed otherwise, each guest is obligated to vacate the room no later than 10:00 am. The Hotel reserves the right to charge 50% of the room rate for the check-out between 10:00 am and 16:00 pm. After 16:00 pm, the Hotel may charge full room rate. Guests are obligated to return the hotel room card at the front desk together with the mini-bar consumption ticket. In case of the loss of the hotel room card, the Provider is entitled to charge the Guest EUR 5 per card.

7.9 If the Guest requests an extension of his/her stay, he/she may be offered a different hotel room than the one he/she originally stayed in.

7.10 Guests, who check-out earlier than the date of departure indicated on the hotel card, will be charged full room rate for the following cancelled day.

7.11 In the rooms and social areas of the Hotel, it is not allowed: reorganize the furniture, use own electric appliances (apart from electric razor and blow dryer), bring to the room and social areas of the Hotel any sport equipment and items which have specific storage place elsewhere.

7.12 The Guest is obliged to observe night-time rest between 10:00 pm and 07:00 am.

7.13 For safety reasons, it is not allowed to leave children in the hotel room without adult supervision.

7.14 Children under the age of 6 are only allowed in the Hotel's social areas when accompanied by an adult.

7.15 Children up to 15 years of age can use the Family saunas in the Nature Wellness Center during opening hours. Children under 15 years of age are not allowed in the Vital & Sauna area of the Nature Wellness Center.

7.16 Children up to 15 years of age can use the Limbus entertainment centre until 9.00 pm.

7.17 Upon check-in, guests are obliged to inspect the room and report any shortcomings, defects or reservations to the hotel staff immediately. The Guest is also obliged to do the same if he/she finds any damage to the room or its inventory.

7.18 After the end of the stay, the Guest is obliged to hand over the room with all equipment intact (the inventory can be found in the room's closet). If the Hotel discovers damage to the room or its inventory after the Guest has handed it over, the Guest is obliged to compensate for the damage.

7.19 The Guest shall be fully liable for any damage to the Hotel's property caused by him/her.

7.20 The entire premises of the Hotel are non-smoking. The Hotel reserves the right to cancel the stay of the guests who fail to observe this rule.

7.21 For hygiene and safety reasons, we do not accept pets in the hotel's premises. Thank you for your understanding.

7.22 Found items are only sent upon request and are stored at the hotel for 14 days after being found. After this period, the hotel is entitled to dispose of the found items.

8 Organised events

- 8.1 An event is a social activity attended by a large number of people and involving the provision of several types of services (in particular, accommodation, catering, wellness and congress services). Unless otherwise agreed, the Customer (the person ordering the event) is the organiser of the event.
- 8.2 If the number of participants in the event varies by more than 5 %, the Provider is entitled to change the price for the services and, where applicable, to change the confirmed rooms. However, the pre-agreed standard and technical equipment of the rooms must be maintained.
- 8.3 The Customer shall not have legal entitlement to an increase in the scope of the agreed services. If the Customer requests an increase in the scope of the agreed services, the Provider shall provide the Customer with an increase in the scope of the services according to their decision after assessing the capacity of the Hotel.
- 8.4 For events lasting longer than until 02.00 am, the Provider is entitled to demand from the Customer from 02.00 am onwards the payment of a service surcharge based on the services or goods provided, unless the agreed remuneration already takes into account a duration longer than until 02.00 am.
- 8.5 As a matter of principle, the Customer is not entitled to bring food or beverages to events. Exceptions require prior written agreement by the Provider. In such cases, the Provider is entitled to require from the Customer to pay an additional service charge.
- 8.6 The Customer shall be liable for payment of any additional food and beverages ordered by attendees of the Customer's event.
- 8.7 During the event, the Customer shall not infringe the copyrights of third parties, in particular, the Customer shall fulfil all obligations under the legislation governing the use of copyright works valid and effective in the Slovak Republic in respect of copyright protection organisations and other third parties who hold the relevant copyrights. The Customer shall be fully liable for any infringement of intellectual property rights.
- 8.8 The Customer shall notify the Provider without being asked if the event is liable to disturb public order and restrict or endanger the operation of the Hotel, the interests and reputation of the Provider, the Hotel or the Hotel's guests. The Provider shall be entitled to take measures to prevent such a situation and the Customer shall be obliged to tolerate them.
- 8.9 Any advertisements in the print and electronic media, commercials, advertising campaigns and announcements promoting events to the general public, in particular, information about the holding of political, religious and commercial events, which indicate a relationship with the Hotel or the Provider require prior written consent of the Provider.
- 8.10 If the Provider procures technical and other equipment from third parties for the Customer at the Customer's initiative, the Provider shall act in the name, on behalf of, and with the full authority of the Customer. The rights and obligations towards these third parties in respect of such equipment shall arise directly to the Customer.
- 8.11 The use of own electrical equipment of the Customer when using the Hotel's electrical or other wiring shall require prior written consent of the Provider's company. The Provider reserves the right to charge separately for such machinery and equipment which add to the cost of the supply of media or the operation of the Hotel. If the use of such equipment causes faults or damage to the technical installations of the Hotel, the Customer shall be liable to pay the Provider for the cost of restoring them to their original condition. The Provider reserves the right to inspect this equipment through its employees or third parties and to take measures to prevent such a situation, and the Customer shall be obliged to tolerate such measures.
- 8.12 The Customer shall be responsible for safe technical condition of the equipment used during the time of the use of the Hotel premises. The Customer undertakes that only machines, devices and equipment (appliances) which have been certified or proven to be in conformity with the legislation effective in the Slovak Republic which applies to them will be used in the premises, whether directly by the Customer or by the individual participants of the event.
- 8.13 The decorative material and objects brought must comply with legal fire requirements. The Provider shall be entitled to request that the Customer provides the opinion of the competent public administration authorities as to whether the items at issue comply with the conditions required by the legislation effective in the Slovak Republic governing fire safety. In order to prevent possible damage, the Customer is obliged to arrange their installation and location with the Provider in advance.
- 8.14 The exhibition and other objects brought in must be removed by the Customer immediately after the event. In case of failing to do so, the Provider shall be entitled to charge a rental fee for the duration of the objects' stay in the Hotel. The Provider shall also be entitled to remove and store these items at the expense of the Customer without concluding a storage or safekeeping contract. The Customer shall be liable to pay the Provider the storage charges and damage caused by the accumulation of the abandoned items. This is without prejudice to the obligation to compensate for damages.

- 8.15 The Customer is obliged to use the leased premises of the Hotel to the extent appropriate to their nature in a reasonable and proper manner in accordance with the purpose of the lease and to hand them over to the Provider in the condition in which he took them over, taking into account normal wear and tear. If damage to the premises is found after the event which was not pointed out by the Customer in advance or when taking over the premises, the damage shall be deemed to have occurred during the Customer's event and the Customer shall be liable for such damage.
- 8.16 The Customer undertakes to observe and fulfil all obligations arising from the regulations on occupational health and safety, property protection and fire protection (in particular arising from Act No. 124/2006 Coll. on Occupational Health and Safety, Act No. 314/2001 Coll. on Fire Protection and Act No. 121/2002 Coll. on Fire Prevention), which apply to the venue of the event, to the event and to the activities of the Customer carried out at this venue.
- 8.17 The Customer undertakes to observe and fulfil all obligations arising from the environmental protection regulations (in particular Act No. 17/1992 Coll. on Environmental Protection, as amended; Act No. 364/2004 Coll. on Water, as amended; Act No. 478/2002 Coll. on Air Protection, as amended) which apply to the venue of the event, the event and the activities of the Customer carried out at the venue.
- 8.18 The Customer assumes full responsibility for its own management of the progress of the works, for the safety and health protection of their own employees and other persons invited by the Customer to the venue for the duration of the event, for fire safety, and for monitoring and complying with occupational health and safety regulations, fire safety legislation and environmental protection legislation, and for the fulfilment of the obligations arising therefrom. In case that the venue is a joint workplace, the Customer shall create and secure conditions for ensuring the health and safety of employees and fire protection at the venue to the full extent.
- 8.19 The Customer shall not be entitled to make any alterations to the Hotel's premises without prior written consent of the Provider.
- 8.20 The Customer shall be fully liable for any damage to and loss of the internal equipment which is part of the leased premises and other common areas.
- 8.21 The Customer is obliged to protect the leased premises of the Hotel, the Hotel itself and the property located therein from damage or destruction. In the event of imminent damage, the Customer undertakes to take action to avert such damage in a manner appropriate to the circumstances of the threat.
- 8.22 The Customer shall be responsible for taking all reasonable and necessary measures to maintain the safety and health of persons on the leased premises during the event, as well as for taking measures to protect the property on the leased premises.
- 8.23 The Customer shall be entitled to display signs and boards indicating logos, names and type of activities related to the event or the person of the event on the premises of the Hotel only with prior written consent of the Provider. The content, design and condition of such signs and boards must not give the public an unfavourable impression, infringe the copyrights of third parties and must comply with the legislation effective in the Slovak Republic. The Customer shall be obliged to remove such signs and boards as well as any pollution of the areas after the event without delay after the event has ended.
- 8.24 If the Customer leaves the premises dirty after the event or leaves on the premises imported waste (boxes, bags, decorations, etc.), the Customer shall be obliged to pay the Provider a fee of at least EUR 200 for cleaning of each space used, or the price may be increased according to the extent of the pollution.

9 Liability for Damage

- 9.1 In case of breach of obligation arising from the contractual relationship, the contracting party shall be required to compensate the other party, unless the party proves that the breach of obligation was caused by circumstances excluding responsibility.
- 9.2 The Customer shall be fully responsible for damage caused by the depreciation, damage or destruction of the equipment and property of the Provider by persons participating on the event ordered by the Customer.
- 9.3 The Hotel shall be responsible for items brought inside the Hotel by the guests and damage caused on items stored at the place designated for that purpose (skis in the ski room, bicycles in the storage room). Each hotel room is equipped with an electronic safe. The Hotel shall be responsible for money and personal valuables only if it has been in its custody and up to the amount stipulated by the Civil Code.
- 9.4 The Hotel shall not be liable for injuries that occurred during the events and programmes organized by the Customer, unless the Hotel acted grossly negligently or intentionally.

10 Other penalties and fines

- 10.1 In case of a false alarm being raised due to a failure to comply with fire safety measures such as
- no smoking in the Hotel premises
 - activation of the smoke screen at events
 - use of open flames in the Hotel premises,
- a charge of up to EUR 2000 may be levied by the Service Provider

11 Withdrawal by the Provider

- 11.1 The Provider shall be entitled to withdraw from the agreed contract or the concluded booking and from the provision of services at any time by sending or personally delivering a written notice of withdrawal (by letter or by e-mail in the case of e-mail communication) to the Customer in the following cases:
- a) those referred to in the Commercial Code
 - b) if the Provider cannot provide the agreed services due to a case of force majeure (force majeure means an obstacle which has arisen independently of the Provider's will and prevents the Provider from fulfilling his obligations, unless it can be reasonably assumed that the Provider could have avoided this obstacle or its consequences or that he could have foreseen it at the time when the obligation arose)
 - c) if the Customer is in default of the payment under any contract concluded with the Provider or of the payment of any invoice issued by the Provider
 - d) if the provision of the agreed services to the Customer is jeopardised or impairs the reputation of the Provider or interferes with or endangers the proper operation or safety of the Hotel
- 11.2 Withdrawal from the contract terminates all rights and obligations of the contracting parties under the concluded contract, except for claims for damages and claims for contractual penalties.

12 Protection of personal data

HOTEL PARTIZÁN PS, s.r.o. Bystrá 108, 977 01 Bystrá, Company Identification Number: 47 250 208, as the Operator, provides for the purposes of adhering to the fairness and transparency in relation to data subjects the following notice on the processing of personal data pursuant to Articles 13 and 14 of the regulation 2016/679 of the European Parliament and of the Council (EU) of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (hereinafter referred to as the Regulation) and pursuant to Article 19 and 20 of Act of the National Council of the Slovak Republic No. 18/2018 Coll. on the protection of personal data as amended

Personal data are processed in the course of activities relating to keeping records of hotel services, hotel guests, room bookings, keeping records of personal data in the hotel system in the guests bank and keeping records of foreign guests. The Operator processes your personal data in the scope: name, surname, title, residence, ID card number, date of birth, contact data, payment method for used services; in case of a company: invoicing information, scope and type of ordered services, name, surname, title, residence, ID card number, date of birth of accommodated guests; name, surname, title, date and place of birth of foreign national, citizenship, permanent residence in the home country, purpose of the journey to the Slovak Republic, passport number, visa: type, number, validity, name and address of the accommodation facility in the Slovak Republic, fellow travelling children, length of stay in the Slovak Republic. Processing of personal data is necessary for compliance with a legal obligation pursuant to Act No. 40/1964 Coll. Civil Code, Act No. 595/2003 Coll. on Income Tax, Act No. 582/2004 Coll. on Local Taxes and Local Fee for Municipal Waste and Minor Construction Waste, as amended, Act No. 222/2004 Coll. on Value Added Tax, Act No. 404/2011 on the Stay of Foreign Nationals and on the Amendments to Certain Acts, Act No. 431/2002 Coll. on Accounting, Act No. 496/2008 Coll. full wording in Act No. 253/1998 Coll. on the Reporting of Residence of the Slovak Republic Citizens and on the Register of the Slovak Republic Inhabitants as amended. Personal data may be to the extent necessary made available or otherwise disclosed to entities which, pursuant to a special regulation, have the power to decide on the rights and obligations of natural persons (e.g. courts). Personal data are not transferred to third countries. Time limits for the deletion of personal data: 10 years, except when it is necessary to preserve certain data (invoicing data) for the period of 10 years due to compliance with tax and accounting regulations. Automated decision-making and profiling shall not be carried out.

Camera system - at your visit we will inform you that the premises are monitored by a camera recording system due to our legitimate interest to protect the property of our company and of other persons and, if applicable, as evidence in the event of any incident. Camera records are preserved for 15 days.

Personal data processed based on the consent of the data subject.

Personal data are processed if the data subject expressed consent with the processing of their data for a specific purpose. Personal data are processed for the duration of the consent or for the period for which the data subject has given its consent. The data subject has the right to withdraw consent with the processing of personal data concerning him / her at any time. Revocation of consent does not affect the legality of the processing of personal data based on the consent given prior to its withdrawal; prior to granting consent, the data subject must be informed of this fact. The data subject may withdraw the consent in the same way as it was granted. The data subjects whose personal data are processed may exercise the following rights: Right to request access to their personal data - Right to rectification of personal data - Right to the deletion of personal data - Right to limit the processing of personal data - Right to object to the processing of personal data - Right to transfer their personal data - Right to file a complaint with the supervisory authority, The Office for Personal Data Protection of the Slovak Republic

The rights of the data subjects are specified in Articles 15 to 21 of the Regulation. The data subject shall exercise those rights in accordance with the Regulation and other relevant legislation. The data subject may exercise his / her rights against the Operator by means of a written request or by electronic means. If the data subject requests the provision of oral information, such information may be provided after the data subject has proved his / her identity.

HOTEL PARTIZÁN PS, s.r.o. Bystrá 108, 977 01 Bystrá, Company Identification Number: 47 250 208 has taken all reasonable personnel, organizational and technical measures to maximize the protection of your personal data in order to minimize the risk of their misuse. Under the obligation arising from Article 34 of the Regulation, we notify you, as the data subjects, that if a situation occurs that, we, as the Operator, violate the protection of your personal data in a way that is likely to lead to a high risk to the rights and freedoms of natural persons, we will inform you of this fact without undue delay.

When exercising your rights, please contact us at the following address: zo@eurotrading.sk

In addition, you shall have the right to file a complaint with the supervisory authority, i.e. The Office for Personal Data Protection of the Slovak Republic. You may contact the Office in writing at the address: Hraničná 12, 820 07 Bratislava 27, Slovak Republic or at the e-mail address: statny.dozor@pdp.gov.sk, by fax on: +421 2 3231 3234 or by phone on: +421232313214

13 Final Provisions

- 13.1 In matters not covered by these General Terms and Conditions or by individual contracts or agreements between the Provider and the Customer, the contractual relationship shall be governed by the relevant provisions of the Commercial Code, unless otherwise provided for in the relevant legislation. In the event of a conflict between the arrangements set out in a separate contract or agreement and these General Terms and Conditions, what is stated in the contract or agreement shall prevail.
- 13.2 The parties undertake to resolve any disputes arising out of the contractual relationship preferably amicably. Should an out-of-court settlement not be possible, both the Provider and the Customer acknowledge that any disputes that may arise between them shall be governed by the law of the Slovak Republic under Slovak law and in the competent courts of the Slovak Republic.
- 13.3 Should individual provisions of these General Terms and Conditions become ineffective or invalid, the validity and effectiveness of the remaining provisions shall not be affected.
- 13.4 These General Terms and Conditions shall enter into force and effect on 01.01.2024.

Bystrá, 01.01.2024