

Complaint Policy of Wellness Hotel Chopok**® Establishment
Demänovská dolina 20, 031 01 Liptovský Mikuláš**

prepared under the provisions of Act No. 40/1964 Coll. on Civil Code as amended, Act No. 513/1991 Coll. on Commercial Code as amended and within the meaning of Section 18, par. 1 of 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 I
Basic Provisions**

1. This complaint policy shall govern the actions of a natural person - consumer (hereinafter referred to as "**Consumer**") taken towards the provider - seller: PROPERTY HOLDING, a. s., registered office: Panenská 13, 811 03 Bratislava, Company ID: 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 „**Provider/Seller**“) and concerning the defects of services and products rendered/sold by Provider/Seller in compliance with the scope of their business activities as provided by their establishments: WELLNESS HOTEL CHOPOK****®, Demänovská dolina 20, 031 01 Liptovský Mikuláš (hereinafter referred to as "**HOTEL**").
2. The Consumer's and Provider/Seller's rights shall be governed by relevant legal regulations of the Slovak Republic.
3. For the purpose of this complaint policy:
 - Complaint shall be Consumer's exercising of responsibility for a defect of a **product sold** or a **service paid** towards Provider/Seller (hereinafter referred to as "**COMPLAINT**") in compliance with Section 2 (l), of ACT;
 - **COMPLAINT** settlement shall be the completion of a complaint proceedings by Provider/Seller by handing over a repaired product, replacing a product, refunding the product purchase price, refunding a discount from the price **paid for a service rendered or product sold**, a written call for performance acceptance or justifiable rejection of the complaint concerning a defect of a **service paid** or **product sold** (hereinafter referred to as "**COMPLAINT SETTLEMENT**") in compliance with Section 2 (m) of ACT.
4. Provider/Seller shall duly inform Consumer on **COMPLAINT** conditions and method, including the data specifying the place to send **COMPLAINT** to and the performance of warranty repairs of the product sold.
5. This Complaint Policy is, in accordance with Section 18, par. 1 of Act on consumer protection and on the amendments to the Act of the Slovak National Council No. 372/1990 Coll. on (administrative) offences as amended (hereinafter referred to as "**ACT**"), kept on a visible place in **HOTEL** accessible for Consumer.
6. Consumer shall agree with Complaint Policy by **accepting the paid service or the sold product in person** and shall acknowledge that they have been made duly familiar with Its content.

**Clause II
Consumer's Rights Related to Liability for Defects**

1. Consumer has the right to be provided with the services and products of a standard quality.
2. Should **HOTEL** Consumer be provided with the services or products they **paid for** in the quality or scope reduced compared to what was previously agreed or what is usual, Consumer will be entitled to file **COMPLAINT** about any potential defects of the **services paid** or **products sold** and to have Their **COMPLAINT SETTLED**.
3. Provider/Seller shall only be held liable for **the defects of a paid service**.
As regards any paid service rendered to Consumer for a reduced price, Provider/Seller shall not be held liable for any defects for which the price of such a service was agreed to be reduced.

4. Provider/Seller shall be held liable for **the defects of a product sold** that are visible at the time of its take-over by Consumer; and if the product is not of a perishable kind Provider/Seller shall be held liable for the defects of the product occurring within the warranty period upon product take-over by Consumer.
As regards any product sold for a reduced price, Provider/Seller shall not be held liable for any defect for which the price of such a product was agreed to be reduced.
In the case of a used product Provider/Seller shall not be held liable for any of its defects that occurred due to its use or wear.
5. The warranty period for products — **not services** — shall be twenty-four (24) months; if there is a use-by date stated on a product being sold, its packaging or in a manual accompanying the product given, the warranty period shall not terminate prior to the use-by date given.
Should the product be used, Consumer and Provider/Seller may agree on a shorter warranty period, yet not shorter than twelve (12) months.
6. Upon Consumer's request, Provider/Seller shall provide warranty for the product in writing (Certificate of Warranty); if possible, considering the character of the product given, a purchase document may be issued instead of a certificate of warranty.
7. Warranty periods shall start running as of product take-over by Consumer.
The period from exercising one's right arising from liability for defects to the moment when Consumer is, upon repair completion, obliged to take the product over shall not be included in the warranty period.
If the product is subject to replacement, the warranty period shall restart running as of the moment the new product is taken over; the same applies to the cases when a part for which a warranty was given, is being replaced.

Clause III Lodging COMPLAINT

1. COMPLAINT may be lodged with Provider/Seller:
 - Only by a **consumer who has bought a particular product** from Provider/Seller if COMPLAINT concerns **the product they bought**;
 - Only by a **consumer who has bought a particular service** from Provider/Seller if COMPLAINT concerns the **service they bought**;
2. Should Consumer discover reasons and facts that might be subject to COMPLAINT concerning services paid or products sold, Consumer will be obliged to lodge a potential COMPLAINT without delay directly with the HOTEL'S establishment by which the service was rendered or the product was sold (hereinafter referred to as "CENTRE"), more precisely to file it with the person in charge of this CENTRE stated at the entry to a particular CENTRE unless stated otherwise.

Procedure of lodging COMPLAINT by Consumer

3. Catering services:
 - a) Insufficiencies related to the quality of meals and drinks served for direct consumption shall be complained about as soon as a particular insufficiency is discovered, mostly directly to the waiter serving Consumer or to the manager of CENTRE (restaurant, Lobby bar, Relax bar) prior to leaving the CENTRE COMPLAINT was lodged with at the latest (restaurant, Lobby bar, Relax bar); otherwise Provider/Seller shall not take such a COMPLAINT into consideration.
In the case of a COMPLAINT related to the quality of meals or drinks served (e.g. taste, smell, appearance), Consumer shall complain about insufficiencies right after the first tasting, yet prior to their own meal and drink flavouring with spices, ice etc. and not once the whole meal or drink is consumed; otherwise Provider/Seller shall not take such a COMPLAINT into consideration.
In the case of COMPLAINT related to the quantity of meals or drinks served (e.g. amount or weight), Consumer shall complain about the quantity-related insufficiencies of meals and drinks prior to their first tasting; otherwise Provider/Seller shall not take such a COMPLAINT into consideration.

- b) The defects of foodstuffs sold within the meaning of Section 2 (a) of Act No. 152/1995 Coll. on foodstuffs as amended shall be deemed irremediable defects. Should there be any foodstuff defect discovered in a particular meal or drink, Consumer will have the right to require their replacement or to be refunded the amount paid or a discount.
- c) If the quality, amount, weight or temperature of meals and/or drinks is not adequate Consumer will have the right to request free-of-charge, proper and immediate defect elimination.
4. Accommodation services:
- a) CONSUMER shall lodge COMPLAINT concerning insufficiencies of accommodation services with a HOTEL receptionist or an accommodation-providing CENTRE manager without delay, yet, not later than at the time of their check-out from HOTEL; otherwise Provider/Seller shall not take such a COMPLAINT into consideration.
- b) Consumer will be entitled to ask for a free-of-charge, proper and timely elimination of the insufficiencies subject to complaint related to HOTEL accommodation services:
- (i) In the case of COMPLAINT concerning defects of small hotel room equipment to have such equipment replaced or supplied;
- (ii) In the case of COMPLAINT concerning HOTEL room technical defects (e.g. heating system failure, poor water pressure, not enough hot water, power outage etc.) that cannot be eliminated within 8 (eight) hours, to be moved to another hotel room in HOTEL of the same standard as the hotel room under complaint; if the above cannot be done due to some operational reasons on Provider's/Seller's part to be either given a discount from the basic accommodation price agreed for the hotel room under complaint between Consumer and Seller/Provider in a particular Accommodation Agreement or to be entitled to withdraw from a particular Accommodation Agreement;
- (iii) In the case a hotel room of a lower standard than the one agreed by Consumer and Seller/Provider upon mutual agreement to be either entitled to a discount from the basic accommodation price of the hotel room under complaint or to be entitled to withdraw from a particular Accommodation Agreement.
5. Wellness services:
COMPLAINT concerning a defect of a wellness service paid shall be lodged with a CENTRE wellness manager or with a CENTRE keeper without delay, yet not later than at the time when leaving the wellness premises of CENTRE under COMPLAINT; otherwise Provider/Seller shall not take such a COMPLAINT into consideration.
6. Massage services:
COMPLAINT concerning a defect of a massage service paid shall be lodged with a CENTRE wellness manager or with a CENTRE keeper without delay, yet not later than at the time when leaving the room where such a massage was provided; otherwise Provider/Seller shall not take such a COMPLAINT into consideration.
7. Manicure and pedicure:
COMPLAINT concerning a defect of a manicure or pedicure treatment paid shall be lodged with a particular manicurist-pedicurist or with a CENTRE wellness manager without delay, yet not later than at the time when leaving the room in which such a manicure or pedicure treatment was provided; otherwise Provider/Seller shall not take such a COMPLAINT into consideration.

Consumer's Collaboration Concerning COMPLAINT lodging

8. Throughout the entire complaint proceedings, Consumer shall provide Seller/Provider with the cooperation necessary for proper and timely COMPLAINT SETTLEMENT, especially with the following:
- They shall take part in a complaint proceeding, provide objective information concerning a product sold or a service paid;
 - They shall state the true reason for lodging COMPLAINT concerning a product sold or service paid and shall provide the true description of the facts on which COMPLAINT is based;
 - If possible, based on the character of the product under COMPLAINT, They shall submit the product the defect of which They are officially complaining about as part of their COMPLAINT lodging;

- If possible, based on the character of the service under COMPLAINT, They shall submit a proof of poor quality related to the provision of the service paid the defect of which Consumer is officially complaining about as part of their COMPLAINT lodging;
- In the case of accommodation services being officially COMPLAINED about, they shall enable Provider/Seller/s employees to enter the HOTEL room in order to verify the grounds for Their COMPLAINT;
- They shall submit all the relevant documents proving the sale of the product or the provision of the service paid (copy of an order, invoice, cash register receipt etc.) the defect of which Consumer is officially complaining about;

Without submitting a document proving the purchase of a product or of a service issued by Provider/Seller, Provider/Seller will be not obliged to accept Consumer's COMPLAINT.

Periods for lodging COMPLAINT by Consumer

9. Consumer shall lodge the COMPLAINT concerning a service paid or a product sold without delay; otherwise their right to lodge the given COMPLAINT shall cease to exist.
10. The rights related to the liability for the defects of the product sold for which a warranty period is provided shall cease to exist once not exercised within the warranty period mentioned.
11. The rights related to the liability for the defects of **perishable products sold** shall be lodged with Provider/Seller **on the day following the purchase of such a product**; otherwise these Consumer's rights shall cease to exist.
12. If Consumer was sold a previously used product the Consumer's rights related to the liability for the defects of such a product, if not exercised by Consumer towards Provider/Seller within the period of twenty-four (24) months as of the day Consumer took such a used product over from Provider/Seller or until a shorter warranty period Consumer and Provider/Seller agreed upon is over, shall cease to exist.

Provider/Seller's Procedure Concerning COMPLAINT Lodging

13. Provider/Seller shall record COMPLAINT lodged by a particular Consumer in a letter of complaint stating the exact content of COMPLAINT and the method of such COMPLAINT SETTLEMENT required by Consumer.
14. Upon lodging COMPLAINT concerning the product sold to or a service paid by Consumer, Provider/Seller shall instruct Consumer on their rights under a general regulation ([Sections 622 and 623 of Civil Code](#)).

Method of COMPLAINT SETTLEMENT

15. Assuming that, in respect of the price of a product sold or a service paid or the severity of a defect (insufficiency), no unreasonable expenses incur to Provider/Seller concerning the price of a product sold or service paid or the severity of a defect (insufficiency), Consumer will be, when officially complaining about accommodation or catering services, entitled to free-of-charge, proper and timely elimination of the defects under COMPLAINT or to the replacement or provision of the quality standard of sold products or paid services in the scope stated in Decree of the Ministry of Economy of the SR No. 277/2008 Coll; the method of eliminating a defect under COMPLAINT of a product sold or service paid shall always be only decided by Provider/Seller.

Periods for COMPLAINT SETTLEMENT

16. On the basis of a Consumer's decision about which of Their rights They exercise, Provider/Seller shall decide upon COMPLAINT SETTLEMENT without delay, in case of any complicated cases to be settled within 3 (three) work days as of the day of COMPLAINT lodging at the latest and, in justifiable cases, especially when it is required due to a complicated technical assessment of product or service conditions, within 30 (thirty) days as of COMPLAINT lodging.
17. Upon deciding about the method of COMPLAINT SETTLEMENT by Provider/Seller, COMPLAINT shall be settled without delay, in justifiable cases such a COMPLAINT might be settled later; COMPLAINT SETTLEMENT, however, must not take longer than 30 (thirty) days as of the day IT is lodged; upon COMPLAINT

SETTLEMENT period expiration, Consumer will be entitled to withdraw from Agreement or to have Their product replaced with a new one.

18. Provider/Seller shall issue a written document proving COMPLAINT SETTLEMENT within 30 (thirty) days as of the day of such COMPLAINT lodging; even a copy of the letter of complaint with the 'complaint settlement' box checked or a letter, email or text message containing written information on COMPLAINT SETTLEMENT with a written confirmation of their sending shall be deemed such a written document.

Clause IV

Alternative Dispute Resolution

1. Should Consumer be dissatisfied with the method of COMPLAINT settlement by Provider/Seller or should Consumer think Provider/Seller has breached Their consumer rights, Consumer will be entitled to ask Provider/Seller for a remedy; if Provider/Seller rejects such a request or does not reply within 30 (thirty) days as of request sending, Consumer will be entitled to lodge a motion for alternative dispute resolution with a relevant body; however, before Consumer approaches the relevant alternative dispute resolution body Consumer shall use all the other possibilities of their consumer right protection stipulated by law, e.g. they will exercise their right in a complaint proceedings.
2. Alternative dispute resolution is stipulated by 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“); It shall not apply to:
 - a) Disputes, in which Seller exercises Their right towards Consumer;
 - b) Communication between Consumer and Seller concerning the exercise of Consumer's rights and the settlement of a dispute with Consumer that the parties had before Seller was asked for remedies by Consumer;
 - c) Disputes being solved by Seller or a third party that is in employment or similar legitimate relation with 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.
3. Alternative dispute resolution may only be available to Consumer - natural person that, when entering into and meeting the conditions of Their agreement, does not act within the scope of Their business activities, employment or occupation.
4. Alternative dispute resolution shall only relate to disputes between Consumer, foreign consumers included, and Seller/Provider in the territory of the Slovak Republic, arising from or related to a consumer agreement; alternative dispute resolution shall, however, not apply to **the disputes for which the value of such a dispute is smaller than EUR 20.00.**
5. In the case of a cross-border dispute, Consumer will have the right to contact European Consumer Centre: <https://esc-sr.sk/en/> which will provide Them with the mail-to address, electronic address of the alternative dispute resolution body or the phone number of the alternative dispute resolution body with the competence related to the given consumer dispute.
6. The body of alternative dispute resolution in the Slovak Republic (hereinafter referred to as "ADR Body") shall be:
 - a) Authorised legal entity entered in the list under Section 5, par. 2 of Act No. 391/2015 Coll. on alternative dispute resolution and on amendments and supplements to certain acts as amended; the list of alternative dispute resolution bodies can be found on the website of the Ministry of Economy of the SR: <https://www.mhsr.sk/>;
 - b) Body of alternative dispute resolution which, under Section 5, par. 2 of ADR Act, are as follows: Regulatory Office for Network Industries, 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 disputes without the competence of other authorities being determined, the disputes arising from financial service provision excluded.

7. An ADR motion may be filed by Consumer in the manner specified in Section 12 of ADR Act; Their right to address the court shall not be affected. In order to ensure trouble-free dispute resolution, ADR Act requires the cooperation on Provider/Seller's part.
8. ADR Body may request that Provider pays the fee for the initiation of alternative dispute resolution in the amount of maximum EUR 5.00 (five), VAT included.
9. During alternative dispute resolution, Consumer shall cooperate with the alternative dispute resolution body in order to quickly resolve the dispute.
10. In the case of alternative dispute resolution, ADR Body 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 body of alternative dispute resolution shall immediately inform the alternative dispute resolution body on any facts that might influence its independence or impartiality. ADR Body 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 involvement of the parties to dispute or other entities and shall, at the same time, make an effort to reach amicable dispute resolution. The ADR body shall settle a dispute within 90 (ninety) days from the day of such dispute initiation. In particularly complicated cases, ADR Body may, even repeatedly, extend the period by 30 (thirty) days and shall inform the parties to dispute on the extension while stating the reason for such an extension.
11. 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, ADR Body shall prepare a draft dispute resolution agreement and shall deliver it to the parties to dispute so that the both of them can decide within the determined period whether to agree with the given draft agreement.
12. The agreement, which will then result from such alternative dispute resolution shall be binding for the parties to dispute.
13. Should there be no agreement on alternative dispute resolution reached and should there, at the same time, be reasonable grounds to believe that Consumer's rights have been breached or threatened, ADR Body shall issue a statement of justification.
14. Consumer will have the possibility to terminate Their participation in alternative dispute resolution in any of its stages.

Clause VII
Final Provision

1. This Complaint Policy is available on HOTEL'S website: <https://www.hotelchopok.sk/>.
2. Provider/Seller reserves the right to change and/or modify Complaint Policy unilaterally without informing Consumer about doing so in advance.
3. Complaint Policy given shall become effective on 01.07.2020

Bratislava, date: 25.06.2020

Ing. František Hirner
Chair of Board of Directors
PROPERTY HOLDING, a. s.

JUDr. Tibor Mészáros
Deputy Chair of Board of Directors
PROPERTY HOLDING, a. s.