

General Terms and Conditions  
Partizán\*\*\*\* Hotel, Bystrá 108 – Tále, 977 65 Brezno  
Valid since **April 1<sup>st</sup>, 2017**

**Company name:** PARTIZÁN HOTEL, s.r.o., Bystrá 108 – Tále, 977 65 Brezno  
TIN: 36045543, TIN VAT: SK2020084671 registered at the Commercial Register of the District Court Banská Bystrica, Sro Section, File No. 6823/S

**Contracting parties**

**Supplier/Provider:** Partizán\*\*\*\* Hotel, operation office HOTEL PARTIZÁN, s.r.o. – provider of accommodation, catering, conference, sports and wellness services (hereinafter referred to as “hotel”) to the customer (guest) for a fee.

**Customer/Client/Guest:** Customer of services - natural or legal person with whom the supplier enters into a contract (agreement), with providing the services in Partizán\*\*\*\* Hotel as the main subject.

**1 Terms and Conditions**

- 1.1 These “Terms and Conditions” shall govern the use of accommodation provided by the supplier of services and other customer-related services.
- 1.2 Special, individually negotiated terms are not included in these General Terms and Conditions; however, the “Terms and Conditions” shall not preclude conclusion of individual contracts and agreements with travel agencies, tour organisers, or with individual persons that will take into consideration different conditions regarding the particular case.

**2 Booking**

- 2.1 Reservation (booking) can be made by the customer on their behalf or for the benefit of a third party.
- 2.2 The reservation can be confirmed by the hotel for the customer (guest) after receiving the order:
  - by phone,
  - in writing,
  - electronically.
- 2.3 The order must include:
  - guest’s / company name (if contracted by a company),
  - arrival and departure dates in the hotel,
  - contact information: phone number, the address of the guest, E-mail address,
  - the method of payment for services or billing information of the company (if contracted by a company),
  - scope and type of the contracted services.
- 2.4 The hotel is required to process the booking within 24 hours or in the case of a group booking on the next working day. The hotel can either confirm or reject the reservation.
- 2.5 Based on the booking, the hotel will issue its written or electronic confirmation including specification of the range of services.

**3 Price and payment**

- 3.1 The hotel will provide the guest with prices based on the current price list valid at the time of the service provision. If the contract does not state a special price, the customer is obliged to pay the price given in the price list valid at the time of the service provision.
- 3.2 The agreed prices are final and include value added tax. If the period between reservation and the services provision exceeds three months, and the supplier will increase prices for contracted services, the supplier may unilaterally increase the pre-agreed price by a maximum of 5% of the total price.
- 3.3 If a special offer for the accommodation is announced after confirmation of the booking, the client is not entitled to any price reduction.
- 3.4 Discounts and special offers cannot be combined and cumulated.
- 3.5 On the departure day, the guest is obliged to pay all used hotel services and lodging at the reception desk in cash or by a credit card.
- 3.6 A form of the payment must be agreed in advance.

- 3.7 Any arrangements and their scope that differ from those specified in General Terms and Conditions must be pre-approved by the director of the company and both parties, and must be confirmed in writing in the form of a separate Framework Agreement.
- 3.8 Guarantee of booking done by phone, personally or by e-mail:  
The hotel is obliged to ask the guest for an advance payment of **50%** of the contracted services payable within seven days of the booking confirmation. The reservation becomes binding at the moment when the advance payment is paid on account of the hotel, and a receipt is issued by the supplier. When services are booked **three days before arrival**, the booking is guaranteed by data on the credit card - credit card number, the name of the card holder and its validity. When services are booked three days before arrival, the booking is guaranteed by deduction of an advance payment of 50% of the price from a credit card to the hotel account.
- 3.9 On-line booking guarantee:  
When the booking is guaranteed by a credit card, the hotel will deduce an advance payment of 50% from the client's credit card on the booking day. When the booking is guaranteed by the Pay Pal, the client will pay an advance payment of 50% for the stay via this system on the booking day.

#### **4 Advance payments for groups and events**

- 4.1 The supplier shall issue an advance invoice for the expected and pre-agreed price for all accommodation, catering and additional services according to the order. It shall be payable within seven days of the issue date of the advance invoice, and will be as follows:
- 30% of the contracted services as a booking confirmation,
  - Three days before the arrival, an advance payment of 100% of the total contracted services must be paid on the supplier's account.
- 4.2 The contracted services must be paid no later than on the day of arrival.
- 4.3 The booking will be confirmed by the supplier on the day of crediting the advance payment to the account of the supplier held in Slovenská sporiteľňa, a. s., Account No.: SK14 0900 000 000 0302 290 648. In the period between the booking confirmation by the supplier and the due date of the advance invoice, the dates of services are considered reserved. The paid advance payment will be included in the regular tax document (invoice) issued after the stay. If the customer does not properly and on time pay the advance invoice, the supplier is entitled to cancel the booking.
- 4.4 Advance payments can be realised as follows:
- in cash or by a credit card at the hotel reception,
  - by bank transfer: Slovenská sporiteľňa, a. s., Account No.: SK14 0900 000 000 0302 290 648, for the variable symbol use the booking number,
  - by on-line PayPal system.

#### **5 Cancellation Policy for individual bookings**

If guest cancels their booking in writing, by phone or electronically, the hotel is entitled to demand the following cancellation fees:

- 50% of the total reserved services when cancelled 14-7 days before the arrival date,
- 100% of the total reserved services when cancelled less than seven days to the arrival date,
- 100% of price for the confirmed remaining stay in case of an early departure from the hotel,
- 100% of the cancellation fee when cancelled less than 21 days prior to the confirmed arrival date on Christmas, New Year and Easter holidays.

#### **6 Cancellation Policy for group bookings**

- 6.1 All booking cancellations must be in writing and must be demonstrably and clearly dated. The following contractual penalties for partial or full booking cancellations may be charged by the service supplier when a booking is cancelled by the customer.  
The reserved capacity of more than 30 rooms:
- 45-30 days before the arrival date: the cancellation fee is 60% of the reserved services,
  - 29-10 days before the arrival date: the cancellation fee is 80% of the reserved services,
  - 9-1 day before the arrival date: the cancellation fee is 100% of the reserved services.
- Leeway:
- |                                  |  |
|----------------------------------|--|
| 1 room without cancellation fee  | when less than 30 rooms were reserved, |
| 2 rooms without cancellation fee | when 31-50 rooms were reserved,        |
| 3 rooms without cancellation fee | when 51-70 rooms were reserved,        |
| 4 rooms without cancellation fee | when 71 and more rooms were reserved.  |

- 6.2 In the case of an early departure or unused reserved services, the customer will pay the full price of all ordered (and not used) services to the supplier except for cases when the provider failed to provide the services, and this resulted in the early departure or unused services.
- 6.3 Contractual penalty shall not be charged when the service cannot be partially or entirely used due to force majeure (vis major). In such case, however, the client must supply relevant evidence to the service supplier.
- 6.4 The customer and the service supplier have agreed on terms when the required accommodation capacity should be specified and when the service supplier or the customer can unilaterally reduce it.

## **7 Accommodation conditions**

- 7.1 Only guest who is registered for lodging can be accommodated in the hotel. The guest must present their ID card or valid passport, check and sign a registration card, which will be passed during registration to reception staff. The check-in starts at 2 pm.
- 7.2 At the check-in, the guest guarantees payment for the reserved services (according to the number of nights) by pre-authorisation of a credit card payment or by payment in cash. If the guest refuses to guarantee the reserved service, the hotel is entitled not to accommodate them. When using services on a room account, the guest is required to provide the hotel card and sign the bill. The guest will pay the final bill at the reception desk at the end of the stay.
- 7.3 Reception staff is entitled to ask the guest for partial reimbursement of their account whenever the balance of the services used by the guest exceeds 500 EUR. To prolong the hotel stay, we kindly ask our clients to pay the amount for the used services.
- 7.4 The room is reserved for the guest until 6 pm unless otherwise specified in the order.
- 7.5 If the client does not check-in until 6 pm on the arrival date, the supplier may provide the reserved rooms to another guest. This provision is not valid if later arrival time was explicitly pre-agreed in the order.
- 7.6 In specific cases, the hotel may offer to the guest other accommodation than the original if it does not substantially differ from the confirmed order.
- 7.7 Guests who check-in before 6 am will pay the price of the whole night stay.
- 7.8 If not otherwise agreed, the accommodation will terminate on the departure date at 11 am. If the guest does not leave their room until 4 pm, the hotel has the right to charge an amount equal to 50% of the room price. After 4 pm, the hotel may charge the full price of the room. The guest is obliged to deliver the hotel room card at the reception desk, along with the drinking ticket regarding the minibar. If the guest loses their hotel room card, the supplier is entitled to charge them with the amount of 5 EUR per card.
- 7.9 When a guest wants to prolong their stay, they may be offered another hotel room than the one in which they were originally accommodated.
- 7.10 In the case of an early termination of the stay than the departure day indicated on the hotel's card, the guest is obliged to pay the price for the room for the next cancelled day.
- 7.11 It is not allowed to make any changes on devices placed in hotel rooms and in common areas of the hotel, use personal electrical appliances (except for shavers and hair dryers), and take sports equipment and other items that should be stored in other parts of the hotel into rooms and public spaces of the hotel.
- 7.12 The guests are obliged to observe the quiet hours between 10 pm to 7 am.
- 7.13 For security reasons, it is prohibited to leave children without adult supervision in the hotel room.
- 7.14 Children under six years can move around the common areas of the hotel only when accompanied by adults.
- 7.15 Children under 15 years may use the services of Family saunas in the Nature Wellness Center during the opening hours. Children under 15 years are not permitted in the Vital & Sauna part of the Nature Wellness Center.
- 7.16 Children under 15 years may use the services of the Limbus entertainment centre until 9 pm.
- 7.17 When moving in the room, the guest is obliged to examine it properly, and any possible defects or complaints immediately report to the employees of the hotel. The same should be applied if the guest finds any damages to the room or its equipment during their stay.
- 7.18 After the stay, the guest is obligated to pass the room with all the equipment intact (the inventory list is in the closet). If the hotel finds the room or its equipment damaged after the guest check-outs, the guest is obliged to compensate the damage.
- 7.19 The guest is fully responsible for any damages caused to the property of the hotel.
- 7.20 All rooms are non-smoking. If the guest does not comply with the above-stated rule, the hotel is entitled to cancel the stay.
- 7.21 For hygiene and safety reasons, the hotel does not permit pets on its premises. We thank you for your understanding.
- 7.22 Found things are sent back only on request, and they are stored in the hotel for 14 days from their discovery. After this period, the hotel is entitled to dispose of the found things.

## **8 Organised events**

- 8.1 Event means a social activity (event), which involves the participation of a large number of people combined with the provision of multiple types of services (in particular accommodation, catering, wellness and congress services). Unless otherwise agreed, CLIENT (an entity ordering the event) equals ORGANISER.
- 8.2 The Provider may change the price of the services and/or the confirmed space if the difference between the agreed and actual number of participants in the event exceeds 5%. The standard and technical equipment agreed in advance must remain unchanged.
- 8.3 The Client is not entitled to the extension of the agreed scope of services. In the case of the Client's request to extend the scope of the agreed services the Provider shall extend the scope at its own discretion taking into account the hotel's room capacities.
- 8.4 Long events ending after 2 a.m. may be subject to a surcharge imposed by the Provider for services or goods actually provided unless the original agreement reflects such an extension.
- 8.5 It is prohibited for the Client to bring his own food or beverages to the event/s. Exceptions must be approved in writing by the Provider prior to the event. In such cases the Provider may impose a surcharge for services rendered.
- 8.6 The Client shall be liable for the payment of additionally ordered food (dishes) and beverages for the participants.
- 8.7 During the event, the Client shall not infringe any third party's copyright. Specifically, the Client shall abide by all relevant copyright laws and regulations valid and effective in the Slovak Republic toward all organisations and third parties. The Client shall be fully liable for the infringement of intellectual property rights.
- 8.8 The Client shall have the duty to promptly notify the Provider if the event is likely to disturb public order and limit or jeopardise the operation of the hotel, the interests and the image of the Provider, the hotel or its guests. The Provider is entitled to take measures to prevent such a situation, and the Client is obliged to allow them.
- 8.9 Any advertising in the media (both printed and electronic), commercials and promotional campaigns and announcements promoting event/s for the general public, in particular information about the organisation of political, religious and commercial events, associated with the hotel or the Provider shall require the prior written consent from the Provider.
- 8.10 Any technical or other tools and equipment from a third party ordered by the Provider upon the Client's request shall be delivered in the name, on behalf and at the cost of the Client. The rights and duties toward a third party shall belong to the Client.
- 8.11 The Use of the Client's own electrical equipment (while using electrical wiring or other cable distribution in the hotel) requires the prior written consent from the Provider. The Provider reserves the right to charge special fee for machines and devices increasing the costs of the delivery of media or the operation of the hotel. If the use of these devices causes defect or damage to the hotel facilities the Client shall compensate the Provider by paying the repair costs. The Provider reserves the right to engage its employees or third parties to conduct inspection of these facilities and take measures to prevent the described situation. In return, the Client shall allow such measures.
- 8.12 The Client is responsible for safe technical condition of the equipment/facilities used while using the hotel premises. The Client shall make sure that all machines, devices and tools (electrical appliances) used in the hotel premises by the participants or third parties shall be certified under and/or compliant with all relevant laws and regulations valid and effective in the Slovak Republic.
- 8.13 All decorations and objects brought into the hotel must meet all fire safety laws and regulations. The Provider may ask the Client for evidence from competent governmental authorities showing the compliance with the relevant fire safety laws and regulations valid and effective in the Slovak Republic. In order to prevent the potential damage the Client shall agree with the Provider in advance on the installation and placement of the objects.
- 8.14 Once the event is over, all decorations and other objects must be immediately removed by the Client. If not, the Provider shall have the right to charge rent for the duration of keeping the objects at the hotel. At the same time, the Provider may remove and deposit the objects at the Client's cost without having to sign an agreement. The Client shall compensate the Provider for the cost of depositing the objects and the damage caused by the accumulation of the objects. Nevertheless, this shall not affect the Client's duty to compensate the Provider for damage as such.
- 8.15 The Client shall use the hotel space reserved for the event in an appropriate manner and extent, corresponding with the nature of the space. The condition of the space after the event must be identical with that found prior to the event with respect to usual wear and tear. In the case of some damage detected after the end of the event (not reported by the Client during the event) the damage shall be attributed to the responsibility of the Client.
- 8.16 The Client agrees to fulfil, during the event at the hotel, all duties arising from the legislation about occupational safety and health, protection of property (assets) and fire safety (in particular Act 124/2006 of Coll. on Occupational Safety and Health, Act 314/2001 of Coll. on Fire Protection and the Regulation of the Ministry of the Interior of the Slovak Republic no. 121/2002 on Fire Prevention), related to the place of event, the actual event and activities undertaken by the Client in the place of event.



- 8.17 The Client agrees to fulfil, during the event at the hotel, all duties arising from the legislation about the protection of environment (in particular Act no. 17/1992 of Coll. on Environmental Protection, as amended, Act no. 364/2004 of Coll. on Water, as amended, Act no. 478/2002 of Coll. on Clean Air, as amended, related to the place of event, the actual event and all activities undertaken by the Client in the place of event.
- 8.18 The Client shall be fully liable for its controlled work procedures, for the safety and protection of health of its workers and other people invited to the place of event during the event, for fire safety and observation and protection of the occupational safety and health regulations, all legal rules of fire safety and environment protection and the fulfilment of duties arising therefrom. In the case the place of event is a shared workplace the Client shall create all adequate conditions to ensure occupational safety and health and fire safety for the employees in the place of event.
- 8.19 It is prohibited for the Client to make any changes to the hotel premises (facilities) without the prior written consent from the Provider.
- 8.20 The Client shall be fully liable for any damage to the interior belonging to the rented space and other used shared space.
- 8.21 The Client shall have the duty to protect the rented hotel space, the hotel and the assets placed inside the hotel from damage or destruction. In the case of imminent threat the Client agrees to adequately intervene to avert the threat.
- 8.22 The Client is responsible for the observation of all appropriate and needed measures to ensure the occupational safety and health for all people present in the rented space during the event including measures for the protection of property (assets) located in the rented space.
- 8.23 The Client may display in the hotel premises information signs and boards with logos, names, types of activities and person/s related to the event solely after the prior written consent from the Provider. The content, graphical design and condition of the information signs must not infringe third party's copyright and must comply with the laws and regulations valid and effective in the Slovak Republic. Once the event is over, the information signs and boards and all dirty areas left after the event must be removed by the Client.
- 8.24 In the case the Client returns the space dirty or untidy (boxes, bags, decoration etc. left in the premises) the Provider may impose minimum charge of EUR 200 for the cleaning up of each used space. Depending on the actual state, the cleaning of excessive mess may result in the increasing of the charge.

## **9 Liability**

- 9.1 In the case of breach of the contractual relationship, contracting party is required to pay for any damages caused by the other party unless it is proved that the breach was caused by circumstances excluding liability.
- 9.2 The client (customer) is fully responsible for any damages caused by deterioration, damage or destruction of equipment and property of the services supplier caused by persons involved in event ordered by the customer.
- 9.3 The hotel is responsible for things brought to the hotel by guests and for any damages to things that were stored at the place designated for that purpose (skis in the ski-room, bikes in the room intended for their safekeeping, etc.). Each hotel room is equipped with an electronic safe. The hotel is responsible for money and valuables only if they were taken into its custody and up to the extent under the provisions of the Civil Code.
- 9.4 The hotel is not liable for injuries incurred in events and programs of any kind unless the hotel acted grossly negligently or with intent.

## **10 Other penalties and fines**

- 10.1 If a false alarm is launched due to failure to comply with fire safety measures such as:
- a ban on smoking in the hotel,
  - a smokescreen is used on an event,
  - the supplier of services can charge a fee up to 2000,- EUR for the use of open flames in the hotel premises.

## **11 Withdrawal of the supplier**

- 11.1 In the following cases, the supplier has the right to terminate the agreed contract, confirmed reservation or provision of services at any time by sending or personal delivery of a written notice (a letter or e-mail in the case of e-mail communication) of withdrawal to the customer:
- A) Specified in the Commercial Code,
- B) If the supplier cannot provide the agreed services on the grounds of force majeure. Force majeure is understood as an obstacle occurring independently of the will of the supplier that prevents him from

fulfilling the obligations (unless it can be reasonably assumed that the supplier could not avert this obstacle or its consequences and that it cannot be foreseen at the time of the obligation),

C) If the customer is in arrears with any payment under any contract concluded with the supplier or with any payment of invoice issued by the supplier,

D) If the provision of agreed services to the customer may threaten or damage the reputation of the supplier or impair or endanger the safety or proper operation of the hotel.

11.2 Termination of the contract extinguishes all rights and obligations of the contracting parties except for reimbursements for damages and claims for contractual penalties.

## **12 Personal data protection**

In accordance with the Act No. 122/2013 Coll. on Personal data protection the customer declares that he was acquainted with regulations and obligations regarding collection and processing of personal data under this Act. Moreover, the customer grants their consent to the supplier with the personal data processing provided to ensure providing these services and fulfilling legal obligations for the time necessary to ensure rights and obligations arising from the business relationship between the customer and supplier. The customer gives their approval to collection and processing of relevant personal data for marketing activities of the supplier, especially for participation in loyalty and similar programs of the supplier for the entire duration of these activities. The customer may withdraw their consent in writing with or without specified cause. As a customer, the concerned person declares that he is aware of their rights.

## **13 Final provisions**

13.1 In case that a particular arrangement is not mentioned in these General Terms and Conditions or individual contracts or agreements between the supplier and the customer, their contractual relationship shall be governed by the relevant provisions of the Commercial Code, if the relevant regulation does not provide otherwise. In a case of conflict between arrangements specified in the particular contract or agreement and these General Terms and Conditions, the decisive factor represents the given contract or agreement.

13.2 The Parties shall undertake that any disputes that may arise from the contractual relationship will be primarily solved in an amicable way. In case if the amicable resolution of the case cannot be reached, the supplier and customer acknowledge that any possible disputes shall be governed by Slovak law and according to Slovak law and by the competent courts of the Slovak Republic.

13.3 Should individual provisions of these General Terms and Conditions become ineffective or invalid, the effectiveness of the other provisions shall remain unaffected.

13.4 These "Terms and Conditions" become valid and effective on April 1<sup>st</sup>, 2017.