



WELLNESS HOTEL CHOPOK * * * *

Contractual Terms and Conditions – Accommodation Policy and Rules

PREAMBLE:

Accommodation services shall be governed by Slovak legal order, on the basis of Slovak law and by these Contractual Terms and Conditions – Accommodation Policy and Rules (hereinafter referred to as the '**Accommodation Policy and Rules**'). By accepting accommodation services the guest also accepts the Accommodation Policy and Rules as a contractual condition concerning accommodation and shall meet their provisions. The guest shall become adequately familiar with the Accommodation Policy and Rules and their lack of knowledge shall not be taken into consideration. The Accommodation Policy and Rules will also be available at the Hotel reception: Wellness Hotel Chopok * * * * (hereinafter referred to as the „Hotel“) in Slovak, English and Polish.

I. Accommodation Terms and Conditions and Their Provisions

1. The Hotel is entitled to provide accommodation to the guest, who will check in at the Hotel reception in due form. For this purpose, the guest shall provide the Hotel employee at the reception with their ID card, passport or some other valid identification document within the meaning of Act No. 253/1998 Coll. on notification of citizen residency and the register of inhabitants of the Slovak Republic as amended and within the meaning of Act No. 122/2013 Coll. on personal data protection and on amendments and supplements to certain acts so as to check their identity upon their arrival.
2. Each guest, who is of other than Slovak citizenship (any foreigner) shall, as per Act No. 404/2011 Coll. on the stay of foreign nationals and amendments and supplements to certain acts, fill in and hand over an official stay notification form given to them by a Hotel employee upon their arrival to the Hotel receptionist, in which only true and complete information required shall be stated.
3. On the basis of the accommodation ordered, the guest can check in between 2.00 p. m. and 12.00 p. m. on the day of their arrival. Up to that moment the Hotel shall book a room for the guest unless there was a different request stated in the order and it has been confirmed by the Hotel.
4. The guest, who checks in before 6.00 a. m. or insists on the provision of accommodation before 10.00 a.m. shall pay the full price of the previous night if not agreed otherwise between the Hotel and the guest in advance.
5. The guest shall check out at 11.00 a. m. at the latest. By then, they shall make the room available if not agreed otherwise in advance on an individual basis. Should the guest fail to make the room available by 11.00 a. m., the Hotel may charge the guest for the entire following day if not agreed otherwise in advance. The room is considered available once the guest takes all their belongings off its premises, hands the keys or a hotel badge/card over at the Hotel reception and checks out with a Hotel employee in charge. The Hotel reserves the right to check the furniture and fixtures in the room (furniture, appliances, and forgotten things) and guest's payments and consumption within 1 hour from the moment the room was made available by the guest.
6. In case that the guest asks for a prolongation of their stay, they shall not be automatically given the room, in which they were initially put or to any other accommodation should the Hotel be unable to provide such accommodation for capacity or operation-related reasons.
7. In exceptional cases, the Hotel reserves the right to provide the guest with accommodation different from what was initially booked should such accommodation not be substantially different from the accommodation stated in the confirmed order.
8. The Hotel provides its guests with the services in the scope, in which these have been mutually agreed and in the scope stipulated by a relevant applicable legal regulation. The guest shall pay for their accommodation and provided services in accordance with the valid Hotel price list on the day of stay termination at the latest. The above shall have no impact on payment terms and conditions as per accommodation contracts. The price list of temporary accommodation and other services can be seen at the Hotel reception.
9. The guest shall adapt their stay in the Hotel and all the facilities and establishments of the Hotel to their health conditions and their physical and mental abilities.

II. Payment for the Accommodation Provided and Cancellation Fees

1. For the accommodation and services provided, the guest shall pay the price as per the valid Hotel price list based on a bill or invoice submitted together with the documents proving the advance payments made by the guest, however, not later than on the day of their stay termination. Should the stay take longer than seven days, the guest shall pay for the entire stay on the seventh day of such stay at the latest unless agreed otherwise between the Hotel and the guest. The bill or the invoice for the stay shall be due upon its submitting to the guest.
2. The price list of temporary accommodation and other services can be seen at the Hotel reception.
3. The Hotel reserves the right to ask the guest for an advance payment of 50 to 100% of the accommodation price. The booking shall become binding for the Hotel once the advance payment is credited to its account. The advance payment shall not be returned.
4. If the guest makes their stay shorter the Hotel shall be entitled to charge the guest with the entire amount agreed for all the days of the stay in question.
5. The Hotel shall be entitled to charge the following cancellation fines in case that the guest cancels their booking in writing, in an electronic form, over the phone or by fax in the periods below:
 - More than 28 days prior to the check-in, free of charge;
 - 28 to 15 days prior to the check-in, 30% of the accommodation price;
 - 14 to 2 days prior to the check-in, 50% of the accommodation price;
 - 100% of the accommodation price when booking less than 2 days prior to the check-in;
6. In case that the guest is fully or partially late with their payment for the accommodation booked, they shall pay an interest on late payment in the amount of 0.05% of the overdue amount for each day of such delay.

III. Hotel's and Guest's Obligations

1. The Hotel shall not be held liable for any damage to the items the guest brought to the Hotel and kept there.
2. The Hotel shall not be liable for any jewellery, money or other valuables.
3. The Hotel provides its guests with safes available in rooms, in which the guests are advised to lock their valuable items. The Hotel shall not be liable for any items kept in the guest's room safe. The use of the room safe may not be regarded as the take-over of an item by the Hotel Keeper for safekeeping.



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4. The Hotel shall inform the guest on the value of room/suite furniture and fixtures. The guest shall be held liable for any damage to the Hotel equipment or furniture and fixtures as per relevant applicable legal regulations. Should any of the Hotel furniture and fixtures get damaged or destroyed, the Hotel will be entitled to compensation for such damage in the amount of the procurement value of the destroyed or damaged furniture and fixtures. The value of the room fixtures is stated in a written list available at the Hotel reception. It is in guest's interest to ask for information on the content of such list should any equipment in the room get damaged or devalued. The guest, who acts as a representative in charge, shall be responsible for any damages caused by the minors, for whom they are accountable as well as for any damages caused by individuals or animals present on the Hotel premises, who and which stay there with the guest's consent.

5. Should any damage be caused to the Hotel furniture and fixtures by the guest, they shall compensate for such caused damage on the day of their stay termination at the latest or based on an invoice issued within 14 days as of guest's stay termination, which will be due in 10 days as of its delivery to the guest supposing that the Hotel decides on such method of compensation for the damage in question.

6. If the guest refuses to pay for the damaged or destroyed Hotel equipment as per the terms and conditions stated in clause 5 hereof, the Hotel will be entitled to charge the guest with a contractual fine of 0.05% of the outstanding payment for each day of arrears together with the interest on late payment in the amount stipulated by generally binding legal regulations.

7. The Hotel shall be held liable for skis and ski boots stored in electronic lockers dedicated to ski and ski boot storage and located in the room marked Ski Room, yet only up to the total amount of EUR 331.94, VAT included. Skis and ski boots may only be stored in the above lockers. Should the guest leave their skis or ski boots in their cars or in other than dedicated places, the Hotel shall not be held liable for any potential theft or damage to such skis or ski boots.

8. The Hotel shall not be held liable for any possible theft or damage to the motor vehicles parked next to it. The guests are recommended to make sure that they have properly locked and secured their cars. It is also recommended not to leave any personal belongings in their cars.

9. The guest shall act so as to prevent any damages to health, property, nature or environment. It is recommended to the guests to keep the entrance door of the room locked even when in the room. Before opening the door to unknown individuals, the guest will ask for their reason for entering the room and, if in doubts about their request to enter, the guest shall contact the Hotel reception immediately. Prior to leaving the room the guest shall check they closed windows and doors.

10. The Hotel shall not be held accountable for any damages caused to the guest off the Hotel premises.

IV. Catering and Selling of Alcoholic Drinks

1. On the Hotel premises, the guests shall not drink any alcoholic drinks other than those purchased in the Hotel. The individuals of over 18 years of age shall only be allowed to drink alcoholic drinks listed in the Hotel menu of beverages or wine card on the Hotel premises.

2. The guest will not be entitled to bring to the Hotel premises any alcoholic drinks or food purchased outside the Hotel.

3. The guest shall inform the Hotel staff on any serious health limitations or food restrictions; they shall report such health limitations or food restrictions either to the Hotel receptionist or the restaurant manager.

4. The staff of the Hotel will be entitled to refuse to sell or serve any alcoholic drinks to those of less than 18 years of age and those clearly under the influence of alcohol.

5. The Hotel shall serve breakfast, lunch and dinner in two of its restaurants in the time frame stated in the Hotel Operating Instructions. Outside the time frame dedicated to lunch and dinner serving, the guest may ask the staff for refreshments which will be prepared based on kitchen staff possibilities.

6. The guest shall only be allowed to eat their food in the restaurant or in the lobby bar or relax bar. It is forbidden to take food out of the restaurant after breakfast! Should the guest be interested in the consumption of food in their room, they may order such room service at the Hotel reception and this service shall be charged as per the valid Hotel price list.

7. When visiting the restaurant, the guests are recommended to wear appropriate clothes, especially at dinner time.

V. Generally Applicable Provisions

1. The place dedicated to the receiving of visitors by the guests staying in the Hotel shall be its lobby bar or some other of Hotel's social premises. The guest may only receive visits in the room provided to them upon consent given by a relevant Hotel employee in charge or Hotel management in the time from 8.00 a. m. to 10.00 p. m. A Hotel employee shall not be entitled to give any information on Hotel guests to any third parties (except for policemen who have shown proof of their identity and have proved their request for the data is justified) or to allow any third party visiting the guest without the guest's consent.

2. Without any consent given by a Hotel employee in charge or its management, the guest shall not move any interior furniture or fixtures, perform any changes and improvements to such furniture or fixtures or interfere with the grid or any other installations in any manner.

3. The guests are not allowed to use any electric appliances in the Hotel, especially in its rooms. This regulation does not apply to those electric appliances that are used for guest's/client's personal hygiene (electric shaver, massager, hair dryer etc.).

4. The guests shall not be allowed to bring anything to their room for the purpose of its storage, for which a special place was determined by the Hotel, e.g. sports equipment. The guest shall ask for the information on such item safekeeping at the Hotel reception.

5. Smoking is only allowed in the dedicated places of the Hotel. It is strictly forbidden to smoke in rooms, balconies included. It is strictly forbidden to use any narcotics or psychotropic substances.

6. The guests are strictly forbidden to use the wellness centre (pools, saunas) of the Wellness Hotel Chopok **** when under the influence of alcohol or psychotropic substances. The guests suffering from cardiovascular diseases or having any health issues or other diseases, due to which their health conditions can worsen or their life can be in danger by their stay in the pool or a sauna, shall use such sauna or pool of the wellness centre purely at their own risk and liability.

7. Parents shall be fully liable for the behaviour and safety of their children not only in the Hotel wellness centre but in the entire area of the Hotel, including the room, in which they are staying.

8. Dogs and other animals are only allowed to stay on the Hotel premises upon agreement with a Hotel employee in charge or as agreed in advance between the guest and the Hotel supposing that the guest proves such animals' medical fitness. If the guest fails to report the presence of a dog and/or another animal at the Hotel reception they



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shall pay a fine in the amount of EUR 200.00/individual animal/night. The price for providing accommodation to an animal shall be as per the applicable price list of the Hotel. As regards accommodation policy for dogs and other animals, the following measures shall apply:

- Dogs and other animals are forbidden to enter and stay in the areas, where food is stored or prepared or where meals and drinks are served;
- Dogs and other animals are forbidden to enter the premises of the Hotel wellness centre;
- Each dog shall be on a leash and shall wear a muzzle when in any of the Hotel public areas;
- Dogs and other animals shall not be allowed to rest – lie in beds or other furnishings designed for guests to rest on/in;
- The equipment used for the preparation and serving of food for the guests shall not be used for feeding animals;
- Should any damage to the room equipment be caused by an animal the guest shall fully compensate the Hotel for the damage in question; The owner of an animal and the guest, who allowed such animal to stay in the room, shall be fully liable for it.

9. Prior to leaving, the guest shall turn all the water taps off, switch the lights in the room and attachments off, close the window in the room with a terrace, lock the door and hand the hotel card in at the Hotel reception. The Hotel shall charge the guest € 4.00 for each Hotel card lost.

10. Any rubbish generated shall be separated and placed only to the containers placed at dedicated places.

11. Due to safety reasons, the Hotel recommends not to leave the children under the age of 12 without adult supervision in their room or other social premises of the Hotel.

12. In the time period between 10.00 p. m. and 06.00 a. m., the guest shall observe the noise control policy and shall not behave in the manner disturbing their neighbours. There may be social events organised on the Hotel premises, more specifically in the dedicated areas after 10.00 p. m. if agreed so with the Keeper (Hotel Keeper or their representative).

13. Should the noise control policy not be observed by the guest in their room after 10.00 p. m. and/or should the guest behave inappropriately/be disorderly on the premises of the wellness centre and despite being warned of their behaviour being inappropriate and should the guest not correct their behaviour and respect noise control policy, a Hotel employee in charge will have the right to call the security intervention unit of JAGER s. r. o. (hereinafter referred to as **'Intervention Unit'**) in order to ensure the protection and safety of all the other guests and protection of the Hotel property. The Intervention Unit shall be paid € 50.00 per hour of their response, VAT included. There shall be a report written on the reason of Intervention Unit's response and activities.

14. The guest undertakes to pay the price for any emergency response and for the period of emergency unit activity as per clause 13 hereof on the day of the termination of their stay in the Hotel on the basis of a billing document issued by the Hotel. In case the guest is late with their payment for the response and activities of the Intervention Unit as per clause 13 and 14 hereof or in case they refuse to pay the amount in question, the guest undertakes to pay the contractual fine of 0.05% of the outstanding amount for each day of arrears.

15. The guest shall not carry any gun or munitions or shall not keep those in the state enabling their immediate use while on the Hotel premises.

16. Should there be some great interest of the guests in the services of the Wellness Hotel Chopok ****, namely in additional services such as a pool table, bowling, wellness or sauna, the Hotel reserves the right to limit the entry or use of the services by the guest to 1 hour of additional service duration.

17. Any of the guests' complaints or suggestions related to Hotel activity improvement shall be submitted to the Hotel management. The suggestions and complaints book shall be available at the Hotel reception.

18. Any fines, contractual fines and/or interests on late payment as per these Accommodation Policy and Rules applied by the Hotel towards the guest shall be paid by the guest on the day of their stay termination at the latest or based on an invoice issued within 14 days as of the day of guest's stay termination, which will be due in 10 days as of its delivery to the guest supposing that the Hotel decides on such method of payment of fines and/or interests on late payment.

19. Any disputes arising from legal relations that are based on or related to this contract, including disputes related to the validity, interpretation or termination hereof and disputes between the parties on determining whether there is any right or legal relationship or not, shall be decided in arbitration proceedings by CADRE – the Centre for Arbitration and Dispute Resolution in Europe, 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 arbiter 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 contracting parties shall accept the decision issued by the Centre for Arbitration and Dispute Resolution in Europe assuming that such decision will be final and binding for the parties. The place of arbitration proceedings shall be Bratislava, the Slovak Republic.

20. The guest shall observe the provisions of the Accommodation Policy and Rules. Should the guest fail to observe the Accommodation Policy and Rules the Hotel will have the right to refuse to provide accommodation services and to withdraw from the accommodation contract before the time agreed is over. If this is the case, the Hotel shall be entitled to having the whole accommodation price paid. Subsequently, the guest shall immediately leave the room and the Hotel. The guests shall make themselves familiar with the Hotel operating and safety rules and all its facilities, including but not limited to the wellness centre, pool and saunas and shall fully comply with such rules.

21. By signing the document, the guest hereby acknowledges that they have been made familiar with all the operating instructions concerning the accommodation, catering and wellness premises of the Wellness Hotel Chopok.

22. The Hotel reserves the right to change the operating hours of individual centres in the Wellness Hotel Chopok **** based on the current season.

23. By signing this document the guest hereby confirms as per Act No. 122/2013 Coll. on personal data protection and on amendments and supplements to certain acts as amended that they have been made familiar with personal data processing and, should they tick a relevant field in Annex No. I, they hereby express their consent with their personal data processing. The content of the instructions related to personal data protection and consent with such data processing form a part of Annex No. I i.e. an integral part of these Contractual Terms and Conditions – Accommodation Policy and Rules.

Accommodation Policy and Rules valid as of

Demänovská Dolina, date:

Room number

Guest's name

Guest's signature

Tomáš Kubica
Hotel Director



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Annex No. I to the Contractual Terms and Conditions – Accommodation Policy and Rules

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

The guest (hereinafter also referred to as the "**Concerned Party**") hereby acknowledges that PROPERTY HOLDING a. s., registered office: Panenská 13, 811 03 Bratislava, Company Reg. No.: 36 358 606, entered in the Commercial Registry maintained by the Bratislava I District Court, Part.: Sa, Entry No. 3871/B (hereinafter also referred to as the "**Keeper**") processes guests' personal data under Act No. 122/2013 Coll. on personal data protection and on amendments and supplements to certain acts as amended:

- According to Act No. 253/1998 of Coll. on reporting the residency of Slovak citizens and on register of inhabitants 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 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 guests' stay, passport number and other data, visa number, address of guests' stay in the Slovak Republic, name of the person/entity providing accommodation to them, signature and forenames and surnames of 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 Coll. on the residence of foreign nationals and on amendments and supplements to certain acts, 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) for the purposes stipulated in such regulations;
- According to the accommodation agreement (Contractual Terms and Conditions – Accommodation Policy and Rules) in the scope of the personal data provided as part of the reservation process and for the purpose of accommodation agreement conclusion and performance so as to provide the ordered services and fulfil the contractual duties;
- On the basis of a consent with the processing of personal data in the following scope: forename, surname, address of permanent residence, email address and phone number, given by the guest or, in other words, the Concerned Party, this consent is given to the Keeper as free act and deed by signing the accommodation contract (Contractual Terms and Conditions – Accommodation Policy and Rules) for the purposes of marketing activity performance, especially in relation to loyalty and other programmes of the Hotel for the period of such activity performance. This consent can be taken back in the form of a written request delivered before the time, for which the consent is given, expires.

It shall be obligatory to provide personal data based on the above specified legal regulations and for the purpose of this accommodation agreement. Should the guest, in conflict with their legal duties, refuse to provide the Keeper with their personal data, the Hotel Keeper shall not provide such guest with accommodation services. It will be optional to provide personal data based on a consent given by the Concerned Party.

The Hotel Keeper shall not make the provided personal data available to the public, shall not transfer such data abroad and shall only provide/make such data accessible to state or public administration authorities specified in the above-stated or other generally binding legal regulations, especially to the Police Force of the Slovak Republic and the authorities performing tasks related to the protection of constitutional establishment, national order and safety or defence of the state and municipality acting as a tax administrator.

At the same time, the guest acting as a Concerned Party confirms by signing this agreement that they have been informed on their rights as per § 28 of Act No. 122/2013 on personal data protection and on amendments and supplements to certain acts by the Hotel Keeper, especially on:

- Their right to ask the Hotel Keeper in writing for the confirmation of their personal data being or not being processed;
- Their right to ask the Hotel Keeper in writing for the provision of information on personal data processing in the information system in a generally understandable form, exact information on the source, from which their personal data was taken to be processed and the list of their personal data subject to processing;
- Their right to ask the Hotel Keeper in writing for the correction or liquidation of their incorrect, incomplete or obsolete personal data subject to processing and for the liquidation of their personal data, the purpose of processing of which does no longer exist; should there be any official documents containing personal data subject to processing, the Concerned Party may request their sending back;
- Their right to ask the Hotel Keeper in writing to ensure the liquidation of their personal data subject to processing should any act be breached and blocking of such personal data should their consent be taken back prior to the applicability period expiration;
- the right to file a proposal for the initiation of personal data protection-related proceedings to the Office for Personal Data Protection of the Slovak Republic in case of any suspicion of illegal data processing;

Demänovská Dolina, date:

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Guest signature