

Business Terms And Conditions
for „WELLNESS HOTEL CHOPOK**®“ Establishment**
Demänovská dolina 20, 031 01 Liptovský Mikuláš
 (Section 273, par. 1 of Commercial Code as amended)

Clause I

Introductory Provisions

1. The purpose of these business terms and conditions (hereinafter referred to as “**BTCs**”) is to stipulate the rights and obligations arising from legal relations between the keeper of “**WELLNESS HOTEL CHOPOK****®**”, Demänovská Dolina 20, 031 01 Liptovský Mikuláš and its contractual partners, i. e. natural persons and legal entities and connected with the provision of accommodation services and other additional services such as: restaurant services, wellness services (especially access to pools, saunas and fitness centre and different types of massages), congress services - facilities for conferences and other events (e.g. organising various company and training events - conferences, seminars, training sessions, workshops, and different types of social and cultural events), parking and other additional services according to the hotel's current offer; thus stipulating a part of the content of a particular contract entered into by the service provider and the service ordering party.
2. Any deviating arrangements in a particular contract shall be given preference over the wording hereof.
3. The rights and obligations of ORDERING PARTY and CONSUMER entering into a particular contract for **pecuniary interest** having the form of “**DISTANCE CONTRACT**“ within the meaning of Act No. 102/2014 Coll. as amended, by which entering into a contract exclusively through one or several means of distance communication without PROVIDER and CONSUMER being physically present, especially with the use of the HOTEL's website: <https://www.hotelchopok.sk/>, electronic mail, phone, facsimile, letter or offer containing catalogue for the addressee shall be understood, shall be, first and foremost, governed by the special regulations of Clause XIV hereof unless other clauses hereof stipulate more favourable conditions for CONSUMER.

Clause II

Definition of Terms

1. For the purpose hereof, the below-stated capital letter terms shall be of the following meaning:
 - 1.1 **HOTEL AREA:** the area demarcated by the following lots located in the Demänovská Dolina cadastral area: Lot “C” KN No. 2884/4, Lot “C” KN No. 2884/7, Lot “C” KN No. 2884/8, Lot “C” KN No. 2884/14, Lot “C” KN No. 2884/15, Lot “C” KN No. 2884/22 and Lot “C” KN No. 2884/23.
 - 1.2 **HOTEL'S BANK ACCOUNT:** is PROVIDER's bank account stated in PROVIDER's invoice or some other similar document or in a particular CONTRACT as PROVIDER's bank account; at the moment the given bank account is maintained by: Tatra banka, a. s. , under IBAN: SK07 1100 0000 0026 2601 2993.
 - 1.3 **SERVICE PRICE LIST:** is a valid price list of accommodation and other ADDITIONAL SERVICES prepared by PROVIDER and determining the prices for accommodation services and the prices for ADDITIONAL SERVICES rendered in PROVIDER'S name in HOTEL or in HOTEL AREA; moreover, it is a part of the content of a particular CONTRACT entered into by PROVIDER AND ORDERING PARTY.
 - 1.4 **CHILD:** for the purpose hereof, the child will be a person who, at the time ACCOMMODATION starts or on the day of particular service provision initiation, did not reach the age of 12 (twelve) years (12 years of age shall be reached on one's date of birth); should the person reach the age of 12 (twelve) years on a particular day, an aliquot part of SERVICES shall be charged from such a date (the given date included) as a sale price stated in PROVIDER'S price list for an adult.
 - 1.5 **ACCOMMODATION PERIOD:** is the period agreed upon in CONTRACT or possibly the period arising from the purpose of ACCOMMODATION stated in a particular CONTRACT during which ORDERING PARTY is entitled to temporary accommodation in HOTEL and to the provision of ADDITIONAL SERVICES as per agreement with ACCOMMODATION PERIOD always starting **at 2.00 p.m. of the first day of ACCOMMODATION PERIOD** and ending at **11.00 a.m. of the last day of ACCOMMODATION PERIOD**.
 - 1.6 **ADDITIONAL SERVICE:** any other paid service (within the meaning of the valid SERVICE PRICE LIST or under a special written agreement entered into by PROVIDER and ORDERING PARTY) or free SERVICE other than ACCOMMODATION provided for ORDERING PARTY in HOTEL either directly in the name of PROVIDER or implicitly (by a different supplier) on the basis of CONTRACT.

- 1.7 **E-CHARGING:** recharging the batteries of an electric car in the charging station owned by PROVIDER for the period urgently required, placed in CAR PARK designated area marked with relevant vertical traffic signs; the given SERVICE shall be free of charge for CONSUMER during ACCOMMODATION PERIOD unless stipulated otherwise herein.
- 1.8 **HOTEL:** accommodation facility of category: “wellness hotel”, class: “****”, name: “**WELLNESS HOTEL CHOPOK****®**”, address: Demänovská dolina 20, 031 01 Liptovský Mikuláš.
- 1.9 **HOTEL ROOM:** a designated HOTEL accommodation area for the accommodation of natural persons - CONSUMERS.
- 1.10 **ORDERING PARTY:**
- a) Natural person - national or foreigner who is not an entrepreneur within the meaning of its legal definition under the generally binding legal regulations of the Slovak Republic or under relevant foreign legislation and who does not act as part of their freelance activities, line of business or business activities (hereinafter referred to as “**CONSUMER**”);
 - b) Legal entity - national or foreign or natural person acting as an entrepreneur within the meaning of its legal definition under the generally binding legal regulations of the Slovak Republic or foreign legal entity or natural person bearing the signs of an entrepreneur under relevant foreign legislation under which they were established, should this person or entity perform their business activities (hereinafter referred to as “**CUSTOMER**”);
- if having entered into a particular CONTRACT with PROVIDER the subject of which are SERVICES.
- 1.11 **PARKING:** discretionary, temporary, unmonitored and unprotected use of particular parking space at CAR PARK; with the exception of those parking spaces that are determined and/or marked as designated parking or E-CHARGING spots; for ORDERING PARTY this SERVICE shall be free of charge, unless stated otherwise herein.
- 1.12 **CAR PARK:** special tiled area located in HOTEL AREA (on the lots located in the Demänovská Dolina cadastral area: Lot “C” KN No. 2884/8, Lot “C” KN No. 2884/15 and Lot „C“ KN No. 2884/23), marked with relevant horizontal or vertical traffic signs and preferentially fully dedicated to the parking of 96 (ninety-six) pieces of the following categories (within the meaning of Annex No. 1 to Act No. 725/2004 Coll. as amended) of motor vehicles:
- **L** (motorcycles and four-wheelers);
 - **M1** (passenger motor vehicles up to 3.5 t of capacity);
 - **N1** (motor vehicles for the transport of loads of up to 3.5 t);
- All that **without the provision of any other services connected with PARKING.**
- Other categories of vehicles, namely:
- Category **C** vehicles (crawler tractors);
 - Category **LS** vehicles (snowmobiles);
 - Category **M** motor vehicles (motor vehicles with at least four wheels designed and constructed for passenger transport);
 - Category **N** motor vehicles (motor vehicles with at least four wheels designed and constructed for cargo transport);
 - Category **O** motor vehicles (towed vehicles, semi-trailers included);
 - Category **P** vehicles (working machinery);
 - Category **R** vehicles (tractor-towed vehicles);
 - Category **S** vehicles (replaceable tractor attachments);
 - Category **T** vehicles (wheel-type tractors);
 - Category **V** vehicles: to be more precise a vehicle pulled by an animal, wheelchairs for physically challenged, manual wheelchairs, motorised manual wheelchairs, single-axle tractors with a trailer;
- Can PARK at CAR PARK only with PROVIDER’S consent and only in the PARKING area specified by PROVIDER; however, without provision of any other services connected with PARKING;
- Category **V:** vehicles; bicycles, motorised bicycles, scooters, motorised scooters, have designated PARKING space (more details available at the HOTEL reception); however, without the provision of any other services connected with PARKING.
- 1.13 **EVENT:** paid provision or intermediation of the provision of particular SERVICES in HOTEL on the basis of a CONTRACT as per the valid SERVICE PRICE LIST or as per a special written agreement between PROVIDER and ORDERING PARTY for the purpose of arranging a proper performance of a training or company event or possibly of a social and cultural event: especially congress, conference, seminar, training, workshop or similar training event organised either by in ORDERING PARTY’S name

as such event organiser or on ORDERING PARTY'S account as an intermediary of such services for a different organiser of the given EVENT.

- 1.14 **PROVIDER: PROPERTY HOLDING, a. s.**, registered office: Panenská 13, 811 03 Bratislava, Company ID: 36 358 606, Tax ID: 2022191930, VAT ID: SK2022191930, entered in: Business Register maintained by the Bratislava I District Court, Part: Sa, Inset No. 3871/B, Account No. (IBAN): SK07 1100 0000 0026 2601 2993 (Tatra banka, a. s.) that is HOTEL owner and keeper.
- 1.15 **SERVICES:** Accommodation services - paid or free-of-charge ACCOMMODATION and other additional services such as: restaurant services, parking, wellness services (mainly access to pools, saunas and fitness centre and massages), congress services - room and equipment rental e.g. for organising various company or training events - conferences, seminars, training sessions, workshops or various social and cultural events; and other additional services rendered as per PROVIDER'S current offer, which PROVIDER renders in ITS own name to ORDERING PARTY in HOTEL or HOTEL AREA always in accordance with the valid SERVICE PRICE LIST.
- 1.16 **CENTRE:** An establishment in HOTEL where particular SERVICES are being rendered.
- 1.17 **ACCOMMODATION:** Provision of paid accommodation services in HOTEL for ORDERING PARTY in PROVIDER'S name as per the valid SERVICE PRICE LIST or under a special written agreement between PROVIDER and ORDERING PARTY based on an Accommodation Agreement within the meaning of Section 754 et seq. of Civil Code as amended.
- 1.18 **CONTRACT:** Particular contract, DISTANCE CONTRACTS included, entered into by PROVIDER and ORDERING PARTY the subject of which is the provision or the intermediation of provision of SERVICES by PROVIDER or in PROVIDER'S name at ORDERING PARTY'S expense.

Clause III

Scope of BTCs Applicability and Their Up-to-Datedness

- These BTCs shall be binding for all the SERVICES rendered in HOTEL in PROVIDER'S name in relation to all the ORDERING PARTIES that entered into CONTRACT with PROVIDER the subject of which are SERVICES.
- BTCs published on HOTEL'S website: <https://www.hotelchopok.sk/> shall be considered applicable BTCs and shall form an integral part of both, the on-line booking form available on HOTEL'S website: <https://www.hotelchopok.sk/> and in a particular CONTRACT.
- PROVIDER is entitled to amend BTCs unilaterally with the new (amended) wording hereof being published by PROVIDER on HOTEL's website: <https://www.hotelchopok.sk/>, minimum 30 (thirty) days before they become effective; publishing hereof shall be deemed the announcement of new BTCs to ORDERING PARTY.
Apart from new BTC announcement, PROVIDER shall, at the same time, publish an instruction for ORDERING PARTY on the fact that ORDERING PARTY will be entitled to withdraw from CONTRACT that has not terminated due to changed BTCs (**this shall not apply to ACCOMMODATION**) and shall do so within 14 (fourteen) days as of new BTC announcement, including the publishing of the instruction; however, PROVIDER'S right to charge ORDERING PARTY for cancellation within the meaning of the cancellation policy stated in Clause VI hereof and ORDERING PARTY'S obligation to pay these shall not be, in any way, affected.
If failing to withdraw within the period of 14 (fourteen) days as of new BTC and instruction announcement, the new BTCs shall become an integral part of CONTRACT on the day they become effective; unless ORDERING PARTY withdraws from CONTRACT as soon as ORDERING PARTY became or could have become familiar with the wording of the new BTCs and published instruction.
- HOTEL Complaint Policy is published for CONSUMER and accessible to THEM on a visible place at HOTEL reception and on HOTEL'S website: <https://www.hotelchopok.sk/>.

Clause IV

Entering into CONTRACT

- CONTRACT the subject of which is one or more particular SERVICES may be entered into by ORDERING PARTY **only in writing** in the following form:
 - By signing a particular CONTRACT by ORDERING PARTY at HOTEL reception;
 - By obtaining an order sent by ORDERING PARTY to the address of HOTEL BOOKING DEPARTMENT in the form of a letter or in the electronic form (email); if so, ORDERING PARTY shall obtain the confirmation of THEIR order in the form of a letter or in the electronic form from the electronic address: recepacia@hotelchopok.sk or rezervacie@hotelchopok.sk, or kongres@hotelchopok.sk;

- c) In the case of a DISTANCE CONTRACT entered into via the HOTEL booking system or HOTEL website: <https://www.hotelchopok.sk/>.
2. CONSUMER acknowledges that their rights arising from Section 755 et seq. of Civil Code as amended may only be exercised from the moment when CONSUMER is provided with accommodation (Clause VII, point 4 hereof).
 3. If CONTRACT has been entered into by CUSTOMER (e.g. intermediary, travelling, marketing or event agency) THEY shall not be entitled to transfer the rights or obligations arising from CONTRACT to any third parties without PROVIDER'S prior written consent.

Clause V

Payment, Deposit/Collateral and Payment Terms and Conditions

Payment

1. Prices for particular SERVICES agreed in CONTRACT shall be final and shall also include any potential value added tax (or any other tax) under generally binding legal regulations effective at the time CONTRACT is entered into unless stated otherwise in a particular CONTRACT; in the case of any subsequent change in the statutory tax or local charge rate, individual prices shall be changed in compliance with the generally binding legal regulations effective on the day of taxable supplies (VAT and other taxes) existence or on the day the payment is charged for SERVICES agreed in a particular CONTRACT (local charge).
2. If, in compliance herewith, PROVIDER provides CONSUMER in exceptional cases and on the basis of PROVIDER'S own decision with other HOTEL accommodation than agreed or gives CONSUMER other than the agreed type of HOTEL ROOM for ACCOMMODATION purposes, in the scope, quality and of properties that are better than agreed upon in a particular CONTRACT (e.g. a higher number of beds), PROVIDER may only ask for the price of HOTEL ACCOMMODATION agreed in a particular CONTRACT for the initially agreed ACCOMMODATION or HOTEL ROOM and may not demand its increase.
3. If CONSUMER checks into HOTEL when the first day of ACCOMMODATION PERIOD agreed under a particular CONTRACT is over or does not check into HOTEL at all, CONSUMER'S obligation to pay the price for ACCOMMODATION in HOTEL and for the services related to such ACCOMMODATION for the entire ACCOMMODATION PERIOD agreed within the meaning of a particular CONTRACT shall not be affected and shall be valid in the initial scope and amount.
4. If CONSUMER moves out of a particular HOTEL ROOM before the agreed ACCOMMOATION PERIOD expires, THEIR right for ACCOMMODATION in HOTEL shall thus cease to exist; even in this case, however, CONSUMER shall pay PROVIDER the payment agreed in a particular CONTRACT for ACCOMMODATION in HOTEL and for the services related to such ACCOMMODATION for the whole ACCOMMODATION PERIOD agreed upon in a particular CONTRACT.

Deposit/Collateral (Section 555 of Civil Code)

5. When entering into CONTRACT or during stay in HOTEL, PROVIDER will be entitled to ask ORDERING PARTY for a collateral in the form of a deposit (Section 555 of Civil Code) for the cases of breach of contractual terms and conditions by ORDERING PARTY, mainly but not limited to the payment of arrears for SERVICES, compensation for a damage incurred to PROVIDER and payment of contractual penalties hereunder and under CONTRACT or payment of statutory interests on late payment, held on ORDERING PARTY'S credit card (pre-authorisation or provision of comprehensive information on the credit card or in another similar manner) up to the amount of 100% (one hundred percent) of the total payment for the ordered SERVICES agreed in a particular CONTRACT.

Payment Terms and Conditions

6. When entering into CONTACT or during stay in HOTEL, PROVIDER will be entitled to ask ORDERING PARTY for the provision of the entire payment in advance or for the payment of an advance payment of up to the amount of 100% (a hundred percent) of the total payment for SERVICES agreed upon in CONTRACT; such a payment or advance payment shall be due in the period specified by PROVIDER; however, the provision of Point 2 hereof shall not be affected by the earlier.
7. In compliance with Section 567, par. 2 of Civil Code as amended, the payment for SERVICES will be deemed provided on the day HOTEL'S BANK ACCOUNT is credited with the outstanding payment.
8. Should ORDERING PARTY be late with the payment of the whole or partial amount agreed for SERVICE provision, PROVIDER will be entitled to charge ORDERING PARTY with interests on late payment in the amount as follows:

- a) In relation to CONSUMER, in the amount stipulated by the regulations of civil legislation (currently Section 517, par. 2 of Civil Code as amended);
 - b) In relation to CUSTOMER, in the amount stipulated by the regulations of business legislation (currently Section 369, par. 2 of Commercial Code as amended);
- PROVIDER'S entitlement to full indemnification (including the entitlement to contractual penalties)) shall not be affected by the payment of the above interests on late payment.
9. PROVIDER will be entitled to unilaterally charge ORDERING PARTY with any of ITS claims arising from and/or relating to CONTRACT, including PROVIDER'S claims towards ORDERING PARTY concerning indemnification, even in the case when PROVIDER'S claims towards ORDERING PARTY are not due yet.
 10. ORDERING PARTY will be entitled to unilaterally charge PROVIDER only for those of ORDERING PARTY'S claims arising from CONTRACT that PROVIDER explicitly accepted in writing or which ORDERING PARTY may duly exercise in a money enforcement proceedings (i.e. ORDERING PARTY has an enforcement title towards PROVIDER); ORDERING PARTY will not be entitled to unilaterally charge PROVIDER with any other of its claims towards PROVIDER.

Clause VI Termination of CONTRACT

By agreement

1. PROVIDER and ORDERING PARTY may agree in writing on the cancellation or cessation of CONTRACT.

Written Withdrawal from CONTRACT by ORDERING PARTY - CANCELLATION POLICY

2. Unless agreed otherwise in CONTRACT, ORDERING PARTY will only be entitled to withdraw from CONTRACT **in writing** for the reasons stated in Section § 759, par. 1 of Civil Code as amended, with PROVIDER being entitled to be paid and ORDERING PARTY being obliged to pay an amount to compensate PROVIDER for the cancellation of CONTRACT - the failure to perform CONTRACT subject, to pay PROVIDER'S costs incurring in relation to the preparation for CONTRACT subject performance and the profit lost by PROVIDER (hereinafter referred to as "**COMPENSATION MONEY**").

CONSUMER - Compensation Agreement within the Meaning of Section 497 of Civil Code as Amended

3. CONSUMER and PROVIDER have agreed that if CONSUMER wants to withdraw from CONTRACT THEY undertake (and if so, PROVIDER has an entitlement towards CONSUMER) to pay PROVIDER COMPENSATION MONEY of the following amount within the meaning of the provision of Section 497 of Civil Code as amended:
 - a) In the case of cancellation - withdrawal from CONTRACT by CONSUMER **in the period from 28 (twenty-eight) days to 15 (fifteen) days** before the date of SERVICE rendering initiation by PROVIDER, COMPENSATION MONEY of **30% (thirty percent) of the total payment, VAT excluded**, as agreed in CONTRACT shall be paid;
 - b) In the case of cancellation - withdrawal from CONTRACT by CONSUMER **in the period from 14 (fourteen) days to 2 (two) days** before the date of SERVICE rendering initiation by PROVIDER, COMPENSATION MONEY of **50% (fifty percent) of the total payment, VAT excluded**, as agreed in CONTRACT shall be paid;
 - c) In the case of cancellation - withdrawal from CONTRACT by CONSUMER in the period from the **2nd (second) day to the agreed day** of SERVICE rendering initiation by PROVIDER, COMPENSATION MONEY of **100% (one hundred percent) of the total payment, VAT excluded**, as agreed in CONTRACT shall be paid;

CONSUMER - Compensation Agreement within the Meaning of Section 355 par. 1 of Commercial Code as Amended

4. CONSUMER and PROVIDER have agreed that if CONSUMER wants to withdraw from CONTRACT THEY undertake (and if so, PROVIDER has an entitlement towards CONSUMER) to pay PROVIDER COMPENSATION MONEY of the following amount within the meaning of the provision of Section 355, par. 1 of Commercial Code as amended:
 - a) In the case of cancellation - withdrawal from CONTRACT by CONSUMER **in the period longer than 60 (sixty) days** before the date of SERVICE rendering initiation by PROVIDER, COMPENSATION MONEY of **30% (thirty percent) of the total payment, VAT excluded**, as agreed in CONTRACT shall be paid;

- b) In the case of cancellation - withdrawal from CONTRACT by CONSUMER **in the period from 59 (fifty-nine) days to 30 (thirty) days** before the date of SERVICE rendering initiation by PROVIDER, COMPENSATION MONEY of **50% (fifty percent) of the total payment, VAT excluded**, as agreed in CONTRACT shall be paid;
- c) In the case of cancellation - withdrawal from CONTRACT by CONSUMER **in the period from 29 (twenty-nine) days to 20 (twenty) days** before the date of SERVICE rendering initiation by PROVIDER, COMPENSATION MONEY of **70% (seventy percent) of the total payment, VAT excluded**, as agreed in CONTRACT shall be paid;
- d) In the case of cancellation - withdrawal from CONTRACT by CONSUMER in the period from **19th (nineteenth) day to the agreed day** of SERVICE rendering initiation by PROVIDER, COMPENSATION MONEY of **100% (one hundred percent) of the total payment, VAT excluded**, as agreed in CONTRACT shall be paid;

from which any potential advance payment as per CONTRACT will be deducted if paid by CONSUMER and having credited PROVIDER'S account (hereinafter referred to as "**ADVANCE PAYMENT**"; CUSTOMER and PROVIDER have explicitly agreed that **the provision of Section 355, par. 2 of Commercial Code as amended shall not be used for their contractual relations.**

- 5. CUSTOMER and PROVIDER have agreed within the meaning of Section 351, par. 2 of Commercial Code as amended that PROVIDER may write off their entitlement for COMPENSATION MONEY unilaterally against CONSUMER'S entitlement to the return of ADVANCE PAYMENT or payment or their aliquot part.
- 6. CUSTOMER and PROVIDER have agreed that if:
 - a) CONTRACT is terminated earlier due to certain reasons on the part of CUSTOMER;
 - b) CUSTOMER is subject to their first insolvency within the meaning of Act on bankruptcy and restructuring as amended or within the meaning of a legal regulation of some other legislation with the same or similar legal effect, to which CUSTOMER and/or CUSTOMER'S property is subject to;
 - c) CUSTOMER is subject to their first crisis within the meaning of Commercial Code as amended or within the meaning of a legal regulation of some other legislation with the same or similar legal effect, to which CUSTOMER and/or CUSTOMER'S property is subject to;
 - d) The first motion for the declaration of CUSTOMER'S bankruptcy is lodged within the meaning of Act on bankruptcy and restructuring as amended or within the meaning of a legal regulation of some other legislation with the same or similar legal effect, to which CUSTOMER and/or CUSTOMER'S property is subject to;
 - e) The first motion for the permit for CUSTOMER'S restructuring is lodged within the meaning of Act on bankruptcy and restructuring as amended or within the meaning of a legal regulation of some other legislation with the same or similar legal effect, to which CUSTOMER and/or CUSTOMER'S property is subject to;

This is the moment when PROVIDER will become entitled to the entire amount of any potential ADVANCE PAYMENT to compensate for the cost and profit lost due to an early termination of a particular CONTRACT, with which CUSTOMER explicitly and without reserve agrees by entering into a particular CONTRACT (hereinafter referred to as "**COMPENSATION**");

At the same time, CUSTOMER AND PROVIDER have explicitly agreed under Section 364 of Commercial Code as amended on the write-off of ADVANCE PAYMENT and COMPENSATION with such an agreement becoming effective from the moment stated in the letters a) to e) hereof, depending on whichever case occurs first.

PROVIDER'S Withdrawal from CONTRACT

- 7. PROVIDER is entitled to withdraw from CONTRACT **in writing**, apart from any reason stated in Section 759, par. 2 of Civil Code as amended an, even in the following cases:
 - a) In case ORDERING PARTY has any outstanding liabilities arising from CONTRACT towards PROVIDER that are overdue, ADVANCE PAYMENTS included;
 - b) In case of any substantial breach hereof by ORDERING PARTY;
 - c) In case of any circumstances of force majeure (*vis maior*) which the following are deemed to be:
 - (i) Natural disasters such as fires, floods, earthquakes, lightning, hailing, strong wind, gale, blizzard, extreme freezing etc.;
 - (ii) Strike or other (civil or political) riots;
 - (iii) Terrorism, mobilisation, war, state of war, extraordinary state, emergency state or similar events;
 - (iv) Business, currency, sanitary or other political and public acts of public and state administration authorities of the Slovak Republic or other international and multinational institutions/organisations (e.g. legally binding acts of European communities and the European Union within the meaning of clause 7, par. 2 of

Constitution of the Slovak Republic), by which the Slovak legislation grants the power to limit the fundamental rights and freedoms that will limit PROVIDER's rights in Slovak territory;

- (v) Existence of a pandemic or epidemic or any other biological threat, pronouncement of quarantine-related measures or any other similar limitations;

When the performance of a particular CONTRACT by PROVIDER is impossible or when the HOTEL has to be closed or has to have its operation limited for the period exceeding 30 (thirty) days from their occurrence;

- d) There are such operating conditions in HOTEL for which PROVIDER, considering the safety, health and effective legal regulations, is not able to provide SERVICES in the scope or quality agreed;
- e) For the purpose of entering into CONTRACT, ORDERING PARTY has intentionally given PROVIDER misleading or false information; or ORDERING PARTY withheld the information, which, if known to PROVIDER, would prevent PROVIDER from ever entering into CONTRACT with ORDERING PARTY (e.g. ORDERING PARTY'S actual identity or THEIR actual citizenship or their actual reason for staying in HOTEL or the actual reason for using SERVICES);
- f) PROVIDER has a justified reason to believe that ORDERING PARTY'S stay in HOTEL, in HOTEL AREA or THEIR use of CAR PARK or SERVICES could endanger HOTEL proper functioning or safety, including ITS personnel and other HOTEL guests, and HOTEL'S or PROVIDER'S respect and goodwill (including ITS personnel);
- g) ORDERING PARTY unlawfully leased or subleased any space in HOTEL, HOTEL AREA or CAR PARK to a third party without PROVIDER'S prior written consent;
- h) Should any of the circumstances stated in point 7, (b) to (c) and (g) of this clause occur; PROVIDER'S entitlement to any potential indemnification shall remain unchanged in its entirety.

Clause VII

ACCOMMODATION (Accommodation Policy - Section 754, par. 2 of Civil Code)

1. Unless specified otherwise by PROVIDER, CONSUMER may get accommodation in HOTEL within the agreed ACCOMMODATION PERIOD only on the day agreed in CONTRACT as the day of ACCOMMODATION initiation, which means **not earlier than at 2.00 p.m.**; CONSUMER will have no entitlement to any earlier access to HOTEL ROOM (staying in).
2. IF CONSUMER fails to check into HOTEL **within 24 hours of the first day** of ACCOMMODATION PERIOD agreed in a particular CONTRACT, PROVIDER'S obligation to "book" ACCOMMODATION for CONSUMER or a particular HOTEL ROOM under a particular CONTRACT shall cease to exist and PROVIDER will be entitled to use such ACCOMMODATION or a particular HOTEL ROOM otherwise.
3. When checking into HOTEL, a HOTEL receptionist shall provide CONSUMER with a hotel (guest) card, in which HOTEL name, CONSUMER'S forename and surname, the number of HOTEL ROOM provided to CONSUMER, date agreed in CONTRACT to be the date of ACCOMMODATION termination (within the agreed ACCOMMODATION PERIOD) and a room key (hotel key card) to HOTEL ROOM reserved for CONSUMER to stay in.
4. Within the meaning of Section 755 et seq. of Civil Code as amended, CONSUMER shall be provided with accommodation the moment THEY check in at HOTEL reception, i.e. by THEIR registration in a house register by PROVIDER; until then, CONSUMER shall only have the status of ORDERING PARTY.
5. When checking into HOTEL in order to get accommodation prior to ACCOMMODATION initiation, CONSUMER shall identify THEMSELVES at HOTEL reception; for that purpose, CONSUMER shall submit their valid identity document; as regards the persons who, due to their age, do not possess any identity document (CHILDREN), these are identified either by using a valid passport or health insurance card - European health insurance card.
6. If appropriate, CONSUMER may be asked by HOTEL manager or a person such a manager appoints to identify themselves during ACCOMMODATION PERIOD.
7. When checking in to be provided with ACCOMMODATION in HOTEL, CONSUMER, who is a foreigner (person other than a citizen of the Slovak Republic), shall fill in a "notice of stay" form stipulated in a special regulation before they get ACCOMMODATION in HOTEL and shall state true and complete information required.
8. When moving into HOTEL ROOM made available to CONSUMER by PROVIDER for ACCOMMODATION purposes, CONSUMER shall properly check the given HOTEL ROOM and shall immediately report all potential insufficiencies, defects or other complaints about HOTEL ROOM equipment and amenities at HOTEL reception; CONSUMER shall have the same obligation in case such HOTEL ROOM insufficiencies or defects appear

- during the agreed ACCOMMODATION PERIOD or on the day agreed in CONTRACT as day of ACCOMMODATION termination; otherwise, CONSUMER shall be held fully liable for any incurred damage.
9. Upon entering into a particular CONTRACT and the initiation of ACCOMMODATION in a particular HOTEL ROOM, PROVIDER AND CONSUMER may agree on longer ACCOMMODATION PERIOD; if this is the case, however, PROVIDER will have no legal obligation to enable CONSUMER to stay in the same HOTEL ROOM given to CONSUMER at the beginning of THEIR ACCOMMODATION even after the initially agreed ACCOMMODATION PERIOD is over.
- Upon ACCOMMODATION PERIOD prolongation, unless CONSUMER is allowed by PROVIDER to continue THEIR stay in THEIR current HOTEL ROOM, CONSUMER shall leave THEIR current HOTEL ROOM (within the meaning of Point 10 of this clause) **by 11.00 a.m. of the last day of the initially agreed ACCOMMODATION PERIOD at the latest**; unless PROVIDER specifies a later time for leaving such a ROOM.
10. On the day agreed in CONTRACT as the day of ACCOMMODATION termination within the agreed ACCOMMODATION PERIOD, CONSUMER'S right to ACCOMMODATION in HOTEL shall cease to exist; CONSUMER shall leave HOTEL ROOM which means that THEY shall:
- Take all their belongings they brought in out of HOTEL ROOM;
 - Physically leave HOTEL ROOM; and
 - Give a HOTEL receptionist THEIR room key (guest key card) to HOTEL ROOM;
- in the following periods given:
- By 11.00 a.m. at the latest; should CONSUMER'S right to ACCOMMODATION in HOTEL cease to exist with the expiration of ACCOMMODATION PERIOD agreed in a particular CONTRACT;
 - As soon as the right to ACCOMMODATION in HOTEL ceased to exist should the right to ACCOMMODATION in HOTEL cease to exist for a reason different from those stated herein (especially under Clause VI, Point 8).
- Upon the expiration of the time given (i.e. after 11.00 a.m.), PROVIDER will be entitled to charge CONSUMER with a contractual penalty in the amount as per the valid SERVICE PRICE LIST; however, the previous shall have no effect on PROVIDER'S entitlement to full indemnification.
11. Should CONSUMER, for any reason, fail to hand the room key (guest key card) assigned to a particular HOTEL ROOM over to PROVIDER at the time when the right to ACCOMMODATION in HOTEL ceases to exist, PROVIDER will be entitled to ask for compensation of the damage in the form of a fee of EUR 5.00 (five Euro).
12. CONSUMER will not be entitled to lease further (i.e. sublease) HOTEL ROOM provided to THEM by PROVIDER for ACCOMMODATION purposes within ACCOMMODATION PERIOD, amenities included, or make it otherwise used without PROVIDER'S prior written consent, in this case represented by HOTEL manager.
13. HOTEL ROOM may only be entered by PROVIDER'S appointed representatives in connection with conducting their work in HOTEL (e.g. room maid, maintenance personnel, head person- manager of CENTER, HOTEL manager); and, in their presence, potential external suppliers rendering services to PROVIDER (especially maintenance, repairs, checks and servicing of equipment and technologies).
14. CONSUMER will be entitled to THEIR first breakfast in HOTEL after the first night following the initiation of the agreed ACCOMMODATION PERIOD in HOTEL and to THEIR last dinner in HOTEL on the second last day of their ACCOMMODATION PERIOD; unless otherwise agreed by PROVIDER and CONSUMER in writing.
15. During ACCOMMODATION PERIOD and after its termination, CONSUMER will mostly be obliged to close all the water taps, switch off the light, air conditioning and all other electric and other appliances (especially the TV set), close doors and windows, always check whether when leaving HOTEL ROOM the HOTEL ROOM entrance door locked properly.
16. While having ACCOMMODATION in HOTEL, CONSUMER may bring visitors only to the circulation area of HOTEL (restaurants, Lobby Bar, Relax Bar); visitors may only be received in HOTEL ROOM with PROVIDER'S or HOTEL receptionist's previous consent once the given natural person visiting CONSUMER has identified themselves. The visitor must leave HOTEL ROOM **by 11.00 p.m. at the latest** on the day, when they came to HOTEL; otherwise PROVIDER will have the right to ask CONSUMER to pay for ACCOMMODATION in HOTEL ROOM and for the SERVICES related to ACCOMMODATION also for the natural person visiting CONSUMER in HOTEL ROOM as per the valid SERVICE PRICE LIST.

Clause VIII EVENT

1. As PROVIDER does not organise any EVENT, all the damages incurred in connection with such an EVENT:

- a) In HOTEL (including its amenities) or
 - b) In HOTEL AREA (including its amenities) or
 - c) At CAR PARK;
 - d) On the part of PROVIDER or
 - e) On the part of a third party;
- that were caused by ORDERING PARTY, participants, or visitors of such an EVENT, ORDERING PARTY employees or other of its suppliers - contractual partners, shall only be borne by ORDERING PARTY.
2. PROVIDER has the right to ask ORDERING PARTY to prove the taking of appropriate measures for preventing damages or harm to health or to property on the part of PROVIDER or a third party (e.g. third party liability insurance, deposit, bank guarantee or other form of guarantee by a third party) prior to entering into CONTRACT.
 3. Moreover, ORDERING PARTY shall not be entitled to sublease (e.g. further lease) or to otherwise further provide any space in HOTEL or HOTEL AREA or CAR PARK without PROVIDER'S prior consent unless these are agreed in CONTRACT as the place of EVENT; ORDERING PARTY'S acting without PROVIDER'S written consent shall be considered a material breach hereof or of a particular CONTRACT.

Intellectual Property Rights

4. ORDERING PARTY shall have all THEIR statutory or contractual liabilities and obligations arising from intellectual property rights, especially copyright, rights related to copyright legislation and from industrial property rights, even towards the holders of moral rights arising from intellectual property and the holders (or holder's representatives) of property rights (including collective rights managers) arising from intellectual property; all that at THEIR own expense and, if possible, prior to entering into a particular CONTRACT.
5. If, in connection with EVENT (prior to, during or after ITS termination) any person exercised their entitlement arising from a breach of their intellectual property rights or from any failure to meet the statutory or contractual liabilities and obligations connected with the use of intellectual creation of particular authors, ORDERING PARTY undertakes to indemnify PROVIDER = compensate PROVIDER for all the costs and damages connected with the above.
6. HOTEL and HOTEL AREA may not be used or the purpose of promoting any services or activities that are in conflict with goods manners or law, without PROVIDER'S prior written consent, be it directly on HOTEL premises or in HOTEL AREA or by capturing the HOTEL premises or HOTEL AREA by transmitting or retransmitting or via the internet (streaming - continuous transmission of audio-visual material from its source to end users), visual or audio-visual recording included, and ORDERING PARTY undertakes to observe such prohibition and to ensure its observation by EVENT participants or visitors or by ORDERING PARTY'S employees, suppliers - contractual partners; any of ORDERING PARTY'S acting without PROVIDER'S written consent shall be deemed a material breach hereof and of a particular CONTRACT.
7. PROVIDER is the owner of the "HOTEL CHOPOK****®" and the "WELLNESS HOTEL CHOPOK****®" trademark.

Decorative Materials, Exhibited Items and Advertising Articles

8. Any installation of movable assets in HOTEL or HOTEL AREA or at CAR PARK shall only be possible upon PROVIDER'S prior written consent; acting without such a PROVIDER'S prior written consent shall be deemed a material breach hereof and of a particular CONTRACT.
9. All the decorative materials, exhibited items, advertising articles or other movable assets belonging to ORDERING PARTY or a third party taking part in EVENT organisation or to an EVENT participant or visitor - unless accepted by PROVIDER for safekeeping - are brought by such parties on HOTEL premises and kept on HOTEL premises or on HOTEL AREA premises or at CAR PARK exclusively at THEIR own risk; PROVIDER shall not be held liable for any loss, destruction or damage of such movable assets.
10. All the decorative materials, exhibited items, advertising articles or other movable assets belonging to ORDERING PARTY or a third party taking part in EVENT organisation or to an EVENT participant or visitor shall meet all the statutory requirements; mainly sanitary, health-related, fire-related, safety and technical standards.
PROVIDER will be entitled to ask the owner or holder of such assets for relevant documents (receipts, certificates etc.); otherwise PROVIDER will be entitled to refuse the presence of such assets in HOTEL or in HOTEL AREA or at CAR PARK.
11. All the decorative materials, exhibited items, advertising articles or other movable assets belonging to ORDERING PARTY or a third party taking part in EVENT arrangement or to an EVENT participant or visitor

shall be in compliance with Advertising Act and with good manners; otherwise PROVIDER will be entitled to interrupt EVENT or to cancel IT completely without ORDERING PARTY being entitled to any compensation and refund of the payment (ADVANCE PAYMENT included) already paid for EVENT.

12. Unless otherwise agreed in CONTRACT, all the decorative material, exhibited items, advertising articles and other movable assets belonging to ORDERING PARTY or a third party participating in EVENT arrangement or to an EVENT participant or visitor, shall be removed from HOTEL PREMISES, HOTEL AREA or from CAR PARK upon EVENT termination without delay; otherwise PROVIDER will be entitled to remove such assets from HOTEL premises, HOTEL AREA or CAR PARK at ORDERING PARTY'S expense; PROVIDER'S entitlement to indemnification, however, shall not be affected with the above.

HOTEL'S Technical Equipment

13. Within the meaning of ITS valid offer published on PROVIDER'S website : <https://www.hotelchopok.sk/> or in PROVIDER'S particular offer sent to ORDERING PARTY, PROVIDER shall provide HOTEL'S non-residential premises for the purpose of EVENT organisation, amenities included.
14. The technical equipment of individual non-residential HOTEL premises used for EVENT organising may differ in the actual time from the offer published on HOTEL'S website : <https://www.hotelchopok.sk/>.

Limited Data and Other Limitations

15. ORDERING PARTY shall consult PROVIDER in advance on the required type/kind and transfer rate of the internet connection (e.g. LAN/Wi-Fi), required minimum data flow and data volume; number and kind/type of electric and LAN sockets, grid voltage (considering its potential overload) etc.
16. The installation and use of electric equipment owned by ORDERING PARTY or by a third party in HOTEL or HOTEL AREA or at CAR PARK may only be possible upon PROVIDER'S prior consent; this, however, shall not prevent ORDERING PARTY from their liability for potential damages to PROVIDER'S or third party's property; ORDERING PARTY'S acting without PROVIDER'S written consent shall be considered a material breach hereof and of a particular CONTRACT.

Own Meals and Drinks

17. Meals and drinks arranged by ORDERING PARTY may only be provided on HOTEL premises, in HOTEL AREA and at CAR PARK upon PROVIDER'S prior written consent; ORDERING PARTY'S acting without PROVIDER'S prior written consent shall be considered a material breach hereof and of a particular CONTRACT; PROVIDER'S consent may be subject to payment ("corkage"); PROVIDER, however, shall not be held liable for the quality and sanitary conditions of the meals and drinks served; ORDERING PARTY hereby undertakes to indemnify PROVIDER for any potential third party's entitlements related to the reason given.
18. Moreover, PROVIDER shall not be held liable for the quality and sanitary conditions of meals and drinks taken out of HOTEL premises during or after EVENT or taken out of HOTEL premises for the purpose of their private consumption.

Waste Disposal

19. ORDERING PARTY shall be liable for the collection, removal (transport and disposal) of waste, unused advertising articles and other similar movable assets and packaging material which, in connection with EVENT, stayed in HOTEL or HOTEL AREA or at CAR PARK after EVENT; in the case of ORDERING PARTY, these are subject of further obligations, mainly within the meaning of Section 81, par. 7 (b), Point 1 and Section 83, par. 1 and 2 of Act No. 79/2015 Coll. on wastes as amended.

Clause IX CAR PARK AND PARKING

1. The arrival by car to CAR PARK shall be allowed only through access roads designated to the purpose given.
2. CAR PARK is, in its entirety, predominantly designed for PARKING purposes, without the provision of any other services connected with PARKING for the following categories of motor vehicles (within the meaning of Annex No. 1 to Act No. 725/2004 Coll. as amended) :
 - **L** (motorcycles and four-wheelers);
 - **M1** (passenger motor vehicles up to 3.5 t of capacity);

- **N1** (motor vehicles for the transport of loads of up to 3.5 t);

Other categories of vehicles, namely:

- Category **C** vehicles (crawler tractors);
- Category **LS** vehicles (snowmobiles);
- Category **M** motor vehicles (motor vehicles with at least four wheels designed and constructed for passenger transport);
- Category **N** motor vehicles (motor vehicles with at least four wheels designed and constructed for cargo transport);
- Category **O** motor vehicles (towed vehicles, semi-trailers included);
- Category **P** vehicles (working machinery);
- Category **R** vehicles (tractor-towed vehicles);
- Category **S** vehicles (replaceable tractor attachments);
- Category **T** vehicles (wheel-type tractors);
- Category **V** vehicles: to be more precise a vehicle pulled by an animal, wheelchairs for physically challenged, manual wheelchairs, motorised manual wheelchairs, single-axle tractors with a trailer;

may only PARK at CAR PARK with PROVIDER'S consent and may only do so in a particular designated part of such a CAR PARK.

Category **V** vehicles; more precisely bicycles, motorised bicycles, scooters and motorised scooters shall have designated PARKING space (more details available at the HOTEL reception); however, without the provision of any further services connected with PARKING.

3. It is forbidden to park vehicles transporting hazardous substances; this shall not apply to the cases of HOTEL supplies.
4. **CAR PARK is not monitored or otherwise protected**; PROVIDER shall not be held liable for any damage caused to the vehicles parked in CAR PARK or in HOTEL AREA, movable belongings left in such vehicles included.
5. Staying with or parking vehicles in HOTEL AREA is allowed at CAR PARK only, unless ORDERING PARTY and PROVIDER agree otherwise in writing; in case of special requirements concerning staying with or parking vehicles in HOTEL AREA by ORDERING PARTY, ORDERING PARTY may be charged for such special PARKING, if agreed so by ORDERING PARTY and PROVIDER.
6. It is possible to PARK one's CAR on any parking place, yet, always in compliance with the horizontal and vertical traffic signs; apart from those parking places which are defined and marked by relevant vertical traffic signs as E-CHARGING parking or point; for ORDERING PARTY this service is free of charge.
7. PROVIDER is, at ITS sole discretion, entitled to tow a vehicle at ORDERING PARTY'S expense and risk or to order its towing to a determined place if:
 - There is a danger of imminent damage or harm to health at CAR PARK;
 - A vehicle parked at CAR PARK is of threat to CAR PARK proper functioning;
 - There is a threat of fuel or other media or vapours leaking or bleeding from the vehicle; and
 ORDERING PARTY does not ensure any timely corrective actions despite being asked to do so by PROVIDER.
8. ORDERING PARTY will not have any right to let any third party use or lease or otherwise have CAR PARK or ITS part at disposal without PROVIDER'S prior written consent.
9. When asked by HOTEL receptionist, ORDERING PARTY shall inform the given employee whether THEY park their motor vehicle at CAR PARK or about motor vehicle identification data.

E-CHARGING

10. Free E-CHARGING at CAR PARK shall be of **self-service type** and it shall only be used for electric vehicles and only in connection with ACCOMMODATION by the end of ACCOMMODATION PERIOD at the latest; it may only be possible to charge other electric equipment or electrically-driven equipment e.g. hover boards (segways, hoover boards, gyroscooters) with PROVIDER'S prior written consent and it may be subject to charges.
11. ORDERING PARTY shall check the technical parameters of THEIR vehicle and of the charging station in advance; especially the type of electric current (AC or DC) coming from the charging station, voltage and output of the charging station and required kind/type of the charging connector (e.g. CCS- Combo Charging System, CHAdeMO, Type 1, Type 2 Mennekes).
12. Considering the self-service character of E-CHARGING at CAR PARK, it shall be solely ORDERING PARTY who will be liable mostly for the proper observation of the charging station user's manual and vehicle operating

manual (including vehicle accessories; especially the battery and charging cables) and for the correct connection of the vehicle to the charging station.

13. PROVIDER will not be held liable for any damage to ORDERING PARTY'S property (to the vehicle, its accessories included, especially the battery and charging station or to the charging station) or for any harm to ORDERING PARTY'S health that ORDERING PARTY caused THEMSELVES by THEIR own intentional or indifferent actions (failure to act); especially by failing to meet or not meeting PROVIDER'S instructions or charging station operating manual or vehicle manufacturer's operating manual or unprofessional handling of the charging station or charging cables.

Clause X

ADDITIONAL SERVICES

1. ADDITIONAL SERVICES shall be the paid or free services that PROVIDER renders to ORDERING PARTY under the valid SERVICE PRICE LIST with the content and scope of such services being specified in a particular offer (e.g. stay package) which PROVIDER is currently providing to ORDERING PARTY, yet, always depending on the actual opening hours of individual CENTRES providing particular ADDITIONAL SERVICES in HOTEL (the current opening hours of individual CENTRES providing additional services are available at HOTEL reception and on HOTEL'S website: <https://www.hotelchopok.sk/> and at each entry to a particular CENTRE).
2. Technical or visual parameters of individual CENTRES providing particular ADDITIONAL SERVICES in HOTEL may differ in the actual time from the offer published on HOTEL'S website: <https://www.hotelchopok.sk/>.
3. SERVICES provided as an addition to ACCOMMODATION:
 - Restaurant services provided in HOTEL;
 - Parking in CAR PARK;
 - Wellness centre services provided in HOTEL;
 - (i) Access to HOTEL pools: PLESNIVEC swimming pool (15.00 m x 7.50 m), PLESNIVEC children's pool and sauna rooms; PRASLIČKA swimming pool (20.00 m x 8.00 m) and sauna rooms;
 - (ii) Access to the fitness centre;
 - (iii) Massage services;
 - (iv) Manicure;
 - (v) Pedicure;
 - Services of the HOTEL Lobby Bar, including 3 (three) bowling alleys and 1 (one) pool table;
 - Services of the HOTEL Relax Bar, including 4 (four) bowling alleys, 3 (three) pool tables and the games room (table football, air-hockey);
 - Ski room in HOTEL (only at the time of its current opening hours);
 - "CHOPÍKOV DETSKÝ SVET" (WORLD OF CHOPÍK) play area in HOTEL (it is not a school or a school establishment within the meaning of Act No. 245/2008 Coll. on education and training as amended);
 - LEGO® corner in HOTEL (it is not a school or a school establishment within the meaning of Act No. 245/2008 Coll. on education and training as amended);
 - Playground in HOTEL AREA;
 - At the time of their current opening hours - according to the set time schedule and their actual available capacity, 3 (three) comfortable hotel ski buses with the capacity of 50 (fifty) passengers;
 - Free Wi-Fi connection to the HOTEL internet;
 - Possibility to recharge electric cars at CAR PARK.
4. ADDITIONAL SERVICES provided together with ACCOMMODATION shall be the services dependent on ACCOMMODATION and, in compliance with Section 52a, par. 2 of Civil Code as amended, they shall terminate automatically with the termination of ACCOMMODATION unless agreed otherwise by PROVIDER and ORDERING PARTY.
5. Services provided additionally to EVENTS:
 - Parking in a CAR PARK;
 - Restaurant services provided in HOTEL;
 - Catering services provided in HOTEL;
 - ACCOMMODATION in HOTEL;
 - Free Wi-Fi connection to the HOTEL internet.

6. ADDITIONAL SERVICES provided together with EVENT shall be the services dependent on EVENT and, in compliance with Section 52a, par. 2 of Civil Code as amended, they shall terminate automatically with the termination of such an EVENT unless agreed otherwise by PROVIDER and ORDERING PARTY.
7. When using ADDITIONAL SERVICES, ORDERING PARTY shall follow the Operating Rules of a particular CENTRE providing a particular ADDITIONAL SERVICE, PROVIDER'S personnel instructions and these BTCs.
8. Neither the "CHOPÍKOV DETSKÝ SVET" play area nor „Detský LEGO® kútik“ located in HOTEL are a school or a school establishment within the meaning of School Act (Act No. 245/2008 Coll. as amended); ORDERING PARTY shall remain liable for the safety and protection of CHILDREN'S health during THEIR stay in these areas and ORDERING PARTY will be obliged to observe the Operating Rules of each of the play areas, PROVIDER'S personnel instructions and these BTCs; PROVIDER will not be liable for the CHILDREN'S safety and protection of THEIR health.
9. The playground in the HOTEL AREA may be visited by accompanied CHILDREN who are under constant supervision of an adult (minimum 18 years of age); and ORDERING PARTY shall visit the given playground at their own risk and shall observe the Operating Rules of the given playground, PROVIDER'S personnel instructions and these BTCs; PROVIDER shall not become liable for CHILDREN'S safety and health protection.

Clause XI Common Provisions

1. The arrival by car to CAR PARK shall be allowed only through access roads designated to the purpose given.
2. Neither PROVIDER nor ITS employees shall provide other parties with ORDERING PARTY'S details; with the exception of ORDERING PARTY giving a written consent with such provision or of the situation when PROVIDER is obliged to do so under the provisions of generally binding legal regulations.

A. Preventing Occurrence of Damages

3. In compliance with Section 415 et seq. of Civil Code as amended, ORDERING PARTY will be obliged to act so as to prevent any damages or harm to one's life or health and, in order to prevent such damages THEY shall act in the manner adequate to the circumstances and THEIR abilities; ORDERING PARTY will be further obliged to immediately inform HOTEL receptionists on any threat of damage to HOTEL property, HOTEL AREA and CAR PARK property as well as on each and every prevention of such a threat.
4. ORDERING PARTY shall not use any of the following items brought into HOTEL ROOM or onto any other HOTEL premises:
 - a) Electric appliances and electric equipment used to prepare or treat meals and drinks (especially no cooker, cooktop, hot water heater, electric kettle);
 - b) Electric appliances or electrical equipment used to prepare or maintain clothing (especially irons);
 - c) Gas equipment or gas appliances;
 - d) Any other appliances or equipment that could damage either the equipment or a movable of HOTEL ROOM or HOTEL;

This restriction shall not apply to the use of electric appliances installed in a particular HOTEL ROOM, portable electrical equipment used for the hygiene of individuals (shaver, hair dryer, hair curling tongs or stylers etc.), yet, not for the hygiene of animals; mobile phones, laptops, tablets and their chargers (power supply sources).

B. Code of Conduct Concerning HOTEL, ITS PREMISES and CAR PARK

BI. Using SERVICES and Noise Control Policy

5. In case CONSUMER'S behaviour in HOTEL is of repeated inconvenience to other persons staying in HOTEL, PROVIDER will be entitled to temporarily forbid CONSUMER to stay on HOTEL premises; in extreme cases even cancel CONSUMER'S ACCOMMODATION with HOTEL or a particular CONTRACT, all that without any compensation.
6. From 11.00 p.m. to 6.00 a.m., CONSUMER shall observe Noise Control Policy and shall act so as not to disturb any other persons either staying in HOTEL or using any other SERVICES in HOTEL as well as PROVIDER'S personnel.

In case of a breach of Noise Control Policy or in case of CONSUMER'S inappropriate behaviour (especially disturbances) on HOTEL premises, in HOTEL AREA or at CAR PARK and if, despite being warned about such behaviour, CONSUMER fails to change it, PROVIDER will have the right to call an intervention unit of private

security service at CONSUMER'S expense and write a report on the fact given (price per hour of response of the private security service intervention unit of JÁGER - ochrana osôb a majetku, s.r.o. costs EUR 50.00).

B2. Waste

7. It is forbidden to store any waste in HOTEL, HOTEL AREA and at CAR PARK, especially any mixed, municipal or biological waste or its parts with the exception of the waste generated by HOTEL'S own operation, ACCOMMODATION included; any breach of this prohibition shall be considered a material breach hereof and of a particular CONTRACT.
8. CONSUMER will be obliged to place usual mixed (municipal) waste in bins placed in HOTEL ROOM or on HOTEL premises.

B3. Storing Belongings

9. In HOTEL, HOTEL AREA and at CAR PARK, it is forbidden to use or store any objects or substances that are flammable and explosive; the substances of chemical, biological, oil or toxic nature; objects or substances otherwise harmful and dangerous; objects, substances, procedures or equipment or technologies that are of threat to one's life, health, property or the environment or their parts without PROVIDER'S prior written consent; any breach of this prohibition shall be considered a material breach hereof and of a particular CONTRACT.
10. CONSUMER shall not bring in HOTEL ROOM any sports equipment or other objects in order to store them for the safekeeping of which there is a special storage area designated in HOTEL or HOTEL AREA.
11. CONSUMER shall not bring in any sports equipment or other objects to be stored in HOTEL or HOTEL AREA to the safekeeping of which there is a storage space dedicated, not even to HOTEL circulation area (especially reception and corridors); this, however, does not apply in case such a HOTEL circulation area (especially the reception and corridors) are passed in order to have such objects stored in a specific storage area.
12. ORDERING PARTY will be obliged to store their ski equipment (especially skis, ski poles, snowboards) in electronically controlled lockers for storing ski equipment that are located in a HOTEL room marked as "ski room" and, at the same time, THEY shall respect its current opening hours; PROVIDER shall only be held liable for damages to ski equipment (especially skis, ski poles and snowboards) stored in such lockers.

B4. Meals and Drinks

13. CATERING shall only be provided in HOTEL restaurants, in the Lobby Bar and Relax Bar in the hours specified in the Operating Rules of each restaurant and each of the bars; outside the time of food serving, CONSUMER may be, if requested by CONSUMER, prepared food for an extra charge outside the scope of CONTRACT and under the valid SERVICE PRICE LIST depending on the actual availability of PROVIDER'S personnel.
14. CONSUMER will only be entitled to catering (meals and drinks) in HOTEL restaurants, Lobby Bar and Relax Bar. It is forbidden to take any served food or refreshment (especially meals and drinks) or serveware, including dishes (especially glasses, cups, plates, cutlery) from HOTEL restaurants, Lobby Bar and Relax Bar; any breach of the given prohibition shall be considered a material breach hereof and of a particular CONTRACT.
15. Should CONSUMER be interested in the consumption of food (meals and drinks) in HOTEL ROOM, they can order the delivery of such food to their room at the HOTEL reception or in a restaurant for an extra charge outside CONTRACT scope as per valid SERVICE PRICE LIST.
16. PROVIDER shall not accept any liability for the quality and sanitary conditions of meals and drinks brought into HOTEL for the purpose of their private consumption.
17. Should ORDERING PARTY request to have special food prepared - e.g. due to food intolerance, PROVIDER will be entitled to charge ORDERING PARTY extra and such special food shall only be prepared upon ORDERING PARTY'S written consent with the extra payment - surcharge.

B5. No smoking; Regulation of Narcotic and Psychotropic Substances, Poisons and Precursors, Weapons and Munition

18. Except for designated and properly marked places in HOTEL, HOTEL AREA and at CARPARK, it shall be forbidden to smoke tobacco or similar products (e.g. any form of electronic cigarettes); the failure to observe the given prohibition shall be considered a material breach hereof and of a particular CONTRACT.
19. It is forbidden to use, sell or intermediate the use/sale of any narcotic or psychotropic substances, poisons and precursors in HOTEL, HOTEL AREA or CAR PARK, including any legal hallucinogens and narcotic plants; any breach of this prohibition shall be considered a material breach hereof and of a particular CONTRACT.

20. It is forbidden to keep or sell, intermediate the keeping/sale of or store any weapons or their parts, explosives or munition in HOTEL, HOTEL AREA or at CAR PARK; any breach of the given prohibition shall be considered a material breach hereof and of a particular CONTRACT.

B6. Leisure-Time Activities

21. Ball games or other sports games and activities may be performed by CONSUMER only in HOTEL designated areas or in the places of HOTEL AREA dedicated to such a purpose, yet in the manner that will not breach the noise control policy and will be no threat to the life and health of others staying in HOTEL or using other HOTEL SERVICES or to PROVIDER'S personnel.
22. It is forbidden to "mine" any digital crypto currencies (e.g. BITCOINs) in HOTEL; any breach of this prohibition shall be considered a material breach hereof and of a particular CONTRACT.
23. It is forbidden to organise any gambling games in HOTEL (within the meaning of Act No. 30/2019 as amended), including any on-line gambling (casinos, lottery machines, quiz machines etc.); any breach to this prohibition shall be considered a material breach hereof and of a particular CONTRACT.

C. Pet Animals

24. For the purpose hereof, pet animals shall be the animals within the meaning of the definition stated in Section 2 (a) of Decree of Ministry of Agriculture of the Slovak Republic No. 123/2008 Coll.
25. It will only be possible to enter HOTEL with pet animals **upon PROVIDER'S prior written consent**, and only with **maximum two** pet animals **per HOTEL ROOM**; with each pet animal **having a valid pet passport (vaccination book) or a valid veterinary certificate for cats, dogs and ferrets entering European Union for other than business purposes**.
26. **It is not allowed** to enter HOTEL with freely-living animals or animals usually bred and kept for farming purposes or with dangerous animals/creatures; any breach of this prohibition shall be considered a material breach hereof and of a particular CONTRACT.
27. The price of animal accommodation shall be as per the applicable SERVICE PRICE LIST.
28. If ORDERING PARTY keeps it a secret or does not report the fact that THEY placed any animal in HOTEL at HOTEL reception ORDERING PARTY shall undertake to pay PROVIDER a contractual penalty in the amount of **EUR 200.00** (two hundred Euro) for each unreported animal and each night such an animal stays in HOTEL.
29. The following conditions apply to the stay and accommodation of pet animals in HOTEL:
- Pet animal may get accommodation only if its body surface is without any dirt (e.g. mud, wet fur), IT does not show any aggressive or otherwise annoying (especially acoustic) conduct or annoying appearance or smell; in case the stay of a pet animal in HOTEL leads to any repeated complaints of other persons staying at HOTEL or using SERVICES provided in HOTEL, PROVIDER will be entitled to have pet animals removed from HOTEL premises; in an extreme case, even cancel ACCOMMODATION booked for ORDERING PARTY, all that without any compensation;
 - Pet animals may only stay in HOTEL ROOM; as for the remaining premises of HOTEL, a pet animal may stay there only in the presence of its owner/holder who has to be an adult (18 years of age at least) for the time necessary for moving to or from HOTEL ROOM outside HOTEL premises;
 - In all publicly accessible places of HOTEL, especially corridors, staircases and lifts, each dog shall be on a lead and shall wear a muzzle; cats and other pet animals shall always be carried by their owner/keeper on HOTEL premises; it, however, always shall be an adult (of minimum 18 years of age) who does the above;
 - Pet animals shall not be let rest, i.e. lay in bed or on some other equipment (furniture and fixtures of HOTEL ROOM or equipment/furniture and fixtures of HOTEL with the exception of the floor (carpet or floor tiles);
 - No HOTEL ROOM or HOTEL equipment may be used to feed pet animals; ORDERING PARTY shall have THEIR own feeding and drinking bowls;

Any breach of these conditions of pet animal stay or accommodation in HOTEL shall be regarded as a material breach hereof and of a particular CONTRACT.

30. Without PROVIDER'S prior written consent, it is forbidden to temporarily take care of or keep the following third party's animals:
- Pet animals;
 - Free-living animals;
 - Animals usually bred or kept for farming purposes;
 - Dangerous animals/creatures;

Any breach of this prohibition shall be considered a material breach hereof and of a particular CONTRACT.

31. **Pets shall not be allowed to move freely around HOTEL, HOTEL AREA or CAR PARK.**

32. PROVIDER shall not provide space for walking pet animals and there shall be no space in HOTEL AREA designated for their walking either; it will only be ORDERING PARTY who shall be responsible for the disposal of the waste (including any biological type waste, especially animal excrements) generated as part of taking care of and keeping pet animals in HOTEL or as part of taking care of and keeping animals/creatures in HOTEL AREA or CAR PARK.
33. It will be the owner or keeper of an animal/creature that shall be fully liable for any damage caused by such an animal/creature in HOTEL, HOTEL AREA or at CAR PARK.

D. Limited Access or Stay; Limited Service PROVISION

D1. Limited Access or Stay

34. ORDERING PARTY may not enter those of HOTEL premises or those parts of HOTEL AREA that are marked with a “no entry” sign or marked as the areas which only HOTEL employees/personnel are authorised to enter for the purpose of HOTEL or ITS CENTRE operation and service.

D2. Limited Service Provision

35. PROVIDER will be entitled to limit the content or scope of the activities performed by individual CENTRES - establishments providing ADDITIONAL SERVICES, even during their opening hours, all that without any compensation.
36. Due to any operational or capacity-related reasons, PROVIDER will be entitled to limit CONSUMER’S access to CENTRES - establishments rendering ADDITIONAL SERVICES even during their opening hours by limiting the duration of CONSUMER’S stay in such CENTRES to maximum 1 (one) hour of CONSUMER’S stay, all that without any to compensation.
37. Due to any operational or capacity-related reasons, PROVIDER will be entitled to limit CONSUMER’S access to CENTRES - establishments rendering ADDITIONAL SERVICES even during their opening hours by limiting the number of people present in a particular period of time, usually 1 (one) hour in such CENTRES - establishments, all that without any compensation.
38. PROVIDER has the right to limit CONSUMER’S access to a HOTEL restaurant if THEY are not dressed appropriately, i.e. in compliance with the dress code of a particular HOTEL restaurant and a particular time of the day, all that without any compensation.
39. If having any suspicion coming from PROVIDER’S personnel that CONSUMER is under the influence of alcohol or other narcotic and psychotropic substances, PROVIDER’S personnel will have the right not to let CONSUMER enter a HOTEL restaurant, Lobby Bar or Relax Bar and not to provide CONSUMER with any SERVICES ordered, all that without any compensation.
40. CONSUMER shall be strictly forbidden to use the services of the wellness centre (especially pools, saunas and massages) when under the influence of alcohol or other narcotic and psychotropic substances; in case of any doubts about the soberness of CONSUMER, PROVIDER’S personnel or OPERATOR of a particular HOTEL SERVICE will have the right to deny CONSUMER access to the wellness centre, all that without any compensation.
41. CONSUMER suffering from any diseases (specially of cardiovascular character) or health disorders or has any obvious health issues or diseases and whose stay, mainly in a pool or sauna, may worsen THEIR health conditions or be of threat to their life or health or to health and life of other people present in such a pool or sauna at the time given, may use the wellness centre services in HOTEL only at their own risk and on their responsibility while being obliged to observe the HOTEL Operating Rules; in case of any doubts concerning CONSUMER’S health conditions, PROVIDER personnel or the operator of a particular SERVICE in HOTEL will have the right to deny CONSUMER access to the wellness centre, all that without any compensation.
42. CONSUMER suffering from any diseases or health disorders or having any other health issues that require PROVIDER’S special procedure and approach (including the purchase and processing of raw material) the breach of which may worsen CONSUMER’S health conditions (e.g. various substance intolerances) shall inform PROVIDER about the above in advance in writing when entering into CONTRACT; if in doubts about CONSUMER’S health conditions, PROVIDER personnel or the operator of a particular SERVICE in HOTEL will be entitled to deny the provision of the SERVICES ordered by CONSUMER, all that without any compensation.

43. PROVIDER will be entitled to refuse to sell or serve any alcoholic drinks or tobacco products to those under 18 years of age (minimum eighteen) and to those being clearly under the influence of alcohol or other narcotic or psychotropic substances.

D3. CHILDREN Moving on HOTEL Premises and in HOTEL AREA

44. CHILDREN of up to six (6) years of age may move around HOTEL premises or HOTEL AREA only when accompanied with an adult (minimum 18 years of age) and shall not be left unguarded on HOTEL premises, including HOTEL ROOM and its balconies or in HOTEL AREA without being supervised by an adult (minimum 18 years of age).

Clause XII

Liability of PROVIDER Acting as SELLER for the Defects of the Paid SERVICE or Sold Product

1. PROVIDER shall be liable for **any defects of the paid SERVICE** or sold product.
2. The applicable complaint policy shall be kept in a visible place in HOTEL accessible for Consumer and published on HOTEL'S website: <https://www.hotelchopok.sk/>.

Clause XIII

Liability for Damage Caused by PROVIDER

1. PROVIDER shall not be held liable for any damages to CUSTOMER'S property that CUSTOMER caused by their own intentional or indifferent acts (by failure to act).
2. PROVIDER shall be liable for any damages to the belongings taken onto HOTEL premises or stored on HOTEL premises under a particular CONTRACT, these BTCs and the provisions of Section 433 et seq. of Civil Code as amended. ORDERING PARTY will not be entitled to compensation for any damages to jewellery, money or other valuables brought or saved in HOTEL if not handed over for safekeeping against a confirmation, yet, only to the amount stipulated in a relevant regulation of the Slovak Republic (currently within the meaning of the provision of Section 1c of Government Ordinance of the Slovak Republic No. 87/1995 Coll., i.e. not higher than: EUR 332.00).
3. By free-of-charge provision of space for placing a particular movable asset at CAR PARK or in HOTEL AREA, no custody agreement shall start to exist between PROVIDER and ORDERING PARTY (Section 747 et seq. of Civil Code as amended), not even any similar contract.
4. ORDERING PARTY shall exercise THEIR right to the compensation for damages to the belongings brought in or kept at HOTEL RECEPTION or with PROVIDER without any undue delay; this right shall cease to exist if not exercised by 15th (fifteenth) day after the day when the injured ORDERING PARTY learned about the damage (Section 436 et seq. of Civil Code as amended).

Clause XIV

Special Provisions concerning DISTANCE CONTRACTS entered into by PROVIDER AND CONSUMER

1. If a particular CONTRACT entered into by CONSUMER and PROVIDER is a DISTANCE CONTRACT for **pecuniary interest** the following applies:
 - a) CONSUMER will be entitled to withdraw from a particular DISTANCE CONTRACT **for pecuniary interest with the exception of ACCOMMODATION** without any reason stated in writing (email included) within 14 (fourteen) days as of entering into such a DISTANCE CONTRACT; the period for withdrawal from such a DISTANCE CONTRACT **for pecuniary interest** shall remain unchanged if CONSUMER sends an announcement of withdrawal from a particular DISTANCE CONTRACT **for pecuniary interest** prior to the expiration of the period for withdrawal from a particular DISTANCE CONTRACT **for pecuniary interest**;
 - b) Consumer may use the form for withdrawal from a particular DISTANCE CONTRACT for **pecuniary interest** forming Annex No. 1 hereto, **with the exception of ACCOMMODATION**;
 - c) Within 14 (fourteen) days as of the announcement. PROVIDER shall refund CONSUMER all the payments received on the basis of a particular DISTANCE CONTRACT **for pecuniary interest** or in connection with such a CONTRACT within 14 (fourteen) calendar days as of the announcement of withdrawal from a particular DISTANCE CONTRACT **for pecuniary interest**; the above, however, shall not have any effect on the provision of Clause VI, Point 3 hereof (Cancellation Policy).

2. If, based on a particular DISTANCE CONTRACT **for pecuniary interest** the provision of a particular SERVICE is to be started prior to the end of the period for withdrawal from a particular DISTANCE CONTRACT **for pecuniary interest** of if CONSUMER asks for the provision of a particular SERVICE prior to the expiration of the period for withdrawal from a particular DISTANCE CONTRACT **for pecuniary interest**, PROVIDER hereby:
- Instructs CONSUMER that by giving a consent with the initiation of rendering a particular **paid** SERVICE, prior to the expiration of the period for withdrawal from a particular DISTANCE CONTRACT **for pecuniary interest** CONSUMER shall lose the right to withdraw from DISTANCE CONTRACT **for pecuniary interest** once a particular **paid** SERVICE is fully rendered;
 - By such a request, CONSUMER also expresses THEIR explicit consent with the initiation of particular **paid** SERVICE provision prior to the end of the period for withdrawal from a particular DISTANCE CONTRACT **for pecuniary interest**; By this request, CONSUMER also confirms that THEY have been duly instructed under letter (a) of this clause hereof.
3. CONSUMER takes due note of the fact that THEY lose THEIR right to withdraw from a particular DISTANCE CONTRACT **for pecuniary interest** once a particular **paid** SERVICE is fully provided and THEY shall be obliged to pay the price of the actually achieved PERFORMANCE, i.e. a particular **paid** SERVICE:
- The moment they enter into a particular DISTANCE CONTRACT **for pecuniary interest** with PROVIDER, in which CONSUMER asked PROVIDER to render THEM a particular **paid** SERVICE if CONSUMER entered into such a DISTANCE CONTRACT **for pecuniary interest** during the period of 14 (fourteen) calendar days dedicated to withdrawal from this DISTANCE CONTRACT **for pecuniary interest**;
 - The moment a particular **paid** SERVICE is fully rendered by PROVIDER if the rendering of such a particular **paid** SERVICE started with CONSUMER'S explicit consent and CONSUMER acknowledged that THEY have been duly instructed on the fact that by expressing their consent THEY lose their right to withdraw from a particular DISTANCE CONTRACT **for pecuniary interest**.

Clause XV

Communication and Delivery

- PROVIDER has determined the following email for general communication with HOTEL: repcia@hotelchopok.sk.
- PROVIDER has determined the following email for event-related communication with HOTEL: kongres@hotelchopok.sk.
- PROVIDER has determined the following email for communication related to ACCOMMODATION : rezervacie@hotelchopok.sk.
- PROVIDER and ORDERING PARTY have agreed that the documents shall be delivered by Slovenská pošta, a. s., by dispatch service to the addresses of the registered office entered in a relevant register (Business, Trade License or other similar public registers) or of residence; or in the electronic form to the agreed email addresses. A document may also be delivered by its personal hand-over to a person authorised to receive documents on the addressee's behalf, with such receipt being confirmed by the person receiving documents in writing stating their legible name, date and signature.

The document subject to delivery shall be considered delivered :

- On the day the consignment is received by Contracting Party being the addressee;
- On the day the addressee refuses to accept the consignment;
- On the third (3rd) workday after the following at the latest:
 - Provable sending of a document as registered mail to the address of the addressee's registered office or place of residence;
 - Provable sending of documents in the electronic form to the addressee's agreed email address; for the purpose of proving the sending of documents in electronic form the evidence of such sending shall be the electronic acknowledgement of receipt generated by the addressee's electronic mail program that proves the delivery of electronic mail to the addressee's email address or addressee's written confirmation of document delivery sent to the email address of the document sender.

Clause XVI

Dispute Resolution

A. CONSUMER

1. When solving disputes arising from a particular CONTRACT or herefrom, CONSUMER will be entitled to contact a relevant entity providing alternative dispute resolution services, which is, for the purpose of the legal relations within the meaning of these PTCs, Slovenská obchodná inšpekcia (Slovak Trade Inspection).
2. CONSUMER will be entitled to resolve disputes arising from a particular CONTRACT or from these BTCs, also through the alternative dispute resolution system; the link to the alternative dispute resolution platform is http://ec.europa.eu/consumers/odr/index_en.htm.

B. CUSTOMER

3. PROVIDER AND CUSTOMER have agreed that any disputes arising from legal relations that are based on or related to a particular CONTRACT or hereto, including disputes related to the validity, interpretation or termination of a particular CONTRACT or hereof, and including disputes between PROVIDER AND CUSTOMER concerning the determining whether there is any right or legal relationship or not, shall be decided in arbitration proceedings by the Centre for Arbitration and Dispute Resolution in Europe (CADRE), registered office Zelená 2, 811 01 Bratislava, Slovak Republic.

The above arbitration proceedings shall be conducted, as per internal regulations of the arbitration court, by one arbitrator appointed as per internal regulations of the Centre for Arbitration and Dispute Resolution in Europe (the internal regulations published at the official website www.centre-adr-europe.com).

The parties shall accept the decision issued by the Permanent Court of Arbitration that will be final and binding for the parties.

The place of arbitration proceedings shall be Bratislava, the Slovak Republic..

Clause XVII Final Provisions

1. ORDERING PARTY shall observe the provision hereof; otherwise PROVIDER will be entitled to withdraw from a particular CONTRACT and to obtain the full amount - price to be paid for particular SERVICES agreed in a particular CONTRACT.
2. The validity of amendments and supplements to a particular CONTRACT and hereto shall have the written form.
3. The mutual legal relations that are not explicitly stipulated by a particular CONTRACT or by these BTCs or that arise in connection with a particular CONTRACT or particular SERVICES, shall be exclusively governed by the legislation of the Slovak Republic:
 - a) In relation to CONSUMER by the regulations of civil law, especially by Civil Code as amended;
 - b) In relation to CUSTOMER by the regulations of business law, especially by Commercial Code as amended;
 And by other generally binding legal regulations; yet, the UN Convention on Contracts for the International Sale of Goods (Vienna, 1980) and internal collision standard shall not be used for a legal relation established by a particular CONTRACT and by these BTCs.
4. In case of any differences between the provisions of a particular CONTRACT, these BTCs and non-mandatory provisions of generally binding legal regulations, the provisions of CONTRACT shall be the first to apply, followed by the provisions hereof.
5. A particular CONTRACT, these BTCs and the law of the Slovak Republic shall always prevail over any of ORDERING PARTY'S general business terms and conditions or ORDERING PARTY'S other (business) terms and conditions; yet, only on condition that PROVIDER has explicitly agreed with them.
6. These BTCs have been prepared and published in the Slovak, English and Polish languages; in case of any differences in the versions given the Slovak version shall always prevail.
7. If individual provisions of a particular CONTRACT or individual provisions hereof were or became inapplicable or ineffective it shall have no effect on the applicability or force of the remaining provisions of a particular CONTRACT and hereof.
8. These BTCs shall become effective as of 13th June 2020.

Annexes:

Annex No. 1: Withdrawal from Accommodation and Additional Services Agreement Form within the meaning of Act No. 102/2014 Coll.
as amended

Annex No. 1

**Withdrawal from Accommodation and Additional Services Agreement Form - not applicable to
ACCOMMODATION**

(within the meaning of Act No. 102/2014 Coll. as amended)

(To be filled in and sent only if you would like to withdraw from CONTRACT for pecuniary interest; **not applicable to ACCOMMODATION**)

- To: PROPERTY HOLDING, a. s., registered office: Panenská 13, 811 03 Bratislava,
Establishment: WELLNESS HOTEL CHOPOK****®, Demänovská dolina 20, 031 01 Liptovský Mikuláš
- Contact: rezervacie@hotelchopok.sk; Phone: 00421-911-611-386; 00421-917-394-510; 00421-44-559-14-90.
- I/we hereby inform you* about my/our* withdrawal from the contract for pecuniary interest concerning the given goods/contract for the provision of this paid service*:

- Date of ordering/date of receipt*:
- CONSUMER'S/CONSUMERS' forename and surname*:

- CONSUMER'S/CONSUMERS' address*:

- Date:
- CONSUMER'S signature(s)* (only if the form is submitted as a hard copy):

* Cross out if inappropriate.