



WELLNESS HOTEL CHOPOK**®**
Accommodation and Additional Services Agreement
(Section 754 et seq. of Civil Code as amended)

Accommodation provider:

Business name: **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: Sro, Inset No. 3871/B
Represented by: RNDr. Tomáš Podhor, Director of WELLNESS HOTEL CHOPOK****®
Bank account No. (IBAN): SK07 1100 0000 0026 2601 2993 (Tatra banka, a. s.)
e-mail: recepacia@hotelchopok.sk
Phone: +421-911-611-386; +421-917-394-510; +421-44-559-14-88
(hereinafter referred to as "**ACCOMMODATION PROVIDER**")

and

Ordering party:

Forename and surname:

Type/name of room and number of individuals:

Accommodation period:

ID card or passport No.:

(hereinafter referred to as "**ORDERING PARTY**")

(ORDERING PARTY and ACCOMMODATION PROVIDER hereinafter jointly referred to as "**PARTIES**"; and individually as "**PARTY**")

WHEREAS

1. ACCOMMODATION PROVIDER is the owner of the hotel: "**WELLNESS HOTEL CHOPOK****®**", address: Demänovská Dolina 20, 031 01 Liptovský Mikuláš (hereinafter referred to as "**HOTEL**"), in the individual establishments of which (hereinafter referred to as "**CENTRES**") paid accommodation services and other additional services currently offered by ACCOMMODATION PROVIDER are rendered; the current scope and range of services and the current conditions of their rendering (especially the accommodation policy and rules) are stated on ACCOMMODATION PROVIDER'S HOTEL website: <https://www.hotelchopok.sk/> or in a particular quotation sent to ORDERING PARTY.
2. ORDERING PARTY is interested in the paid provision of HOTEL accommodation services and other additional services offered by ACCOMMODATION PROVIDER.
3. Due to the above stated, PARTIES conclude this Accommodation and Additional Services Agreement (hereinafter referred to as "**AGREEMENT**").

Clause I

Subject of AGREEMENT

1. The subject of AGREEMENT is the paid provision of accommodation services as well as other additional services rendered by ACCOMMODATION PROVIDER to ORDERING PARTY with such additional services being the services depending on accommodation services (Section 52a, par. 2 of Civil Code as amended) unless agreed otherwise between PROVIDER and ORDERING PARTY in writing.
2. The PARTIES' rights and obligations not stipulated herein shall be governed by ACCOMMODATION PROVIDER'S applicable Business Terms and Conditions forming an integral part hereof and having the form of AGREEMENT'S Annex No. 3 (hereinafter referred to as "**BUSINESS TERMS AND CONDITIONS**") which are also available on HOTEL'S website: <https://www.hotelchopok.sk/>, and by HOTEL'S Operating Rules (Act No. 355/2007 Coll. on protection, support and improvement of public health as amended); at the same time, ORDERING PARTY is obliged to follow the Operating Rules of individual CENTRES and the instructions given by HOTEL employees (hereinafter referred to as "**INSTRUCTIONS**").

Clause II

Accommodation Services

1. PARTIES have agreed that, on the basis of AGREEMENT, ACCOMMODATION PROVIDER shall provide ORDERING PARTY with temporary accommodation in HOTEL (hereinafter referred to as "**ACCOMMODATION**") in the room stated in the heading hereof (hereinafter referred to as "**ROOM**") for the period stated in the heading hereof (hereinafter referred to as "**ACCOMMODATION PERIOD**") for which ORDERING PARTY will pay within the meaning of point 2 of this clause.
2. The current price of ACCOMMODATION per 1 (one) night is stated in ACCOMMODATION PROVIDER'S applicable price list available at HOTEL'S reception and on HOTEL'S website: <https://www.hotelchopok.sk/> (hereinafter referred to as the "**PRICE OF ACCOMMODATION**").
3. The PRICE OF ACCOMMODATION is due on the day when ORDERING PARTY checks in for accommodation at the latest unless otherwise agreed by PARTIES; a potential advance payment to the PRICE OF ACCOMMODATION paid to ACCOMMODATION PROVIDER by ORDERING PARTY prior to entering into AGREEMENT shall be included in the paid PRICE OF ACCOMMODATION unless agreed otherwise by PARTIES.



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4. ACCOMMODATION PROVIDER shall hand ROOM over to ORDERING PARTY in the conditions enabling its proper use and shall ensure that ORDERING PARTY will be exercising their rights related to ACCOMMODATION without any inconveniences.
5. ACCOMMODATION PROVIDER'S responsibility for the things brought into accommodation facilities shall be governed by the provision of Section 758 of Civil Code as amended.
6. ORDERING PARTY has the right to use ROOM and circulation areas of HOTEL as well as the right to be provided with the services and activities the rendering of which relates to ACCOMMODATION, including other ordered additional services (Clause III hereof) that ORDERING PARTY ordered or will order during ACCOMMODATION PERIOD (hereinafter referred to as "**RIGHT OF USE**").
7. Apart from ORDERING PARTY, RIGHT OF USE shall only be given by ACCOMMODATION PROVIDER to a pre-approved third party or a person stated in ACCOMMODATION PROVIDER'S house register (hereinafter referred to as "**THIRD PARTY**").
8. ORDERING PARTY shall inform ACCOMMODATION PROVIDER in advance on the number of THIRD PARTIES to be given RIGHT OF USE and on their relationship with ORDERING PARTY; ORDERING PARTY shall provide ACCOMMODATION PROVIDER with the identification cards or other relevant documents identifying THIRD PARTIES.
9. Within the meaning hereof and of INSTRUCTIONS, ORDERING PARTY shall inform THIRD PARTIES on their rights and obligations without delay; ORDERING PARTY shall be held liable for the proper exercise of RIGHT OF USE within the meaning hereof and of INSTRUCTIONS by THIRD PARTIES and for any potential damages caused by THIRD PARTIES when exercising their RIGHT OF USE in conflict herewith or with INSTRUCTIONS.
10. ORDERING PARTY AND THIRD PARTIES shall not change or modify the equipment or fittings and fixtures in ROOM or in HOTEL, including the rearrangement of furniture or other movables in ROOM or HOTEL without ACCOMMODATION PROVIDER'S prior consent.
11. ORDERING PARTY undertakes to use ACCOMMODATION in compliance with BUSINESS TERMS AND CONDITIONS, HOTEL Operating Rules and INSTRUCTIONS.

Clause III

Additional Services

1. PARTIES have agreed that ACCOMMODATION PROVIDER shall, on the basis hereof, render ORDERING PARTY paid or free-of-charge additional services within the meaning of point 2 of this clause of the scope and range stated in a particular package currently offered by ACCOMMODATION PROVIDER; however, these shall only be rendered in connection with the current opening hours of individual CENTRES providing additional services in HOTEL (current opening hours of individual CENTRES are available at HOTEL'S reception and on ITS website: <https://www.hotelchopok.sk/> and at each entry to a particular CENTRE); the first breakfast ORDERING PARTY is entitled to shall be served after the first night of the agreed ACCOMMODATION PERIOD and the last dinner on the second last day of the agreed ACCOMMODATION PERIOD unless agreed otherwise by PARTIES (hereinafter referred to as "**ADDITIONAL SERVICES**").
2. The price of individual ADDITIONAL SERVICES is stated in ACCOMMODATION PROVIDER'S applicable price list available at HOTEL reception and on ITS website: <https://www.hotelchopok.sk/> (hereinafter referred to as "**ADDITIONAL SERVICE PRICE**").
3. ADDITIONAL SERVICE PRICE shall be due on the day when ORDERING PARTY checks in for accommodation at the latest unless agreed otherwise by PARTIES; a potential advance payment to the ADDITIONAL SERVICE PRICE paid to ACCOMMODATION PROVIDER by ORDERING PARTY prior to entering into AGREEMENT shall be included in the paid ADDITIONAL SERVICE PRICE unless agreed otherwise by the PARTIES.
4. ORDERING PARTY undertakes to use ADDITIONAL SERVICES in compliance with BUSINESS TERMS AND CONDITIONS, Operating Rules of individual CENTRES providing ADDITIONAL SERVICES (The currently valid Operating Rules are available at receptions and on HOTEL'S website: <https://www.hotelchopok.sk/> and at each entry to a particular CENTRE) and INSTRUCTIONS.

Clause IV

ACCOMMODATION AND ADDITIONAL SERVICE Termination

End of Agreed ACCOMMODATION PERIOD

1. ACCOMMODATION shall end on the date of the agreed ACCOMMODATION PERIOD expiration at the latest.

ORDERING PARTY'S withdrawal from AGREEMENT

2. Prior to ACCOMMODATION PERIOD expiration, ORDERING PARTY may ask to terminate AGREEMENT any time, even without any reason stated, in the form of a written withdrawal from AGREEMENT delivered to the hands of ACCOMMODATION PROVIDER (the electronic form of delivery included); however, if this is the case, ORDERING PARTY shall, within the meaning of Section 759, par. I of Civil Code as amended compensate ACCOMMODATION PROVIDER for the harm/damage caused by their early termination of ACCOMMODATION AGREEMENT (pay ACCOMMODATION PROVIDER THE ACCOMMODATION AND ADDITIONAL SERVICES PRICE) within the meaning of "cancellation policy" stated in clause VI of BUSINESS TERMS AND CONDITIONS.
3. In order to withdraw from AGREEMENT ORDERING PARTY may use the form representing Annex No. I hereto; moreover, it is also available on HOTEL'S website: <https://www.hotelchopok.sk/>.

ACCOMMODATION PROVIDER'S withdrawal from AGREEMENT

4. Prior to agreed ACCOMMODATION PERIOD expiration, ACCOMMODATION PROVIDER may terminate this AGREEMENT due to good manners or the provisions hereof or INSTRUCTIONS being substantially breached by ORDERING PARTY OR THIRD PARTIES in the form of a written withdrawal from AGREEMENT given to the hands of ORDERING PARTY (the electronic form of such withdrawal delivery included); the possibility of PARTIES to withdraw from AGREEMENT under Civil Code for other reasons than those stated herein shall not be affected by the above-stated provisions.



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5. PARTIES have agreed that upon any ACCOMMODATION termination ORDERING PARTY shall return all the keys or other means of access (e. g. chip cards) to ROOM and other movable assets that ORDERING PARTY was given temporarily to be used for the period of AGREEMENT duration for the purpose of AGREEMENT fulfilment by ACCOMMODATION PROVIDER.
6. In compliance with Section 52a, par. 2 of Civil Code as amended, PARTIES have agreed that the moment of ACCOMMODATION termination shall also automatically be the moment when ADDITIONAL SERVICES as services dependent on ACCOMMODATION will terminate if not agreed otherwise by PARTIES in writing; it shall also be the moment when ACCOMMODATION PROVIDER'S obligation under AGREEMENT or other agreements related hereto and entered into by ACCOMMODATION PROVIDER and ORDERING PARTY shall terminate.

Clause V
Final Provisions

1. AGREEMENT represents a full agreement of PARTIES related to the subject HEREOF and fully replaces any previous arrangements or proposals stated in correspondence or as part of negotiations, be it oral or in writing, that were entered into by PARTIES prior to entering into to AGREEMENT.
2. Any amendments or supplements hereto may only have the form of written appendices agreed upon by PARTIES expressing the PARTIE'S will to do as agreed in the same document.
3. Should any of the provisions hereof become inapplicable, the remaining provisions herein shall not be affected.
4. The legal relations not stipulated herein shall be governed by HOTEL'S Business Terms and Conditions (including HOTEL'S Accommodation Policy and Rules as their part) which form an integral part hereof and can be found on the following website: <https://www.hotelchopok.sk/>, and by the provisions of Civil Code as amended.
5. This AGREEMENT has been made out in two (2) counterparts; of which each of the PARTIES shall be given one (1).
6. AGREEMENT shall become applicable and effective as of the day of its signing by all the PARTIES.
7. PARTIES hereby declare that the content hereof corresponds to the conclusion of AGREEMENT as free act and deed and add their hand-written signatures to demonstrate their consent.
8. By their signature, ORDERING PARTY acknowledges that, within the meaning of Section 19 and Section 20 of Act No. 18/2018 Coll. on personal data protection and on amendments and supplements to certain acts as amended and Articles 13 and 14 of Regulation of the European Parliament and of the Council (EU) 2016/679 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (GDPR), they have been informed on their rights, on the acquiring, processing and protection of personal data and on the access to personal data and, when having marked a relevant box in Annex No. 2, ORDERING PARTY hereby agrees with the processing of their personal data in the scope under Instructions Related to Personal Data Protection and Consent with Personal Data Protection stated in Annex No. 2.

Annexes:

Annex No. 1: Withdrawal from Agreement Form

Annex No. 2: The information on processing of personal data and the processing of personal data consent of a customer (GDPR)

Annex No. 3: Business Terms and Conditions –WELLNESS HOTEL CHOPOK****®, effective as of 01.07.2020; if provided or sent to ORDERING PARTY by electronic mail, their hard copy shall not be prepared

Demänovská dolina, date:

Demänovská dolina, date:

ACCOMMODATION PROVIDER:

ORDERING PARTY:

RNDr. Tomáš Podhor
Director of WELLNESS HOTEL CHOPOK****®
Given full powers to represent
PROPERTY HOLDING, a. s.



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Annex No. I

Withdrawal from Accommodation and Additional Services Agreement Form
-WELLNESS HOTEL CHOPEK***®,**
Demänovská dolina 20, 031 01 Liptovský Mikuláš
(To be filled in and sent only if you would like to withdraw from AGREEMENT)

- To: PROPERTY HOLDING, a. s., registered office: Panenská 13, 811 03 Bratislava, Establishment: WELLNESS HOTEL CHOPEK*****®, Demänovská dolina 20, 031 01 Liptovský Mikuláš (hereinafter referred to as "**HOTEL**").
- Contact details: rezervacie@hotelchopok.sk; tel.: 00421-911-611-386; 00421-917-394-510; 00421-44-559-14-90.
- I hereby state that as ORDERING PARTY I withdraw from Accommodation and Additional Services Agreement with WELLNESS HOTEL CHOPEK*****®, Demänovská dolina 20, 031 01 Liptovský Mikuláš (hereinafter referred to as "**CONTRACT**").
- Date of entering into AGREEMENT:
- HOTEL room number:
- ORDERING PARTY'S forename and surname:
- ORDERING PARTY'S address:
- Date:
- ORDERING PARTY'S signature (only if submitted as a hard copy):



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Annex No. 2

Instructions Related to Personal Data Processing and Consent with Such Data Processing

Information on Personal Data Processing

For information system: IS registration of hotel guests

Information on the processing of data subjects' personal data pursuant to §19 and §20 of Act No. 18/2018 Coll. on personal data protection and on amendments and supplements to certain acts (hereinafter referred to as "Act") and the articles 13 and 14 of Regulation of the European Parliament and of the Council (EU) 2016/679 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (hereinafter referred to as "Regulation")

The objective of this text is to provide you with the information on what personal data is processed, how it is handled, for what purposes it is used, to whom it can be provided, and where you can get the information on your personal data and exercise your rights related to personal data processing.

Identification and contact data:

The controller processing your personal data is PROPERTY HOLDING, a. s., Panenská 13, 811 03 Bratislava, Company Reg. No.: 36 358 606.

Contact details of the person in charge of personal data processing:

Ing. Dominik Bartko, dpo3@proenergy.sk, 0948 940 449

1. Purpose of personal data processing and legal basis of such processing

The purpose of personal data processing is to keep records of hotel guests in compliance with and on the basis of:

- Section 13, paragraph 1, letter b) and c) of Act No. 18/2018 Coll. on personal data protection and on amendments and supplements to certain acts;
- According to Act No. 253/1998 of Coll. on notification of citizen residency and on the Population Register of the Slovak Republic as amended, in the following scope: forename and surname, ID card or passport number, address of permanent residence and stay duration for the purposes stipulated in the act;
- According to Act No. 404/2011 of Coll. on the residence of foreign nationals and on amendments and supplements to certain acts as amended, in the following scope: forename and surname, date and place of birth, citizenship, place of permanent residence, purpose of their stay, passport number and other passport data, visa number, address of their stay in the Slovak Republic, name of the person/entity providing accommodation, signature and forenames and surnames of the children travelling with such foreign nationals for the purposes stipulated in the act (should the guest be a citizen of a third country);
- According to Act No. 404/2011 of Coll. on the residence of foreign nationals and amendments and supplements certain acts as amended, in the following scope: forename and surname, date of birth, citizenship, passport or ID card number and other data and signature for the purposes stipulated in the act (should the guest be a citizen of the European Union or a relative of a Union citizen);
- According to Act No. 582/2004 Coll. on local taxes and fees for municipal and other small construction wastes as amended and in the scope stipulated in the currently applicable generally binding legal regulation of the Demänovská Dolina village/municipality (the 1st January 2017, in the following scope: forename and surname, ID card or passport number, place of permanent residence, dates of guest arrival and departure specified in generally binding legal regulation of the municipality No. 03/2016);

The personal data is processed for the purpose of accommodation agreement fulfilment and for the hotel operator's obligations.

Legitimate interests of the controller or a third party

Personal data shall not be processed for the purpose of the controller's or third party's legitimate interests.

2. Identification of the data subjects' processed personal data

Data subjects, the personal data of whose is being processed: persons staying in the Wellness Hotel Chopok****, Demänovská Dolina 20, 031 01 Liptovský Mikuláš;

Scope of the personal data processed: within the meaning of the above stated legal regulations.

3. Identification of recipients, categories of recipients

The controller may provide personal data to authorised entities such as institutions and organisations entitled to process such data under a special legal regulation or to contracting partners (mostly processors), who are contractually bound to apply relevant warranties of processed personal data protection as follows:

Another authorised entity	Generally binding legal regulation pursuant to section 13, par. 1, letter c) of Act No. 18/2018 Coll. on personal data protection and on amendments and supplements to certain acts.
Contractual partner (based on an agreement) The actual list of contractual partners shall be placed on the hotel website, i. e. www.hotelchopok.sk .	Section 34 of Act No. 18/2018 Coll. on personal data protection and on amendments and supplements to certain acts

With data subject's consent or on the basis of their order, the data may be provided to other recipients.

4. Transfer of personal data to a third country / an international organisation

Transfer to third countries or international organisations shall not be performed.

5. Identification of the source, from which the personal data was obtained

Directly from the data subject or their legally authorised representative (in person, by email, over the phone, via the controller's web site).



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6. Period for which the personal data will be stored

The controller shall process the personal data for the period inevitable for purpose fulfilment. The data shall be kept for the period necessary for proving the fulfilment of the controller's statutory obligation as stipulated by law in point No. 1 or the Records Retention Policy of the company.

7. Profiling

The controller shall not process the personal data by profiling or by any similar method based on automated individual decision-making.

8. Rights of the data subject

The data subject has the right to ask the controller for the access to their personal data being processed, to ask for personal data correction, to ask the controller to delete their personal data or limit its processing, to object against personal data processing, to make the automated individual decision-making ineffective, profiling included, to transfer personal data and to file a motion with a supervisory authority. In case the controller processes personal data on the basis of the data subject's consent the data subject is entitled to withdraw their consent to personal data processing any time. The withdrawal of the consent, however, shall not have any effect on the lawfulness of personal data processing based on such consent prior to its withdrawal. The data subject may exercise their rights by sending an email message to the following address: marketing@hotelchopok.sk or mail to the controller's address.

9. Obligation to provide the personal data

Personal data provision is a statutory / legal requirement or a requirement necessary for entering into an agreement. The data subject shall provide their personal data; should they not do so the service would not be provided.

The processing of personal data consent

I, the undersigned, hereby grant my express and free consent to personal data processing in the following scope: forename, surname, date of birth, address of permanent residence, email address, the phone number of PROPERTY HOLDING a. s., Panenská 13, 811 03 Bratislava, Company Reg. No.: 36 358 606 for the purpose of personal data processing:

- In order to participate in the hotel benefit programme, that is for the period of my participation in the benefit programme:
I agree I disagree
- With the performance of marketing activities performed through the obtained newsletters and various hotel offers or birthday wishes:
I agree I disagree

I am aware of the fact that the given consent is voluntary and that I can withdraw it any time on the basis of my written request sent to the controller's address or via email to: marketing@hotelchopok.sk. The withdrawal of the consent, however, shall not have any effect on the lawfulness of personal data processing based on such consent prior to its withdrawal.

At the same time, I hereby state that I have been informed under the sections 19 and 20 of Act and articles 13 and 14 of Regulation on the rights and information related to the protection of my personal data provided to each information system on the hotel website, i. e. on www.hotelchopok.sk.

Demänovská Dolina, date:

Room number

Staying from / to

Guest's name

Guest's signature