



WELLNESS HOTEL CHOPEK****® 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 III City District Court, Part: Sa, Entry No. 3871/B
Establishment: WELLNESS HOTEL CHOPEK****®, 031 01 Demänovská Dolina 20
Represented by: Alena Balková, Director of WELLNESS HOTEL CHOPEK****®
Bank account No. (IBAN): SK07 1100 0000 0026 2601 2993 (Tatra banka, a. s.)
Email: recepacia@hotelchopok.sk
Phone: +421-911-611-386; +421-917-394-510; +421-44-559-14-88
(hereinafter referred to as the **"ACCOMMODATION PROVIDER"**)

and

Ordering party:

Forename and surname:

Type/name of room and number of individuals:

Accommodation period:

Identification document No. (Identity card/passport)

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

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

WHEREAS

1. The ACCOMMODATION PROVIDER is the owner of the hotel: **"WELLNESS HOTEL CHOPEK****®"**, address: Demänovská Dolina 20, 031 01 Liptovský Mikuláš (hereinafter referred to as the **"HOTEL"**), in the individual establishments of which (hereinafter referred to as **"CENTRES"**) paid accommodation services and other additional services currently offered by the 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 the ACCOMMODATION PROVIDER's HOTEL's website: <https://www.hotelchopok.sk> or in a particular quotation sent to the ORDERING PARTY.
2. The ORDERING PARTY is interested in the paid provision of HOTEL accommodation services and other additional services offered by the ACCOMMODATION PROVIDER.
3. Due to the above stated, the PARTIES enter into the Accommodation and Additional Services Agreement (hereinafter referred to as the **"AGREEMENT"**).

Clause I

Subject of AGREEMENT

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

Clause II

Accommodation Services

1. The PARTIES have agreed that, on the basis of the AGREEMENT, the ACCOMMODATION PROVIDER shall provide the ORDERING PARTY with temporary accommodation in the HOTEL (hereinafter referred to as **"ACCOMMODATION"**) in the room stated in the heading hereof (hereinafter referred to as the **"ROOM"**) for the period stated in the heading hereof (hereinafter referred to as the **"ACCOMMODATION PERIOD"**) for which the ORDERING PARTY will pay within the meaning of point 2 of the clause hereof.
2. The prices of ACCOMMODATION (and other ordered services) for the period agreed and applicable to the ORDERING PARTY is stated in the order confirmation issued by the ACCOMMODATION PROVIDER (hereinafter referred to as the **"PRICE OF ACCOMMODATION"**).



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

Clause III Additional Services

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

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



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ACCOMMODATION PROVIDER'S withdrawal from AGREEMENT

4. Prior to agreed ACCOMMODATION PERIOD expiration, the ACCOMMODATION PROVIDER may terminate the AGREEMENT due to good manners or the provisions hereof or the INSTRUCTIONS being substantially breached by the ACCOMMODATED GUESTS or THIRD PARTIES in the form of a written withdrawal from the AGREEMENT given to the hands of the ORDERING PARTY (the electronic form of such withdrawal delivery included); the possibility of the PARTIES to withdraw from the AGREEMENT under the Civil Code for other reasons other than those stated herein shall not be affected by the above-stated provisions.
5. The PARTIES have agreed that, upon any ACCOMMODATION termination, the ORDERING PARTY shall return all the keys or other means of access (e. g., chip cards) to the ROOM and other movable assets that the ORDERING PARTY was given temporarily to be used for the period of AGREEMENT duration for the purpose of AGREEMENT fulfilment by the ACCOMMODATION PROVIDER.
6. In compliance with Section 52a, par.2 of the Civil Code as amended, the PARTIES have agreed that the moment of ACCOMMODATION termination shall also automatically be the moment when ADDITIONAL SERVICES as services dependent on ACCOMMODATION and other agreements entered into by the ACCOMMODATION PROVIDER AND THE ORDERING PARTY and related hereto will terminate if not agreed otherwise by PARTIES in writing; it shall also be the moment when the ACCOMMODATION PROVIDER's obligation under the AGREEMENT or other agreements related hereto and entered into by the ACCOMMODATION PROVIDER and ORDERING PARTY shall terminate.

Clause V

Information on processing the ORDERING PARTY and THIRD PARTIES' data (GDPR) in the information system: Keeping records of accommodated guests in the IS under Sections 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 the "Act") and Articles 13 and 14 of the 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 the "Regulation")

1. The aim of the clause is to provide the ORDERING PARTY with the information on the personal data the ACCOMMODATION PROVIDER processes as a controller of data subjects' personal data processing, how such data is handled and for what purposes it is used, whom the data can be provided to, where the ORDERING PARTY and THIRD PARTIES can find the information on their personal data and where the ORDERING PARTY AND THIRD PARTIES can exercise their rights related to personal data processing.

Identification and contact data

2. The controller of the ORDERING PARTY AND THIRD PARTIES' personal data processing is the ACCOMMODATION PROVIDER, i. e., PROPERTY HOLDING, a. s., Panenská 13, 811 03 Bratislava, Company ID: 36 358 606.

Contact details of the person in charge of personal data processing

3. The person liable for the monitoring of personal data processing by the ACCOMMODATION PROVIDER is: Ing. Dominik Bartko, MBA, dpo3@proenergy.sk.

Purpose of personal data processing and legal basis of such processing

4. The objective of personal data processing is to keep records of the accommodated guests on the basis of:
 - a) Contractual and pre-contractual relations with a data subject under Article 6, par. 1(b) of the regulation and Section 13, par. 1(b) of Act No. 18/2018 of Coll. on personal data protection and on amendments and supplements to certain acts;
 - b) Special legal regulations under Article 6, par. 1(c) of the regulation and Section 13, par. 1 (c) of act, especially:
 - Act No. 253/1998 of Coll. on notification of citizen residency and on the Population Register of the Slovak Republic as amended (especially Section 24) in the following scope: forename and surname, ID card or passport number; address of permanent residence and stay duration, all that for the purposes stipulated in the act;
 - Act No. 404/2011 of Coll. on the residence of foreign nationals and on amendments and supplements to certain acts as amended (especially Section 113) in the following scope: forename and surname, date and place of birth, citizenship, place of permanent residence, purpose of their stay, passport number and details, visa number; address of their stay in the Slovak Republic, name of the person/entity providing accommodation to them, 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);
 - 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 of birth, citizenship, passport or ID card number and details and signature for the purposes stipulated in the act (should the guest be a citizen of the European Union or a member of the family of a Union citizen);
 - 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 (as of 1st January 2022) generally binding legal regulation of the Demänovská Dolina municipality (in the following scope: forename and surname, ID card or passport number, place of permanent residence, dates of guest's arrival and departure, number of nights and the amount of the collected fee specified in the applicable generally binding legal regulation on local taxes and fees for municipal and other small construction wastes valid in the territory of the Demänovská Dolina municipality).
5. Personal data is processed for the purpose of AGREEMENT performance and for the observance of the ACCOMMODATION PROVIDER's obligations considering ITS acting as a controller of data subjects' personal data processing.

ACCOMMODATION PROVIDER's legitimate interests related to ITS acting as a controller of data subjects' and third parties' personal data processing

6. No processing of data subjects' personal data shall be performed for the purpose of the ACCOMMODATION PROVIDER's legitimate interests related to ITS acting as a controller of data subjects or third parties' personal data processing.

Identification of data subjects' personal data under processing

7. Data subjects the personal data of whose is processed: persons accommodated in the Wellness Hotel Chopok****, Demänovská Dolina 20, 031 01 Liptovský Mikuláš.
8. Scope of processed personal data: within the meaning of the above stated legal regulations (subclause 4 of the clause hereof).



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Identification of recipients, categories of data subjects' personal data recipients

9. As a controller of data subjects' personal data processing, the ACCOMMODATION PROVIDER may provide personal data to authorised entities such as institutions and organisations entitled to process such data under a special legal regulation or to contractual partners (mostly controllers), 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(c) of Act No. 18/2018 Coll. on personal data protection and on amendments and supplements to certain acts.
<ul style="list-style-type: none">Contractual partner (based on a contract) ARVIN, a. s., Panenská 13, 811 03 Bratislava, Company ID: 35838426;Ing. Andrea Kubáňová, Čsl. brigády 1693/7, 031 01 Liptovský Mikuláš, Company ID: 44065264	Section 34 of Act No. 18/2018 of Coll. on personal data protection and on amendments and supplements to certain acts – entities providing accounting services to the ACCOMMODATION PROVIDER.

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

Transfer of personal data to third country / international organisation

11. Transfer to third countries or international organisations shall not be conducted.

Identification of the source from which personal data has been obtained

12. Directly from the data subject or their legally authorised representative (in person, by email, over the phone, via the ACCOMMODATION PROVIDER's web site in relation to ITS acting as a controller of data subject's personal data processing).

Period for which personal data will be stored

13. In relation to ITS acting as a controller of data subjects' personal data processing for the period necessary for given purpose fulfilment, the ACCOMMODATION PROVIDER shall keep the data for the period necessary for proving the fulfilment of the ACCOMMODATION PROVIDER's obligation related to ITS acting as a controller of data subjects' personal data as stipulated by relevant generally binding legal regulations or the ACCOMMODATION PROVIDER's registration policy.

Profiling

14. As a controller of data subjects' personal data processing, the ACCOMMODATION PROVIDER shall not process such data subjects' personal data by profiling or by any other method that is based on automated individual decision-making.

Data subject's rights

15. In relation to ITS acting as a controller of data subjects' personal data processing, the ACCOMMODATION PROVIDER may be asked by the data subject for access to their personal data being processed, for personal data correction, for deleting their personal data or limiting its processing. Moreover, the data subject has the right 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 to initiate a proceeding. In case the ACCOMMODATION PROVIDER processes personal data on the basis of the data subject's consent in relation to the ACCOMMODATION PROVIDER's acting as a controller of data subjects' personal data processing, the data subject is entitled to withdraw their consent to personal data processing any time. The withdrawal of the consent by the data subject, 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 right by sending an email message to the following address: marketing@hotelchopok.sk or by writing to the ACCOMMODATION PROVIDER's address in relation to ITS acting as a controller of data subjects' personal data processing.

Obligation to provide personal data

16. Data subjects' personal data provision is a statutory/contractual requirement or a requirement necessary for entering into the AGREEMENT.

17. The data subject is obliged to provide the ACCOMMODATION PROVIDER with their personal data; if otherwise, the service may not be duly rendered by the ACCOMMODATION PROVIDER within the meaning hereof (ACCOMMODATION; ADDITIONAL SERVICES).

18. By THEIR signature, the ORDERING PARTY acknowledges that, within the meaning of Sections 19 and 20 of Act No. 18/2018 of 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) No. 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 information related to personal data acquiring, processing and protection and on access to personal data. Moreover, the ORDERING PARTY also acknowledges that they have informed other data subjects towards whom the ORDERING PARTY acts as their legally authorised representative as well as other data subjects to whom the entering hereinto and the provision of services as per the AGREEMENT directly relates based on the content of the clause hereof (accommodation sharing individuals) – THIRD PARTIES.

Clause VI

Final Provisions

1. The AGREEMENT represents a full agreement of the PARTIES related to the subject HEREOF and fully replaces any previous arrangements or proposals stated in correspondence or mentioned within negotiations, be it oral or in writing, that had been entered into by the PARTIES prior to entering hereinto.

2. Any amendments or supplements hereto may only have the form of written appendices agreed upon by the PARTIES with the PARTIES' will to do as agreed expressed 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 the 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 the Civil Code as amended.



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5. The ORDERING PARTY may only forward or transfer their rights and obligations arising herefrom to a third party with the ACCOMMODATION PROVIDER's prior written consent.
6. The AGREEMENT has been made out in two (2) counterparts; of which each of the PARTIES shall be given one (1).
7. The AGREEMENT shall become applicable and effective as of the day of its signing by all the PARTIES.
8. The PARTIES hereby declare that the AGREEMENT has not been concluded in distress or under noticeably unfavourable conditions and that the content hereof corresponds to the conclusion of AGREEMENT as free act and deed and support their acknowledgement by their hand-written signatures.

Annexes:

Annex No. 1: Withdrawal from Agreement Form

Annex No. 2: Business Terms and Conditions – WELLNESS HOTEL CHOPEK****®, effective as of 1st July 2020; if provided or sent to the ORDERING PARTY by electronic mail, their hard copy shall not be prepared.

Demänovská dolina, date:

Demänovská dolina, date:

ACCOMMODATION PROVIDER:

ORDERING PARTY:

Alena Balková
Director of WELLNESS HOTELA CHOPEK****®
PROPERTY HOLDING, a. s.

Annex No. 1 to Accommodation and Additional Services Agreement
WELLNESS HOTEL CHOPEK**®, Demänovská dolina 20, 031 01 Liptovský Mikuláš**

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 the 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 the "**HOTEL**").
- Contact details: rezervacie@hotelchopok.sk; Phone No.: 00421-911-611-386; 00421-917-394-510; 00421-44-559-14-90.
- I hereby state that, as the ORDERING PARTY, I withdraw from the Accommodation and Additional Services Agreement entered into with the WELLNESS HOTEL CHOPEK****®, Demänovská dolina 20, 031 01 Liptovský Mikuláš (hereinafter referred to as the "**AGREEMENT**").
- 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):