

PROPERTY HOLDING a.s.

Panenská 13

811 03 Bratislava

Company Reg. No.: 36358606

VAT Registration No.: SK 2022191930

Bank connection: Tatra banka, a. s. , Account No.: SK07 1100 0000 0026 2601 2993

Entered in the Business Register maintained by the Bratislava I District Court, Section.: Sro, Insert No.: 38



Represented by:

Ing. Marián Žilinský – Chair of the Board of Directors

Mgr. Tibor Meszáros – Deputy Chair of the Board of Directors

Complaints Policy

of Wellness Hotel Chopok****

Demänovská dolina 20, 031 01 Liptovský Mikuláš

Prepared under the provisions of Act No. 40/1964 Coll. on Commercial Code as amended, Act No. 513/1991 Coll. on Business Code as amended and Act No. 250/2007 Coll. on consumer protection and on amendments and supplements to the Act of the Slovak National Council No. 372/1990 Coll. on (administrative) offences as amended

Clause 1

Basic Provisions

1. The Complaints Policy stipulates the procedure for claiming the liability for the defects of goods and services sold or provided by: PROPERTY HOLDING, a.s., registered office: Panenská 13, 811 03 Bratislava, Company Reg. No.: 36 358 606, entered in the Business Register maintained by the Bratislava I District Court, Section: Sro, Insert No.: 3871/B (hereinafter referred to as the '**Provider**' or '**Seller**') in (hotel): WELLNESS HOTEL CHOPOK****, Demänovská dolina 20, 031 01 Liptovský Mikuláš (hereinafter referred to as the '**Hotel**' or the '**Establishment**') in line with the scope of Provider's activities for the consumer (hereinafter referred to as the '**Consumer**' or the '**Customer**').
2. The Seller shall inform the Customer in a proper manner on the conditions and method of complaints procedure, including the data specifying the place to send such complaint to and warranty repairs performance.
3. The Complaints Policy is, in compliance with § 18, par. 1 of the Consumer Protection Act, displayed on a visible place that is available to the Customer.
4. By personal acceptance of a goods or provided service the Consumer agrees with the Complaints Policy and acknowledges that They have been made familiar with Its content.
5. For the purposes of the Complaints Policy under the term 'complaint' the claiming of the liability for defects of goods or services shall be understood and the term 'complaints resolution' shall mean the completion of a complaints procedure by handing the repaired goods over or by goods replacement or by the refund of the goods or service price or payment of an adequate discount from the goods or service price or written request for performance take-over or its justified refusal.

6. The Consumer's and Provider's rights shall be governed by relevant legal regulations of the Slovak Republic.

Clause 2
Rights Related to the Liability for Defects

1. In case the Customer of the WELLNESS HOTELA CHOPOK is provided with goods and/or services of lower quality or smaller scope than previously agreed or accustomed such Customer will be entitled to make a complaint concerning potential insufficiencies of the services provided and defects of the goods purchased, including the right to such defect and insufficiency elimination, goods/service replacement, completion or substitutional provision of a new service or an adequate discount from the agreed price of the services or goods paid.

Clause 3
Exercising the Rights Arising from the Liability for Defects (Complaints)

1. Should the Customer discover any reasons or facts that might be subject to complaint, They shall make a potential complaint without delay by contacting the manager's office at the Operator's Establishment, manager or other person in charge, receptionist, the hotel manager or other person in charge (hereinafter referred to as the '**Person in Charge**').
 2. When making a complaint the Customer shall submit all the relevant documents proving the provision of the service and/or acquiring of the goods (a copy of the order, invoice, cash register receipt etc.), the defect or deficiency of which is being complained about. Without a document proving the purchase the Provider will not be obliged to accept the complaint given.
 3. Complaint handling procedure:
 - 3.1 Catering services:
 - a) The insufficiencies concerning the quality of food and drinks for immediate consumption shall, first of all, be complained about to the serving waiter, the person managing the centre, manager or other person in charge. In case of a complaint concerning the quality of the food or drinks served the Consumer shall make a complaint against insufficiencies immediately after such food or drink tasting and not after eating its entire content. In case of volume or weight insufficiencies of the food or drinks served, these shall be complained about prior to starting their eating or drinking.
 - b) Foods defects shall be considered irremediable. Should there be any food and/or drink defect discovered, the Customer will have the right to require their replacement or the refund of the amount paid or the provision of a discount.
 - c) In case the quality, weight, measure or temperature of food and/or drinks is not adequate the Customer will have the right to request free of charge, proper and immediate defect elimination.
 - 3.2 Accommodation services:
 - a) Accommodation insufficiencies may be mostly complained about to the receptionist without delay. The rights to complain about accommodation insufficiencies shall cease to exist if not exercised within 6 months from service provision.
 - b) The Customer will be entitled to request free-of-charge, proper and timely insufficiency elimination, namely: (i) Replacement of defective room equipment or providing additional small room equipment, (ii) should it be impossible to

eliminate an insufficiency of technical nature in the room given to the Customer (failure of the heating system, low water pressure, hot water issues, failure of power supply etc.), provision of a different room of the same standard as the room initially provided, and, if the manager is not able to provide the Customer with some other, substitute accommodation and if the room is provided to the Customer despite the insufficiencies mentioned, the Customer will be entitled to a discount from the basic accommodation price upon mutual agreement or to withdraw from the contract before staying overnight and to get a refund of the accommodation price paid, (iii) if, due to a unilateral decision of the manager accommodation changes substantially compared to the accommodation services confirmed in the contract and the Customer does not agree with alternative accommodation, They will have the right to withdraw from the contract before staying overnight and to be given the refund of the amount paid.

3.3 Wellness services:

- a) Wellness services may be complained about to the managing employee of the centre, manager or another person in charge.
 - b) The Customer will be entitled to complain about the service only while being provided with such service. The Customer will not have the right to any refund or discount from the price of the service provided if doing so once the service was already provided.
4. As regards accommodation and catering services the Customer will be entitled to free-of-charge and proper and timely defect elimination or quality standard replacement or improvement in the scope under Ordinance of the Ministry of Economy of the SR No. 277/2008 Coll., if the Provider is not subjected to inadequate costs considering the price of a goods or a service or criticality of the defect (insufficiency) given. The method of such defect elimination shall be decided by the Provider.
 5. Should the nature of the goods and/or service subject to complaint requires so, it is necessary that the Customer submits the object, the defect of which is being complained about when making a complaint.
 6. The person in charge shall write the Customer's complaint in a letter of complaint stating the objective circumstances of such complaint.
 7. Following a thorough review of the complaint given, the Person in Charge shall decide upon complaint handling methods without delay or within 3 days should the case be of a complicated nature. If the person in charge refuses to consider the complaint as justified, they will forward the complaint and all the source documents immediately to the hotel director, who shall settle the complaint without delay or in 3 days should the case be of a complicated nature. If it is necessary to have the insufficiency subject to complaint reviewed by an expert the period for such complaint handling shall be 30 days. The person appointed to settle the complaint shall issue a written document proving complaint settlement within 30 days from the day the complaint was raised at the latest. This written document is a copy of the letter of complaint, on which the part for complaint settling is filled in, a letter containing a written statement informing on complaint settling or a text message containing information on complaint settling with written confirmation of its sending.

Clause 4
Periods for Exercising Rights Arising from the Liability for Defects

1. The Customer shall make a complaint immediately, without any undue delay, otherwise the right to make a complaint shall cease to exist. The warranty periods are stipulated in the provision of § 620 et seq. of the Commercial Code.

Clause 5
Customer's Collaboration in the Course of the Complaint Procedure

1. The Customer shall be personally involved in the complaints proceedings and shall provide all the objective information concerning the service provided. Should the nature of the matter require to do so, the Customer will enable the employees to access the premises They have been provided for temporary accommodation for the employees to see whether the complaint is well-founded.

Clause 6
Alternative Dispute Resolution

1. Alternative dispute resolution may only be available to the Customer - natural person that, when concluding and meeting the conditions of Their contract, does not act within the scope of Their business activities, employment or occupation (hereinafter also referred to as '**Consumer**').
2. The alternative dispute resolution entity (hereinafter referred to as „the ADR Entity) shall be the authority of alternative dispute resolution and the authorised legal entity listed under § 5, par. 2 of Act No. 391/2015 Coll. on alternative resolution of disputes with consumers and on amendments and supplements to certain acts as amended (hereinafter referred to as '**ADR Act**'). The authority of alternative dispute resolution shall be the Regulatory Office for Network Industries, the Regulatory Authority for Electronic Communications and Postal Services and Slovak Trade Inspection. The Slovak Trade Inspection will also act as a 'residual entity', which means that it will even be entitled to settle the disputes without the competence of other authorities being determined, the disputes arising from financial service provision excluded. The list of entities for the alternative resolution of disputes with consumers can be seen on the website of the Ministry of Economy of the SR – www.mhsr.sk
3. The Consumer shall use all the possibilities defined by law prior to turning to the relevant ADR Entity; They will, for example, exercise their right in the complaint proceedings.
4. Alternative dispute resolution shall only apply to the disputes between the Consumer and the Provider arising from a contract concluded with the Consumer or related to such contract. Alternative Dispute Resolution shall not apply to the disputes, where the value of the dispute is lower than EUR 20.00. The legislation applies to both the 'national' and 'transnational' disputes, i.e. disputes between foreign consumers and the sellers running their business in the territory of the Slovak Republic.

5. Act No. 391/2015 Coll. on alternative resolution of disputes with consumers and on amendments and supplements to certain acts as amended (hereinafter referred to as he „ADR Act“) shall not apply to:
 - a) Disputes, in which the Seller exercises Their right towards the Consumer;
 - b) Communication between the Consumer and the Seller concerning the exercise of Consumer’s rights and the settlement of a dispute with the Consumer the parties had before the Seller was asked for remedies by the Consumer;
 - c) Disputes being solved by the Seller or a third party that is in employment or similar legal relation with the Seller.
 - d) Disputes related to the services of public interest provided free of charge;
 - e) Disputes related to the provision of health care or to the services concerning health care provision;
 - f) Disputes related to the provision of higher education or further education by public or state universities.
6. Each Consumer will have the right to contact the ADR Entity or, should the case be of transnational nature, the relevant European Consumer Centre in order to protect their consumer rights.
7. The Consumer will have the right to contact the Operator requesting a remedy if not satisfied with the manner, in which the Operator settled Their complaint or if believing Their rights have been breached by the Operator. If the Operator’s answer to such request is negative or if it is not replied to within 30 days from request sending, the Consumer will have the right to file a motion with the ADR Entity for alternative dispute resolution.
8. The motion may be filed by the Consumer in the manner specified by § 12 of the ADR Act; Their right to address the court shall not be affected. In order to ensure trouble-free dispute resolution, the Act requires the cooperation on the Seller/Operator’s part.
9. In the case of alternative dispute resolution, the ADR Entity shall proceed independently, impartially and with due diligence in order to settle the dispute given and shall, at the same time, consider the protection of rights and legitimate interests of the parties to dispute. The authorised natural person, to whom the request is assigned by the entity of alternative dispute resolution shall immediately inform the alternative dispute resolution entity on any fact that might influence its independence or impartiality. The ADR Entity shall proceed so as to settle the dispute as soon as possible. It shall also prevent any unnecessary delays and act in an economic manner without any unnecessary or unreasonable interference of the parties to dispute or other entities and shall, at the same time, make an effort to reach amicable dispute resolution. The ADR Entity shall settle a dispute within 90 days from the day of such dispute initiation. In particularly complicated cases, the ADR Entity may, even repeatedly, extend the period by 30 days and shall inform the parties to dispute on the extension while stating the reason for such extension.
10. Should it arise from the thorough review of all the discovered facts and statements of the parties to dispute that the parties would like to resolve their dispute amicably, the ADR Entity shall prepare a draft dispute resolution agreement. The ADR Entity shall deliver the draft agreement to the parties to dispute; these may decide whether they agree with

the draft in the specified period. The agreement, which will then result from alternative dispute resolution shall be binding for the parties to dispute.

11. Should there be no agreement reached and should there be, at the same time, reasonable grounds to believe that the Consumer's rights were breached or threatened, the ADR Entity shall issue a statement of justification. Even though not binding, it may substantially support the Consumer once They decide to claim their rights by legal action.
12. The Consumer will have the possibility to terminate Their participation in alternative dispute resolution in any of its stages.
13. The ADR Entity may require that the Provider pays the fee for the initiation of alternative dispute resolution in the amount of maximum EUR 5.00, VAT included.

Clause 7
Final Provision

1. The Complaint Policy given shall become effective on
2. The Provider will have the right to change and/or modify the Complaint Policy unilaterally without informing the Customer about doing so in advance.