



## General Terms and Conditions

### Art. I

#### Introductory provisions, purpose, and validity

1. These General Terms and Conditions are valid from 01.01.2025 and apply to Hotel Gino Park Palace\*\*\*\*, Orlové 116, 017 01 Považská Bystrica. (hereinafter referred to as the "Hotel" or "Manor House") The Operator and administrator of the Hotel is the company: EUROCOM & Co,s.r.o., Pribinova 18, 811 09 Bratislava, Company ID No.: 35761172, a company registered in the Commercial Register of Municipal Court Bratislava III, Section Sro, Insert No.: 18599/B
2. The purpose of these General Terms and Conditions (hereinafter referred to as the "GTC") is to create a legal framework for relations between the Hotel Operator and its Clients, to ensure that the Client is informed about the terms and conditions of Services provided.
3. These Terms and Conditions apply to all Services (accommodation, gastronomy, wellness, congress, and other additional Services) provided to Clients in the operation of the Manor House - Hotel Gino Park Palace\*\*\*\*.
4. These GTC form part of each contract (agreement) or order, the subject of which is the obligation of the Hotel Operator to provide certain Services to the Client and the Client's obligation to pay the agreed price for the Services provided together with the currently valid VAT rate at the time of the provision of performance.
5. The full text of the T&Cs is published on the [www.parkpalace.sk website](http://www.parkpalace.sk) and is available for inspection at the Hotel reception.
6. These GTC become binding for the Hotel on the day of their publication and for Clients ordering any Service provided by the Hotel.
7. The Services provided to the Clients of HOTEL GINO PARK PALACE\*\*\*\* are governed by generally binding legal regulations valid in the territory of the Slovak Republic, these General Terms and Conditions (hereinafter referred to as the "GTC"), which also include the Accommodation Rules and the relevant contract or confirmed order (hereinafter jointly referred to as the "Terms and Conditions"). The Client accepts the GTC as contractual terms and conditions and is obliged to comply with their provisions. By confirming a reservation or order, the Client confirms that he has become acquainted with the Terms and Conditions and their annexes, agrees with them, and undertakes to comply with them. The Operator reserves the right to unilaterally change the provisions of the GTC, while the amendment to the GTC is effective from the date of their publication on the [www.parkpalace.sk website](http://www.parkpalace.sk).

### Art. II

#### Definitions

For the purposes of these GTC, the following shall be understood:

1. **A Client** is any natural or legal person who enters a contract with the Hotel for the provision of Services for accommodation, gastronomic operations, wellness centres, congresses, and other additional Services, sends a binding order to the Operator or otherwise concludes a contract with the Operator.
2. **The Hotel or Manor House** are all buildings operated by the Hotel Operator, called Hotel

Gino Park Palace\*\*\*\*\* and other premises located at Orlové 116, 017 01 Považská Bystrica, which are operated by the Hotel Operator and, unless the context indicates otherwise, the Hotel and Manor House shall be understood as the Operator.

3. **A Contract or Order** is any contract/order for: accommodation, provision of gastronomic Services, Services of a personal nature, wellness, Services in the organization of social Events or any other type of contract concluded by the Hotel Operator with the Client.
4. **The Contracting Parties** are the Hotel Operator and the Client.
5. **A Service** is any Service provided by the Hotel Operator in accordance with its business activities, but in particular: accommodation, catering, wellness, congress Services, short-term rental, and other additional Services.
6. **An individual Client** is usually 1 to 5 people who jointly order Hotel Services or book accommodation in the Hotel on the same date of arrival and departure.
7. **A group** is SIX or more people who book Hotel Services together or book accommodation in the Hotel on the same date of arrival and departure.
8. **An Event** is a social event attended by a larger number of people and which is associated with the provision of several types of Services.
9. **An Organizer/Event Client** is any natural or legal person who organizationally, technically or in any other way provides an Event on behalf of or for the benefit of the Client and for this purpose enters into a contractual relationship with the Hotel Operator; unless otherwise agreed, the Event Client is considered its Organizer.
10. **The moment of payment** is the moment when the Hotel Operator has been given the opportunity to dispose of the paid funds, i.e. on the day of their being credited to the Hotel Operator's account, collection at the cash desk, etc.
11. **Damage** means actual damage and loss of profit. Damage is compensated in money; however, if the authorized party so requests and, if possible, the damage is paid by the Client of the Service or the intermediary, by restoring it to its previous state.
12. **A reservation** is any reservation of the Hotel Operator's Services that is accepted and confirmed by the Hotel Operator in writing, in the form of an e-mail from a competent person or by the Hotel's automated reservation IT system.
13. **A Force Majeure** is an event that occurs independently of the will of the Hotel, and which results in the objective impossibility of the Hotel performing the Services to the Client.

### **Art. III Contract**

1. The conclusion of the Contract means the moment the Contract is signed by the last Contracting Party, or the written or e-mail confirmation of the Client's Order/Reservation by the Operator. Confirmation can be made in writing, by e-mail or by the Hotel's automated reservation IT system.
2. When making a Reservation / Order for any Services, the Client confirms his/her consent to these GTC and all Terms and Conditions.

3. By concluding the Contract / Order, the Hotel undertakes to provide the Client with Services in the agreed scope, quality and time, while at the same time the Client is obliged to pay the agreed price (including the currently valid VAT rate) and to compensate for any damage caused in connection with ordering and/or using any Services. The Operator is not obliged to fulfil the obligations from the contractual relationship agreed with the Client in unforeseen situations and is entitled to offer the Client an alternative solution (deadline) for the possibility of using the agreed performance of the Operator.
4. The contractual partners are the Hotel and the Client. If a third party (intermediary) ordered the Services of the Hotel, the intermediary himself is the obligatory (contractual) party to the Hotel, unless the contracting parties agree otherwise.

### **Art. III**

#### **Accommodation Services - individual Clients, groups**

1. The Hotel Operator is obliged to make reserved rooms available to the Client or accommodated groups from 3:00 p.m. of the agreed day of arrival in a condition fit for proper use. Upon arrival at the Hotel, the Client always presents a valid identity document that meets the requirements of Act No. 253/1998 Coll. on the Registration of Residence of Citizens of the Slovak Republic and the Register of Residents of the Slovak Republic, as amended.
2. The Client is entitled to hand over the reserved room and check in before the specified date, the so-called early "Check-in", only if he has expressly agreed with the Hotel and the Hotel has confirmed to the Client in writing or by email that it accepts his request. In case of handing over the room before 3:00 p.m., on the day of arrival, the Hotel Operator has the right to charge a fee for the room according to the currently valid price list.
3. The Client is obliged to vacate and leave the room no later than 10.00 a.m. on the agreed day of departure, agreed on the date of departure, unless otherwise agreed in advance. In case of late check-out of the room – the so-called "Late Check-out", the Hotel is entitled to charge a fee until 2:00 p.m. on the day of departure of forty euros and after 2:00 p.m. 100% of the list price of the room for late check-out.
4. If the Client has not stayed at the Hotel based on a confirmed reservation, the Client is obliged to pay for the ordered Services in accordance with the Terms and Conditions.
5. If the Client requires accommodation in the Hotel before 6.00 a.m. and the Hotel Operator allows him, he is obliged to pay the price of accommodation for the entire previous night.
6. After checking into the room, the Client is obliged to report any deficiencies, irregularities, or reservations immediately after they are discovered at the Hotel reception. He is obliged to proceed in the same way if he finds any damage to the room or its inventory. In the event that the Hotel detects damage to the room or its inventory within 30 days of the end of the Client's stay without the Client notifying the Hotel reception of these facts, the Client is obliged to compensate the Hotel for the damage to the room or its inventory in full, immediately upon the Operator's request.
7. The Hotel is not responsible for the items that the guest brings to the Hotel, nor for damage caused to stored items other than in accordance with these GTC. During his stay at the Hotel, the Client is obliged to store valuable items or items of high financial, social or intellectual value in a safe place designated for these purposes (in the Hotel safe, which is properly locked and secured with a secure password in accordance with the instructions). If the Client does not exercise this right, the Hotel is not liable for any damage caused by loss, misuse, damage, theft or in any other way. The Client is obliged to store all his belongings in the room and close it properly.

- 8.** If the Client is interested in a guaranteed reservation, the Hotel is entitled to require the Client to pay a deposit of 100% of the total reservation price. The reservation is considered guaranteed by the Hotel upon payment of the deposit. Until the payment of the deposit, rent according to the order or other agreed remuneration, the Operator is not bound by any order, request, or instruction of the Client.
- 9.** The Hotel is not responsible for the non-provision or non-performance of Services caused by Force Majeure.
- 10.** The Hotel can only accommodate a guest who has checked in properly. For this purpose, he/she shall present his/her identity card, passport, or other valid identity document to the relevant Hotel employee immediately upon arrival. In the case of children, it is the passport or the child's insurance card.
- 11.** A Client who is not a citizen of the Slovak Republic or an EU citizen is obliged, in accordance with Act No. 404/2011 Coll. on the Residence of Foreigners, as amended, to fill in and hand over at the Hotel reception an official form on the notification of the stay of foreigners and to present a valid passport, while such a Client is obliged to fill in all the required data completely and truthfully.
- 12.** In exceptional cases, the Hotel may offer the guest accommodation other than the one agreed.
- 13.** If the guest requests an extension of accommodation, the Hotel may also offer him a different room than the one in which he originally stayed.
- 14.** Guests can only receive visitors in the room with the consent of the relevant Hotel staff /reception/ upon presentation of an identity document from 8 a.m. to 10 p.m.
- 15.** In the room, as well as in the public areas of the Hotel, the guest must not move the equipment, make modifications to or make any interventions in the electrical network or other installations without the consent of the Hotel's management.
- 16.** In the Hotel and especially in the room, guests are not allowed to use their own electrical appliances. This regulation does not apply to electrical appliances used for the guest's personal hygiene / razor, massager, hair dryer, tablet, mobile phone, laptop, etc. /
- 17.** The Hotel will accept messages and postal items intended for Clients only during their stay at the Hotel or use of Services, and only after prior notice and agreement with the Client.
- 18.** Before departure, the guest is obliged to turn off the taps in the room, turn off the lights in the room, lock the door and hand over the key to the designated place - the Hotel reception.
- 19.** For safety reasons, it is not advisable to leave children under 10 years of age unsupervised by adults either in the room or in other shared areas of the Hotel.
- 20.** Dogs and other pets can be accommodated in the Hotel only by agreement of the Hotel and for an appropriate fee. When accommodating a pet, it is necessary to show a vaccination certificate at the Hotel reception.
- 21.** Smoking is allowed only in designated areas of the Hotel. There is a non-smoking zone in the rooms and other areas, and it is prohibited. In the event of a violation of this prohibition, the Hotel has the right to impose a fine of € 300 on the Client for each detected violation.
- 22.** From 10 p.m. to 7 a.m., the guest must keep quiet.

23. Guests' complaints and suggestions for improving the Hotel's activities are accepted by the Hotel reception, which forwards them to its superior, or resolves them in cooperation with the Hotel's management.
24. The Hotel is entitled to require the Client to make an advance payment or fill in the Client's credit card details, which serve to guarantee accommodation and other Services provided by the Hotel. The reservation is considered guaranteed /confirmed/ by the Hotel upon provision of the relevant guarantee.
25. The Hotel reserves the right to additionally charge the Client's credit card for any differences that will be found after his/her departure (e.g. consumption from the minibar, compensation for damages, fines, etc.), whereby the Client expresses his/her explicit consent when placing an order; in this case, the Hotel is obliged to inform the Client in writing about the additional settlement of credit card differences and the reasons for such additional settlement.
26. The guest is obliged to pay the price for accommodation and Services in accordance with the valid price list, usually before the end of the stay, but no longer than a one-week stay. The invoice is payable on submission.
27. If the Client violates any of the points specified in the provision of Article III of the GTC, the Hotel has the right to withdraw from the order/reservation for the provision of accommodation Services before the expiry of the agreed time.
28. Gift Voucher means the authorization of the Voucher holder to use specific purchased Services. The voucher cannot be exchanged for cash or other financial compensation. The voucher is issued by the Hotel and is valid for 12 (twelve) months from the date of its purchase, and its validity cannot be extended. The Hotel reserves the right to define a period within a calendar year within which the Voucher cannot be redeemed. If the value of the ordered Services and the value of the Services used during the Client's stay at the Hotel is lower than the value of the voucher, the difference will not be refunded. If the value of the ordered Services is higher than the value of the voucher, the Client is obliged to pay the resulting difference in price. The Client books Services from the Voucher through the Hotel's reservation department, by phone on +421 42 4459600 or by e-mail [info@parkpalace.sk](mailto:info@parkpalace.sk)
29. The same GTC applies to accommodated groups as to individual Clients.
30. The Complaint Procedure is a document of the Hotel that regulates the conditions of complaints about the Services provided by the Hotel; it is located at the Hotel reception and on the Hotel website [www.parkpalace.sk](http://www.parkpalace.sk). It is binding for the Hotel Client at the moment of checking in for accommodation / stay at the Hotel.

#### **IV. Conditions of entry to the Wellness Centre**

1. Persons under the influence of alcohol or other narcotic and psychotropic substances, as well as persons with obvious symptoms of acute illness (fever, cough, etc.) and infectious skin diseases, are prohibited from entering the Wellness Centre located in the Hotel premises.
2. When using the Services of the Wellness Centre, the Client is obliged to comply with the conditions of entry to the Wellness Centre. The conditions of entry are also published at the entrance to the Wellness Centre.
3. The Client is obliged to behave in such a way that there is no damage to health and property in the Wellness Centre. Inappropriate, rude behaviour of the Client towards other Clients will result in the immediate termination of the Client's visit to the Wellness Centre, without the right to a refund of the entry fee, or the termination of the stay in the Hotel.

4. When leaving the Wellness Centre, the Client is obliged to hand over all borrowed items (towels, sheets, locker key, and others). For unreturned items, the Wellness Center will ask for compensation at their acquisition value.
5. Any complaints about incorrect charging of remuneration are to be claimed by the Client immediately upon visiting the Wellness Centre.
6. The Client acknowledges that:
  - by using the Services of the Wellness Centre and its facilities, the Client exposes himself to the risk of damage to health and property.
  - activities performed in the Wellness Center may be physically demanding and expose the body to the risk of injury.
  - for the safe use of the Services of the Wellness Centre and its facilities, it is necessary for the Client to have an appropriate health condition.
  - The Hotel is not liable for damage caused to the Client in connection with his/her health condition unsuitable for the safe use of the Services of the Wellness Centre and its facilities or caused by inappropriate use of the facilities located in the Wellness Centre.
7. Neither the Hotel nor its employees, nor other persons involved in the provision of the Wellness Centre's Services, shall be liable:
  - for damage to items left outside the place designated for item storage.
  - for the death, injury or illness of the Client that occurred on the premises of the Wellness Centre, unless such consequence was caused by the Hotel or its employees.
8. The Client is responsible for the proper use of the Wellness Centre facilities. If the Client has doubts about how to set up a device correctly, he is obliged to consult this issue with the employee present.
9. Minors are the sole responsibility of their legal representative, and entry for minors is subject to the presence and accompaniment of an adult.
10. By purchasing an entry or making a reservation of accommodation, which also includes access to the Wellness Centre, the Client agrees to the terms and conditions of use of the Wellness Centre at the Gino Park Palace Hotel\*\*\*\* and confirms that they have familiarized themselves with the information on personal data protection available in these GTC or <https://parkpalace.sk/vseobecne-obchodne-podmienky-gdpr/>
11. For the purpose of providing the Services of the Wellness Centre, the Hotel processes the Clients' data in the following scope: name, surname, telephone number, e-mail address, which are processed for the necessary period of time for the purpose of providing the Services of the Wellness Centre and for the Hotel system.

#### **Art. In Events**

1. The scope of Services provided by the Hotel in connection with the Event is determined based on the Order Form or e-mail communication between the Client – the Client and an authorized representative of the Supplier.
2. The conclusion of the Contract / confirmation of the Order Form, or the reservation of the Event may be made between the Client and the Hotel in person or by e-mail. The Order is considered effective upon payment of the relevant part of the Event Price in accordance with the order.

- 3.** The Organizer/Client is obliged to notify the Hotel of the final number of participants no later than 7 (seven) working days before the Event to ensure careful preparation. In the event that the number of participants should ultimately exceed the pre-announced number by more than 10% (ten percent), the Hotel, in agreement with the Client, may accept such an increase in the number of participants; however, in the event of such an excess of the number of participants, the Hotel is entitled to revise and change the agreed price of the Services in the Price Offer, whereby the basis of billing in such a case is the actual number of participants in the Event, or exchange the reserved premises of the Event and/or the agreed standard and/or technical equipment of the Event premises.
- 4.** If the number of participants in the Event decreases, and this is announced to the Hotel later than 48 hours in advance of the start of the Event, the Hotel has the right to charge all ordered Services at the same number as was confirmed by the Client more than 48 hours ago.
- 5.** All increases/decreases in the number of persons must be confirmed in writing by e-mail with a person authorized by the Supplier.
- 6.** If the Client and the Supplier have agreed on the provision of Services, but their scope has not been precisely and/or sufficiently clearly specified by the date specified in point 3, the Hotel is entitled to provide the Services to the Client at its discretion and the Hotel's purpose, within the agreed total price specified in the price calculation.
- 7.** The Hotel is obliged to provide the agreed Services properly, on time and in the usual quality for the number of participants at the Event according to the conditions agreed in the confirmed order. The Client is obliged to comply with the agreed material and time schedule of the Event and to provide the Hotel with the necessary cooperation to ensure the proper course of the Event.
- 8.** When concluding a Contract / Order / or when ordering/booking Hotel Services, it is possible for the Hotel and the Client to agree on exclusivity during the Event, for an individually agreed fee. This clause is without prejudice to the Client's right to use exclusively the leased premises of the Manor House explicitly listed in the order, while any other premises of the Manor House will be used by the supplier for normal operation, accommodation, and provision of related Services to third parties without any restrictions.
- 9.** The Organizer/Client is liable for any damage directly caused to the Hotel building, interior or exterior equipment, or any Hotel equipment and for damage caused by participants and visitors of its Event or third parties who provide Services for it in connection with the Event. The Hotel may require the Organizer/Client to provide appropriate security (e.g. insurance, deposit, guarantee, etc.) to protect against exposure to this risk. The Supplier is not obliged to ensure liability for damage caused by the Client or its guests in any way.
- 10.** For Events that last longer than 10:00 p.m. on the Hotel premises, and if the agreed price no longer takes into consideration the longer duration of the Event (beyond the opening hours), the Hotel may charge surcharges specified in the agreed price offer. The Hotel reserves the right to determine the amount and type of staff needed after 22:00 to ensure the smooth running of operations during the Event.
- 11.** The Organizer or Client of the Event is not entitled to supply the Event with their own food or drinks, except upon prior written agreement with the Hotel. In the case of an agreement according to the previous sentence, the Hotel is entitled to charge a handling and cork fee. In such a case, the Client / Event Organizer is responsible for the food and drinks brought, their quality and safety for consumption, and fully bears all claims and reservations of third parties.
- 12.** The Organizer/Client, not the Hotel, is responsible for the storage and handling of the goods brought to the Event. The limit for the import of goods / cakes - salty, sweet / is a maximum of six cartons measuring 0.8m x 0.5m 0.3m and 2 pcs of cakes with a height of 80 cm, favours – boxes of 30 pcs.

- 13.** An agreement must be drawn up on the amount of alcohol brought in and its type, and the Hotel is entitled to recalculate, write down and label the alcohol brought in this way. If the Hotel finds that alcohol has been brought onto the Hotel premises that are not marked, the Hotel is entitled to immediately withhold the alcohol brought in and return it after the end of the Event.
- 14.** The Hotel does not take responsibility for the quality of the meals provided by the Hotel if the meals have been taken out of the Hotel premises.
- 15.** The Hotel Operator is not responsible for any infringement of intellectual property rights by the Client. At the Event, the Organizer/Client is obliged to settle all obligations to copyright protection organizations on their own behalf, under their own responsibility and at their own expense.
- 16.** The Event Organizer or the Client is obliged to inform the Hotel without delay if the Event is capable of arousing public interest, disturbing public order, limiting, or endangering the interests of the Hotel Operator and other Clients of the Hotel. The Hotel is entitled to take adequate measures to prevent such a situation, and the Client is obliged to heed them.
- 17.** If the Organizer is interested in advertising the Event in the media and the Event has a political, religious, or other socially significant character capable of influencing the public perception of the Hotel, such advertising is subject to the prior written consent of the Hotel.
- 18.** The Organizer/Client is entitled to display promotional and/or decorative materials (e.g., inscriptions, boards containing logos, names and slogans related to the Event) on the premises of the Hotel only with the prior written consent of the Hotel. The Client is obliged to remove these signs and boards, as well as any pollution caused by the Client, its participants, or external collaborators, immediately after the end of the Event or before leaving the Hotel. If the Client fails to ensure their removal and leaves the items on the premises of the Hotel, the Hotel is entitled to charge the Client rent for the Event room until the removal of these items. The Hotel is also entitled to remove and store these items from the Client's account without concluding a contract for safekeeping or storage of the item.
- 19.** The use of the Organizer's own electrical, electronic, and technical equipment when using the Hotel's electrical network requires the prior written consent of the Hotel. The Hotel reserves the right to charge separately for such devices and equipment that increase the costs of energy supply or operating costs of the Hotel beyond the usual level. The Hotel does not take any responsibility for the safety of or damage to the technical or electrical equipment of the Client/Organizer.
- 20.** The Organizer/Client of the Event is fully responsible for failures or damages to the Hotel's technical equipment caused using these devices and is obliged to pay any costs associated with restoring them to their original condition. The Hotel is entitled to inspect such facilities and measures to prevent the occurrence of such a situation through its employees or third parties, and the Client is obliged to tolerate such measures.
- 21.** Any decorative material or other object brought in must comply with legal fire requirements. To prevent damage, the installation and placement of the materials and any items must be agreed in advance and agreed in writing with the Hotel.
- 22.** The Organizer/Client of the Event is obliged to use the leased Hotel premises to the extent corresponding to their nature, in an appropriate and orderly manner in accordance with the purpose of the transfer and to hand them over in the condition in which they were taken over from the Supplier. If damage to the Hotel premises is found after the Event, the Organizer/Client leaves the premises dirty or leaves any accumulated waste (e.g. boxes, bags, decorations, etc.) then the Client is obliged to reimburse the Hotel for the costs associated with clearing and cleaning the area in question.

- 23.** The Organizer/Client of the Event undertakes to comply with and fulfil at the venue of the Event, or in all areas of the Hotel, all obligations and compliance with the rules of its own employees and other persons invited by the Organizer/Client, resulting from the regulations on health and safety at work, protection of property and fire protection, which apply to the venue of the Event, to the Event and to the activities of the Organizer/Client, carried out in this place.
- 24.** The Organizer/Client of the Event is not entitled, without the prior written consent of the Hotel, to make any changes to the equipment, nor relocate or remove any Hotel equipment in the rented premises or other areas of the Hotel.
- 25.** The Organizer / Client of the Event undertakes to comply with and inform its external suppliers about the rules at the operation within the framework of:
- Arrival at the facility: the possibility of arriving and taking things to the Event area for external employees of the Organizer/Client is through the back entrance of the Hotel, where it is necessary to unload things and then, if necessary, move them using a freight elevator
  - Fireworks may not be used at all.
  - Confetti and bubble blowers can only be used with the prior written consent of the Hotel.
  - Dry smoke can only be used up to a height of 1 metre.
- 26.** Unless another, explicitly written contract has been concluded with the Hotel, the Hotel is entitled to demand an advance payment for the Event from the Client/Client in the amount and date specified in the Order Form, based on the issued advance invoice.
- 27.** By paying the advance invoice and crediting the payment to the Hotel's account, the reservation of the Event becomes binding and is subject to cancellation fees according to these GTC.
- 28.** If no advance payment is paid by the time it is due, the Hotel reserves the right to cancel the reservation without prior notice and offer Services to other Clients.
- 29.** The Organizer/Client is obliged to pay the Hotel a fee for any and all Services provided to the Event participant beyond the agreed booking and the total price calculation for the Services (e.g. consumption of food and beverages beyond the agreed framework) should the Event participants not pay for these Services directly and immediately on the spot and at the time of their provision.
- 30.** No later than 3 days from the date of the Event the Hotel shall issue a billing invoice to the Client, in which the Services reflecting the real volume of Services provided by the Hotel will be billed, the stated deduction of the received deposit and any other receivables of the Hotel to which the Hotel is entitled under these GTC and other Terms and Conditions. The Billing Invoice is issued to the Legal or Natural Person listed in the Order Form as the Client.
- 31.** The billing invoice is due within 7 days of the date of its issue. If the Organizer/Client is in default with the payment of the Billing Invoice, the Hotel is entitled to charge the Organizer/Client interest of 0.5% of the total Event Price (as defined in the Terms and Conditions) for each day of delay, within 3 days of the Hotel's request. The Hotel may allow a longer maturity of the billing invoice, but only in the case of a mutually written agreement between the Hotel and the Organizer/Client, under predetermined conditions.
- 32.** The Supplier is not responsible for the interruption of the Event due to unforeseen events beyond the Supplier's control, such as interruptions in electricity, drinking water, gas, etc., which were not notified to the Supplier in advance at least 24 hours before the Event. A failure in delivery within the meaning of this point is not a defect in the performance of the Supplier and does not entitle the Client to withdraw from the contracts, a discount on the price or compensation for damage by the Supplier.
- 33.** The Operator is entitled to notify the Client at any time of a change in the time of the Event if it is

not possible to carry out the Event within the time-frame originally specified by the Client for reasons caused by an unavoidable event not originating from the operation or in the actual actions of the Operator or its staff. The new time of the Event will be agreed between the contracting parties. If a new date of the Event in accordance with the previous sentence is not agreed even within 10 days of the notification that the original date cannot be implemented, the Operator will unilaterally set a new date on the next available date to the originally agreed date when it will have premises for the Event. If the Client does not agree with the new period of the Event, he has the right to withdraw from the contract, after paying a severance fee in the amount of 5% of the agreed price of the Event (as defined in the relevant contract, order, reservation, price list). The Client may exercise the right of withdrawal only within 5 days of the announcement of the new date of the Event specified by the Operator. In the event of non-payment of severance pay, the right of withdrawal is considered unused and thus extinguished. If the parties have already performed or accepted contractual performance before the withdrawal under the previous sentence, they shall return all the performance received/provided, apart from severance pay.

## **Art. VI**

### **Withdrawal, cancellation of the order.**

#### **Cancellation policy**

1. Upon concluding a distance contract for the provision of Services, the Client is not entitled to withdraw from the contract for the provision of Services within the meaning of Section 19 (1) (l) of Act No. 108/2024 Coll. on Consumer Protection, and on Amendments to Certain Acts, as amended.
2. If the Client requests a change in the online reservation of accommodation or Services, he can do so through the Hotel reception. The Hotel will take all steps to meet the Client's requirements, but the Hotel is not obliged to comply with the Client's request to change the online reservation and the Client is not entitled to compensation for damage or any other performance from the Hotel due to the impossibility of changing the online reservation.
3. In the event of cancellation of the Contract (withdrawal from the Contract or from its part) by the Client, the following cancellation conditions, depending on the type of accommodation booked and/or the season in which the Service is to be provided to the Client:
  - a) Cancellation policy for room and stay reservations: General cancellation policy:
    - Cancellation up to 10 days in advance: 0% of the room / stay reservation price.
    - Cancellation up to 6 days in advance: 50% of the price of the room/stay reservation.
    - Cancellation 5 - 0 days in advance: 100% of the price of the room/stay reservation.
  - b) Cancellation policy for Services booked for special dates:  
New Year's Eve, i.e., between 27.12. – 9.1. of the given year and for the period of Easter, i.e. between Maundy Thursday and Easter Monday:
    - Cancellation up to 28 days in advance: 0% of the room / stay reservation price.
    - Cancellation up to 15 days in advance: 50% of the price of the room/stay reservation.
    - Cancellation 14 - 0 days in advance: 100% of the price of the room/stay reservation.
4. In the event of cancellation of the Contract/Order (withdrawal from the Contract/Order or part thereof by the Client) or failure of the Client to attend the booked Services in exceptional cases, which shall be understood in particular as illness, death, disability by natural disaster or other extraordinary events, the severity of which depends on the assessment of the Hotel, the Hotel is entitled to waive the right to payment of the cancellation fee on the basis of the submission of credible evidence of a serious reason for such cancellation of the Contract.

5. By signing the Order Form, the Client / Organizer undertakes to send a completed room list 1 (one) month before the Event. Based on the room list, they will be booked rooms available by the Hotel, or a proposal for a change of reservation will be sent to them. Other changes proposed by the Client within the sent room list must be incorporated as follows:

21 days before the date of the Event	Approve room list 100%	0% cancellation fee
14 days before the date of the Event	Possibility to move 5 rooms, but only for Events with room reservation of more than 25 rooms	For max 5 rooms = 0% cancellation fee For 6 or more rooms = 50% cancellation fee from the room price
13 – 4 days before the date of the Event	Possibility to move 1-3 rooms, but only for an Event with room reservation of more than 25 rooms	For max 3 rooms = 0% cancellation fee For 4 or more rooms = 50% cancellation fee from the room price
3 – 0 days before the date of the Event	It is not possible to cancel the room list, only for a 100% cancellation fee	100% cancellation fee

6. The paid deposit for the Event is not refundable should the Event reservation be cancelled.
7. In the event of any delay of the Client with the receipt of the ordered Services - accommodation, catering, wellness, congress Services and other additional Services that the Hotel provides for the Client / Client, the Hotel will charge the Client **100% of the price** for the uncollected/unused ordered Services of the Hotel.

## Art. VII

### Withdrawal from the contract by the Hotel Operator

1. The Hotel is entitled to withdraw from the contract even if any of the following situations occur:
- a) if this right of withdrawal was agreed in writing with the Client for the reasons specified in the Contract / Order
  - b) if the Client does not insist on performance by the Hotel
  - c) if the Client has unpaid liabilities to the Hotel after the due date
  - d) if an advance payment was agreed upon at the time of booking and the Client did not meet his obligation on time
  - e) if there are circumstances for which the Hotel is not responsible (e.g. force majeure) that make the performance of the contract impossible, the Hotel may withdraw from the Contract / Order
  - f) if the Services or the Event have been booked by the Client whilst providing false, misleading, or incorrect data.
  - g) if the Hotel has reasonable grounds to believe that the use of the Hotel's Services could be contrary to the law, good morals or could jeopardize the proper operation of the Hotel, safety, or the reputation of the Hotel.
  - h) if there are unforeseen events that the Hotel cannot influence, such as interruptions of electricity, drinking water, gas, etc.
  - i) if the Client violates and/or violates the provisions of these GTC and/or the Contract / Order

### **Art. VIII**

#### **Liability for damage caused to items brought in or left behind.**

1. The Hotel is liable for damage caused to items brought in or left behind, where items that have been brought onto the Hotel premises, that have been reserved for accommodation or for item storage, or that have been handed over for this purpose to one of the authorized employees of the Hotel, are brought in. The Hotel is not responsible for any items left loose in the public areas of the Hotel.
2. The Hotel is responsible for jewellery, money, and other valuables only up to the amount determined by law, if they have been stored and locked in the Hotel safe, for which a handover protocol has been written on the takeover of the items by the authorized Hotel employee. The right to compensation for damage expires if it was not exercised on the day on which the injured Client became aware of the damage, but no later than on the day of check-out from the Hotel and, in the case of an Event, by leaving the Hotel.
3. The Hotel Operator will store the found items in the Hotel premises designated for this purpose for a maximum period of 1 week from their finding. Items of a food nature, items that have expired and items that may in any way endanger the safety, operation or reputation of the Hotel Operator and other guests shall be taken out of storage.
4. By providing a place for vehicle parking, a storage agreement does not arise between the Hotel and the Client. The Hotel is not responsible for the loss of or damage to vehicles parked or moved on the property, nor their accessories. The Client acknowledges that the parking lot provided by the Hotel is guarded by the Hotel staff and is equipped with a camera system. In the event of damage to or theft of a vehicle, the Hotel can provide a camera recording only to police officers or investigators, based on a court order or decision.
- 5.
6. The Hotel is not responsible for injuries incurred during accommodation or the provision of other types of Services on the premises of the Hotel or directly in the Hotel, during leisure programs of any kind, unless the damage was caused by the fault of the Hotel as a result of its gross negligence or intent.

### **Art. IX**

#### **Specific provisions**

1. Pets can be brought to the Hotel or to the Event only after agreement on the part of the Hotel or by giving the written consent of the Hotel employee. When accommodating or in the presence of a pet at an Event, it is necessary to show a vaccination card at the Hotel reception.
2. Smoking is allowed only in designated outdoor areas of the Hotel. Smoking is prohibited in other areas of the Hotel (all indoor facilities and rooms). In the event of a violation of this prohibition as well as a violation of the provisions of Act No. 377/2004 Coll. on the Protection of Non-Smokers, and on the Amendment of Certain Acts, from which damage will arise to the Hotel Operator due to the Client's actions, the Hotel Operator has the right to impose a fine of € 300 on the Client for each such violation. This provision applies to all types of cigars and cigarettes, as well as to electronic cigarettes.
3. No substances of a hazardous nature (explosives, ammunition, ammunition, corrosives, poisons, or toxic substances, infectious or radioactive materials). At the same time, the Client is not entitled to carry a weapon or ammunition, nor to otherwise store a weapon or ammunition in a condition that allows their immediate use, or in violation of Act No. 190/2003

Coll. on Firearms and Ammunition, and on Amendments to Certain Acts.

4. For safety reasons, it is not advisable to leave children under 10 years of age unsupervised by adults, neither in a room nor in other public areas. In the event of damage caused by a minor, the responsibility for such damage is assumed by the parent, legal guardian, or the Event Organizer / Client.

## **Art. X**

### **Final provisions**

1. These General Terms and Conditions and the legal relationships established on their basis are governed by Slovak law. Any disputes arising from the GTC or the Contract/Order fall under the authority of the competent courts of the Slovak Republic.
2. The resolution of Clients' complaints in relation to the Services provided by the Hotel is governed by the Hotel's Complaints Procedure. In the event that the Client with the status of a consumer is not satisfied with the manner in which the Hotel handled his complaint, or believes that the Hotel has violated his rights, the Client has the right to use his rights and legal remedies in accordance with Act No. 391/2015 Coll. on Alternative Dispute Resolution of Consumer Disputes. The Consumer has the right to submit a request for redress to the Operator if a dispute arises between the Consumer and the Operator from the exercise of rights arising from liability for defects or if the Consumer believes that the Operator has violated other rights of the Consumer. The Client is obliged to make claims about defects in Services (complaint) without undue delay after finding out the reasons for filing the complaint, but no later than the next working day, otherwise the right to complain expires. The Client has the option to file claims arising from defects in Services (complaint) electronically via an e-mail sent to the e-mail address [info@parkpalace.sk](mailto:info@parkpalace.sk) or in writing to the address of the Operator's registered office within the period specified in these GTC. In the case of a written complaint, the deadline is considered to have been met if the written complaint is delivered to the Operator's company on the first business day after the Client's right to file a complaint arises. In the event of the Client's or participant's right to claim defects in Services during their stay in the Operated Hotel, the Client or participant is obliged to assert this claim no later than by the end of the stay (until the day of departure) directly at the reception of the respective Hotel, otherwise the right to complain expires.
3. The Client is obliged to provide the reservation number and reservation confirmation when making a complaint. After examining the complaint, the Operator will decide on the method of managing the complaint without undue delay. If the nature of the complaint does not allow it to be settled, the Operator shall notify the Client of the deadline for settling the complaint. The deadline for managing the complaint will not exceed 30 days from the date of its application unless it is possible to comply with it for objective reasons. In such a case, the Operator shall inform the Client of the deadline for managing the complaint. For managing the complaint, the Client is obliged to provide contact details through which he will be notified of the method of managing the complaint if it is not possible to settle the complaint immediately after its application. The Client is obliged to provide the Operator with the necessary cooperation required for the proper handling of the complaint when managing the complaint.
4. If the Operator recognizes the legitimacy of the Client's complaint, it will provide substitute performance (the possibility of accommodation in another room of the same or higher standard or in another Hotel operated by the Operator on the same or an alternative date). In the event that the Client does not agree with the provision of substitute performance or in the event that the operational and/or capacity capabilities of the Operator's company do not allow for the settlement of a justified complaint in the manner specified in the previous sentence, the Client will be refunded the price paid by the Client for the booked Services or part thereof, if the Client has not paid the full price for the reserved Services by the time of the claim for defects, or a discount on the price paid by the Client for the booked Services in the amount determined by the Operator. If the Operator does not recognize the legitimacy of the Client's complaint (rejects the reasons for the complaint), it shall inform the Client of the reasons for not

accepting the complaint in writing. The Operator reserves the right to individually assess each case of complaint about Services and to assess the legitimacy of the complaint and the Client's requirements.

5. The Client has the right to reimbursement of the necessary costs incurred in connection with the complaint. This right must be exercised with the Operator no later than 2 months after the settlement of the justified complaint, otherwise this right will expire. The Operator shall not be liable for the failure to provide Services and/or the failure to use the Services provided by the Client in full, or for the inability to use the Services booked and paid for by the Client in full due to force majeure. Force majeure is a situation because of which it is impossible to fulfil the obligations arising from the legal relationship (e.g., natural disasters, permanent lack of energy, armed conflicts, a state of war or emergency, war).
6. The Client has the right to file a request for redress pursuant to Section 11 (1) of Act No. 391/2015 Coll. on Alternative Dispute Resolution of Consumer Disputes, and on Amendments to Certain Acts, as amended, if a dispute arises between the Client as a consumer and the Operator arising from the exercise of rights arising from liability for defects (if the Client is not satisfied with the manner in which the Operator handled his complaint) or if the Client as a consumer believes that his other rights have been violated. The Operator shall assess the application and inform the Client of the manner of its handling within 30 days from the date of submission of the application. If the Trader responds to the Client's request under the previous sentence in a negative manner or fails to respond to such a request within 30 days from the date of its submission by the Client, the Client has the right to file a motion to initiate an alternative dispute resolution with an alternative dispute resolution entity pursuant to Section 12 of Act No. 391/2015 Coll. on Alternative Dispute Resolution of Consumer Disputes, and on Amendments to Certain Acts. The competent entity for alternative dispute resolution of consumer disputes with the trader is a) the Slovak Trade Inspection Authority, which can be contacted for this purpose at the address of the Central Inspectorate of SOI, Department of International Relations and ADR, Bajkalská 21/A, P.O.BOX 29, 827 99 Bratislava, or electronically at [ars@soi.sk](mailto:ars@soi.sk) or [adr@soi.sk](mailto:adr@soi.sk) or b) another relevant authorized legal entity registered in the list of alternative dispute resolution entities maintained by the Ministry of Economy of the Slovak Republic (the list of authorized entities is available on the page <https://www.mhsr.sk/obchod/ochrana-spotrebiteľa/alternatívne-riesenie-spotrebiteľských-disputes-1/list-of-alternative-solution-consumer-disputes-1>), and the Client has the right to choose which of the listed alternative dispute resolution entities to contact. The Client may use the Online Alternative Dispute Resolution platform, which is available at <https://ec.europa.eu/consumers/odr/main/index.cfm?event=main.home2.show&lng=SK>, to submit a proposal for an alternative dispute resolution for their consumer dispute. More information about alternative dispute resolution for consumer disputes can be found on the website of the Slovak Trade Inspection at <https://www.soi.sk/sk/alternatívne-riesenie-spotrebiteľských-sporov.soi>.
7. Unless otherwise stated in the Contract and/or these GTC, in the case of mutual written correspondence, its delivery will be carried out in person, by registered letter with acknowledgement of receipt or courier, or in another agreed form to the address specified in the Contract / Order or Reservation or to another notified address. In the event of unsuccessful delivery, including rejection of the shipment, the date of return of the shipment to the sender will be considered as the day of proper delivery.
8. Personal data provided in the process of booking Services to Clients or in the process of providing their Services and in connection with it will be processed in accordance with the relevant legislation on the protection of personal data, in particular Act No. 18/2018 Coll. on the Protection of Personal Data, as amended (hereinafter referred to as the "Personal Data Protection Act") and Regulation (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, repealing Directive 95/46/EC (the General Data Protection Regulation). The provided personal data will be processed in the Hotel's information system for the purposes of booking any Services, making a Contract / Order / Reservation, providing Services and their settlement. Personal data may be provided or made available to intermediaries who provide the Hotel with the administration, operation, or Service of individual systems for the provision of Services. Personal data processed for the purpose of booking Services, drawing up a Contract / Order, providing Services and their settlement are processed by the Hotel based on Section 10 (3) (b) of the Personal Data Protection Act without the consent of the data subjects.



9. The Hotel may process the Client's personal data for marketing purposes in the event of their explicit consent, which the Client may grant by filling in the data.
10. The Client may withdraw their consent to the processing of personal data for marketing purposes (to send the newsletter) at any time by clicking on the appropriate link located directly in each marketing email from the Hotel, by sending an email to the Hotel or in person at the Hotel reception.
11. Should individual provisions of these GTC be or become ineffective or invalid, this shall not affect the validity or effectiveness of the other provisions of these GTC.
12. When concluding a Contract / Order or making a reservation, the Client confirms and grants their consent to these valid General Terms and Conditions. The Hotel reserves the right to change these General Terms and Conditions. Obligation to give written notice to the General
13. Terms and Conditions is fulfilled by placing them in accessible places on the premises of the Hotel and on the website of the Hotel [www.parkpalace.sk](http://www.parkpalace.sk).

EUROCOM & Co s.r.o.

Location: HOTEL GINO PARK PALACE\*\*\*\*

Managing Director

Vladislava Popelnitskaya Tvauri