



General Terms and Conditions

Dear Guests,

We are very pleased that you have decided to use the services of our Hotel Gino Park Palace****. The hotel is located at Orlová 116, in Považská Bystrica, in a reconstructed mansion from the 17th century.

We would like to inform you about the following General Terms and Conditions, which regulate and specify the contractual relationship between You and the Hotel Operator, based on the acceptance of your order.

1. The purpose of these General Terms and Conditions (hereinafter referred to as "GTC") is to establish the legal framework for the relationship between the hotel operator and its clients in order to ensure that the client is informed about the terms and conditions of service.
2. These terms and conditions apply to contracts for the letting of hotel rooms to accommodation, conference and banqueting rooms of the hotel for events and the performance of events for hire, as well as for all other supplies and services provided to the client.
3. The client's terms and conditions can only be accepted if they are expressly agreed in writing in advance.
4. These GTC form an integral part of every contract (agreement) and order, the subject of which is an obligation on the part of the hotel operator to provide certain services to the client and the obligation of the client to pay the agreed price for the services provided. The full text of the GTC is published on the website www.parkpalace.sk and is available for consultation at the hotel reception.
5. The client shall be presumed to have read these GTC unless he proves that he has access to them, have been restricted or prevented through the fault of the Hotel Operator.
6. These GTC shall become binding on the Hotel Operator on the date of their publication on the website www.parkpalace.sk and for the Client at the moment of ordering the service.
7. The Hotel Operator shall provide services to Clients within a reasonable scope that No 277/2008 Coll., Decree of the Ministry of Economy of the Slovak Republic, which establishes the classification marks for accommodation facilities when classifying them into categories and classes.

Art. I Definition of terms

For the purposes of these GTC, it means:

1. **A client** is any natural or legal person who concludes with Hotel Operator a contract for accommodation, a contract for the provision of services in the organisation of social event or any other type of contract or sends to the Operator a binding order.



2. **The Hotel Operator** is the trading company EUROCOM & Co, s.r.o., Pribinova 18, 811 09 Bratislava, ID No.: 35761172, a company registered in the Commercial Register Section: Sro, Entry No.: 18599/B.

3. **The hotel** is all facilities operated by the Hotel Operator, called Hotel Gino Park Palace**** and other premises located at Orlové 116, 017 01 Považská Bystrica, operated by the Hotel Operator, or any other premises in which The Hotel Operator provides services.

4. **Contract** is a contract for accommodation, a contract for the provision of services for the organisation of events, a contract for the provision of services for the organisation of events, a contract for the provision of services for the organisation of events, a event or any other type of contract concluded by the Hotel Operator with the Client.

5. **The parties to the contract** are the Hotel Operator and the Client.

6. **Service** means any services provided by the Hotel Operator in accordance with its objects of the Operator's business, in particular accommodation, catering, wellness and congress services.

7. **Individual Clients** are generally 1 to 9 persons who jointly order services hotel or book accommodation at the hotel on the same arrival and departure date. Client is not considered an Individual Client until the Hotel Operator confirms to the Client that it is a Group Client.

8. **A group** is usually 10 or more people who book the services of a hotel or book accommodation at the hotel on the same arrival and departure date.

9. **Check-in** is the check-in of the client at the reception of the hotel, whereby the client provides and confirms the required data, agree on the method of payment of the expenses related to his stay at the hotel and is given a key entitling him to enter the room allocated to him and the agreed premises of the hotel during the agreed stay.

10. **The check-out** of the room is understood as the client leaving the assigned room and leaving the room for subsequent adaptation, whereby the client is obliged to inform the check-out the room to the hotel reception, return the key to the assigned room to the reception and settle all liabilities to the hotel.

11. **An event** is a social event attended by a large number of people and associated with the provision of several types of services in the hotel premises (in particular accommodation, catering, wellness and congress services).

12. **Event organiser** is any natural or legal person who organises, technically or otherwise arranges an event on behalf of or for the benefit of a client and for that purpose enters into a contractual relationship with the Hotel Operator; unless otherwise agreed, the following shall apply, that the Client is the Organiser of the event.

1. **The moment of payment** is the moment when the Hotel Operator has obtained the possibility to dispose of the paid funds, i.e. the day of their crediting to the Hotel Operator's account, receipt at the cash desk, etc..

2. **Exclusivity** is the Client's right to use the premises of the Hotel, which are intended for the use of guests, whereby the Hotel Operator guarantees to the Client that during the Event no persons (except for the staff and subcontractors ordered), whose participation has not been agreed by the Organiser, will be present in the Hotel.

3. **Damage** means actual damage and loss of profit. Damages shall be compensated in money; however, if requested by the entitled party and if possible, the damage shall be compensated by

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the Client of the service or the intermediary, by restoring it to its previous state. The intermediary shall be bound by the contract, unless the parties agree otherwise.

4. **An Order/Reservation** is any reservation of the Hotel Operator's services that is accepted and confirmed by the Hotel Operator in writing, by email from a competent person or by the Hotel's automated IT reservation system.

Art. II Conclusion of the Contract

1. The conclusion of the Contract shall be understood as the moment of signing of the Contract by the last Contracting Party or the written confirmation of the Client's order/reservation by the Hotel Operator. Confirmation may be made in writing, by fax, e-mail or by the hotel's automated IT reservation system. For a service for which an advance invoice is issued, confirmation of the Client's order/reservation is subject to payment of the advance invoice in full and by the due date. Until full payment has been credited to the Hotel Operator's account, any confirmation is provisional and not binding on the Hotel Operator. The mutual signing of a quotation for services shall not be deemed to be the signing of the Contract until such order has been confirmed by the Hotel Operator.

2. By concluding the Contract, the Hotel Operator undertakes to provide the Client with the services in the agreed scope, quality and time, while the Client is simultaneously obliged to pay the Hotel Operator the agreed price and to compensate for any damage caused in connection with the ordering and/or use of hotel services. However, the Operator reserves the right to cancel this contractual relationship in unforeseen situations and to offer the Client an alternative solution (term) for the possibility of using the services.

3. The contractual partners are the Hotel Operator and the Client. If the services of the Hotel Operator have been ordered by a third party (intermediary), the intermediary itself is the obliged (contractual) party towards the Hotel Operator, unless the parties agree otherwise.

4. In the case of group or regularly recurring orders, the Parties may conclude a written framework Contract with the understanding that the agreements negotiated in this Contract shall prevail over the provisions of these GTC. However, the validity of the GTC shall not be affected. This also applies in the case of individual written Contracts.

5. Further letting of the rooms as well as their use for purposes other than accommodation or for purposes other than those agreed in the Contract require the prior written consent of the Hotel Operator.

Art. III Accommodation services - individual clients

1. The hotel operator is obliged to make the reserved rooms available to the client from 14.00 hrs on the agreed date of arrival in a condition fit for proper use and to ensure that the guest is not disturbed exercise of his/her rights connected with the accommodation. The client shall always present the following upon arrival at the hotel a valid identity document that meets the



requirements of Act No 253/1998 Coll. On of the Slovak Republic and the Register of Residents of the Slovak Republic in as amended.

2. The client is entitled to hand over the booked room and accommodation before the stated date early "Check-in" only if he/she has expressly agreed with the Hotel Operator and the Hotel Operator has confirmed to the Client in writing or by email that his request accepts. In case of check-in before 14:00 on the day of arrival, the Operator shall Hotel has the right to charge a room fee according to the price list currently in force.

3. The hotel operator is obliged to provide the client with the type of room according to the order, however the client is not entitled to be given a specific room, unless the Client and the Hotel Operator agree agreed in writing.

4. The client is obliged to vacate and leave the room on the agreed departure day no later than 11.00 a.m. on the agreed departure day, unless otherwise agreed in advance. In the case of Late check-out", the Hotel Operator is entitled to charge a fee according to the current price list.

5. If the client, based on the confirmed reservation, has not checked in at the hotel by 18.00 on of arrival and unless a later arrival has been expressly agreed, the Hotel Operator shall be is entitled to transfer the reserved rooms to another client, while the client who has not checked in and has not agreed otherwise with the Hotel Operator, is obliged to pay for the ordered services in in accordance with the cancellation terms of these GTC.

6. If the client requests to check in at the hotel before 6.00 a.m. and the Hotel Operator allows him/her to do so, he/she is obliged to pay the price of accommodation for the whole of the previous night.

7. The Client shall, after checking in to the room, make good any shortcomings, irregularities or any irregularities or objections immediately upon their discovery at the reception of the hotel. He is also obliged to follow the same procedure in if he/she finds any damage to the room or its inventory. If that the Hotel Operator discovers any damage to the room or its inventory after the end of the client's stay without the client has not notified the hotel reception of these facts, the client shall be obliged to compensate the Hotel Operator for the damage to the room or its inventory in full.

8. The client is obliged to store and keep valuable items or objects of high financial, social, or intellectual value in the hotel safe designated for these purposes at the hotel reception. If the Client does not use it, the Client shall be liable for any damage caused by loss, misuse, damage, theft or otherwise the Hotel Operator shall be liable only to the extent provided by law.

9. If the Client wishes to make a guaranteed reservation, the Hotel Operator is entitled to require the client to pay a deposit of 100% of the total price of the reservation. Booking shall be deemed guaranteed by the Hotel Operator upon payment of the deposit.

10. The client's stay in the hotel is governed by the hotel's accommodation regulations and operating rules, which are available at can be consulted at the hotel reception. These regulations are binding on the hotel's guests.

11. A client who is neither a citizen of the Slovak Republic nor an EU citizen is is obliged to comply with Act No. 404/2011 Coll. on the residence of foreigners, as amended fill in and hand in at the hotel reception the official form on reporting the stay of foreigners, whereby all the required data must be filled in completely and truthfully by such a client.

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Art. IV
Accommodation services – groups

1. Unless otherwise stated in these GTC, the provisions of Art. III OF THE GTC.

Art. V
Prices for services provided by the Hotel Operator and payment terms.

1. The client is obliged to pay the agreed price for the services provided, this also applies to services that the Hotel Operator has provided to third parties at the express request of the Client. 2. The agreed price is the price that is stated in the booking confirmation. If the price has not been agreed, the published list prices shall apply. If, due to a change in conditions, the which the Hotel Operator has confirmed the reservation, the Hotel Operator shall exercise the right to to adjust the price, such adjusted price shall apply.
3. The prices quoted in the Hotel's price list are final and include value added tax, they do not include local taxes.
4. If the time between the conclusion of the contract and the provision of the ordered services exceeds 4 months, during which the hotel prices increase, the agreed price may be increased proportionately increase the agreed price by a maximum of 5 % of the agreed price. This provision applies only to orders and bookings which have not been paid in full at 100 % in advance at based on an advance invoice or prepayment.
5. The Hotel Operator may also change the price if the client subsequently changes the price with with the consent of the Hotel Operator the number of booked rooms, the range of hotel services, length of stay, etc.
6. The Hotel Operator is entitled to request advance payment in advance when concluding the contract.
7. The Hotel Operator shall be entitled to require prepayment upon the Client's check-in, a financial guarantee or security in the form of a blocked amount on the client's credit card, and the maximum amount of the services ordered.
8. Unless otherwise agreed in advance, the basis for the billing of the services ordered and used on the part of the client is the tax document - invoice, issued on the day of the client's departure from the premises the hotel or on the day on which the client has used the services ordered by the hotel. The invoice must contain all the particulars laid down by the applicable legislation of the Slovak Republic.
9. The invoice is due 14 calendar days from its issue, unless otherwise specified by the operator. The invoice shall be deemed to have been paid on the date on which the Hotel Operator is in possession of the amount paid, i.e. the day on which the relevant amount is credited to the Operator's account.
10. Payment by debit card can be made both before and after using the hotel services, at based on the information provided by the client necessary to make the payment. By providing debit card payment details, the Client consents to the use of the debit card. The hotel operator shall also have the right to charge the client's debit card for any differences that found in the course of the stay (e.g. consumption from the minibar, refunds, fines, etc.). to which the client agrees. However, the

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hotel operator is obliged to write/email inform the client of any additional settlement of differences on the client's credit card and the reasons for such additional settlement. The hotel accepts the following types of payment Visa, Visa Electron, Master Card, Master Card Electronic.

11. In the event of late payment, the Hotel Operator is entitled to charge interest on late payment in the amount of 0.05% of the overdue payment for each day of delay.

12. Set-off of the Client's claim against the Hotel Operator is excluded if Hotel Operator agrees otherwise with the Client.

Art. VI Events

1. In order to ensure and properly prepare for the event, the organizer of the event is obliged to notify the hotel operator of the final number of participants at least 7 working days before the event takes place.

2. In the event of a change in the scope of the services provided at the request of the client, the Hotel Operator shall provide an increase in the scope of the services provided according to the current possibilities, treating such a request with the care of a proper businessman. However, the client shall not be legally entitled to an increase in the scope of the services provided.

3. Change in the number of participants of the event must be agreed with the Hotel Operator in advance agreed in advance. In the event of such a change/deviation in the number of participants, the Hotel Operator reserves the right to unilaterally change the confirmed rooms; the agreed standard and technical equipment must be maintained. In the event of a room change, the Hotel Operator reserves the right to charge a change in the rental price according to the current price list.

4. If the number of participants is exceeded, the Hotel Operator is also entitled to revise and change the agreed price. The basis for the revised billing according to the previous sentence is the actual number of participants or the binding order if it is subject to cancellation conditions.

5. For events lasting longer than 10 p.m. in the hotel restaurant and other areas of the hotel, and if the agreed price does not already consider the longer duration of the event (beyond the opening hours), the Hotel Operator may charge additional fees.

6. The event organiser or the person ordering the event is not entitled to supply the event with its own food or beverages, except by prior written agreement with In such cases, the Hotel Operator shall charge a service or corkage surcharge.

7. The event organizer and the event order are obliged to pay for the consumption of food and beverages ordered by the event participants jointly and severally within the agreed total costing.

8. The event organiser and the event organiser's client are obliged to pay jointly and severally for services ordered by the event participants beyond the agreed total costing.

9. The Hotel Operator shall not be liable for any infringement of the Client's intellectual property rights. During the event, the organiser/customer is obliged to settle in his own name, on his own responsibility and at his own expense all obligations towards copyright protection organisations.

10. The event organiser or the client shall immediately inform Hotel Operator if the event is likely to cause a public interest, disturb the public order, restrict or endanger the interests of the Hotel

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Operator and other guests Hotel Operator. The Hotel Operator shall be entitled to take adequate measures to prevent such a situation and the Client is obliged to bear them.

11. Advertisements in newspapers or other publication in the media (print, electronic, etc.), advertisements and notices to the general public, in particular invitations to interviews, the holding of political, religious and commercial events which might suggest any relationship with the hotel or are likely to damage the reputation of the operator or parasitic on the hotel's reputation, shall require the prior express, written consent of the hotel operator.

12. If the Hotel Operator for the event organizer, upon his/her request procures technical and other equipment from third parties, he acts always on behalf of, by proxy and for the account of the event organizer or the client. The hotel operator shall thereby no obligations towards third parties and no claims of third parties arising from the use of this facilities are claims only against the event organiser and the event organiser shall agrees to pay them, unless otherwise agreed in writing in advance.

13. Use of the event organizer's own electrical, electronic, technical equipment, or the event organiser when using the hotel's electrical network requires prior prior written consent of the hotel operator. The hotel operator reserves the right to charge separately for such devices and equipment which I crease costs beyond the normal level the energy supply or operating costs of the hotel.

14. The Hotel shall not be liable for breakdowns or damage to the Hotel's technical equipment caused using of such equipment shall be the sole responsibility of the event organiser/customer, who is is liable for the costs of restoration to its original condition. The hotel operator is authorized to carry out inspections by its employees or third parties of such facilities and measures to prevent or avoid the occurrence of such a condition and the client is obliged to tolerate such measures.

15. For the safety of technical, electronic or electrical equipment used of the event organiser or its client is fully responsible for of the event organiser/ordering party.

16. Any decorative material or other object brought in must comply with the legal fire safety requirements. The hotel operator shall be entitled to demand from the organiser/customer of the event the opinion of the relevant public authorities regarding the fulfilment of the conditions required for the objects in question by the legislation in force in force in the territory of the Slovak Republic governing fire safety. In the interest of prevention of possible damage, it is necessary to install and place materials and objects must be agreed in advance with the hotel operator.

17. The organizer/event organizer is obliged to use the rented hotel premises in to the extent appropriate to their nature, in a reasonable and proper manner in accordance with the purpose of the letting and to hand them over to the hotel operator in the condition in which he/she took them over with normal wear and tear. In the event that, after the event, damage is found of the hotel premises, which the organizer/customer of the event has pointed out in advance or at the time of taking over of the event, the damage shall be deemed to have occurred during the event and from the event organiser/ordering party is liable for the damage.

18. The organizer/orderer of the event undertakes to observe and fulfil the following at the venue the event, or in all areas of the hotel, all obligations arising from the regulations on health and safety, protection of property and fire protection (in particular, not 124/2006 Coll. On safety and health at work, as amended, from Act No. 314/2001 Coll. z. No. 121/2002 Coll. on fire protection, as amended, and Decree No. 121/2002 Coll. on fire prevention, as amended), which apply to the

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venue of the event, the event and to the activities of the organiser/customer carried out at that venue.

19. The organiser/ordering party of the event undertakes to hold the event at the venue or in to observe and fulfil all obligations arising from the regulations on environmental protection (in particular, but not exclusively, Act No. 17/1992 Coll. on the protection of the environment Environmental Protection Act No. 17/1991, as amended, Act No. 364/2004 Act No. 478/2002 Coll. on Air Protection, as amended), which apply to the venue, the event and the activity of the organiser/customer carried out at that venue.

20. The organiser/ordering party of the event assumes full responsibility for its own management of the progress of the work, for the safety and health protection of their own staff and others and safety of their employees, workers and other persons invited by them to the event venue during the event, fire safety and for monitoring and observing the regulations concerning occupational safety and occupational health and safety, fire safety legislation and legal environmental protection regulations and for complying with the obligations arising therefrom. Where the venue of the event is a joint workplace, the organiser/customer of the event shall create and ensure the conditions for the provision of health and safety of employees and fire protection at the venue of the event to the full extent.

20. The organiser/ordering party of the event assumes full responsibility for its own management of the progress of the works, for the safety and health protection of its own staff and other persons invited by it to the event venue during the duration of the event, fire safety and for the monitoring and observance of the regulations concerning occupational safety and health at work, fire safety legislation and legal environmental protection regulations and for complying with the obligations arising therefrom. Where the venue of the event is a joint workplace, the organiser/customer of the event shall create and ensure the conditions for the provision of health and safety of employees and fire protection at the venue of the event to the full extent.

21. The event organiser/ordering party is not entitled without prior written consent of the hotel operator to make any changes to the hotel premises.

22. The event organizer/ordering party is fully liable for any damages and losses incurred internal equipment, which is part of the rented premises and other used common areas. In the event that the damage incurred was caused by a person who was demonstrably invited to the event by the organiser/customer or attended the event attended the event with the knowledge of the organiser/ordering party or the organiser/ordering party failed to take sufficient precautions to ensure that such a person was present without the organiser's will at the event, the organiser/customer shall be fully liable for such damage.

23. The organiser/customer is liable for the payment of any additional costs incurred by the participants of food and beverages ordered by the participants.

24. The organizer/organizer of the event is obliged to protect the rented premises of the hotel, hotel and property located therein from damage, loss or destruction. In the event of imminent damage, the organiser/event organiser undertakes to take action to prevent it, in a manner appropriate to the circumstances of the threat.

25. The event organiser/ordering party shall be responsible for compliance with all reasonable and necessary measures to preserve the safety and health of persons who are in during the event will

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be in the rented premises hotel, as well as for the observance of measures for the protection of property located in these premises.

26. The organizer/orderer of the event is entitled to display signs and signs indicating logos, names and type of activities related to the event or its person only with the prior written consent of the hotel operator. Content, design and condition of such signs and boards must not give the public an unfavourable impression, must not infringe the copyrights of third parties and comply with the legal and regulatory provisions and in force in the territory of the Slovak Republic. These signs and boards, as well as the pollution of the areas after them, the organiser/ordering party of the event is obliged to immediately after the end of the event remove it at their own expense.

27. If the organiser/customer of the event leaves the premises dirty after the event or leaves any waste (e.g. boxes, bags, decorations, etc.), he/she is obliged to pay the hotel operator a minimum of EUR 200,- for cleaning up for each single space used, or, depending on the extent of the pollution, may be the above mentioned price is increased.

28. The exhibition and other items brought in must be immediately removed after the event. If the organiser or the event organiser neglects to do so, the exhibits and objects must be left in the event room, the Hotel Operator shall be entitled until the time of removal until such time as these items are removed, the event venue shall charge rent for the room. The hotel operator shall also be entitled to remove or store such items at the event organiser's expense, the event organiser, where applicable, without the conclusion of a contract between the parties storage or storage contract.

29. When concluding the Contract or when ordering/booking the services of the Hotel Operator, it is possible to agree between the Hotel Operator and the Client an Exclusivity in acting Event for a fee according to the currently valid price list.

Art. VII Weddings and events

1. A special regime applies to the organisation of weddings/events. Ordering/booking a wedding or event by the Client is valid and binding for the Hotel Operator only after signing of the booking contract together with the preliminary quotation, and upon payment of the advance payment, in the amount to be determined by the Hotel Operator.

2. Signing of the booking contract/reservation of the wedding or event by the client Hotel Operator may be made in writing or by email.

3. In the event of cancellation of the rental of the premises and services related to the organization wedding/event, the cancellation fee is always 100% of the deposit paid to the Hotel Owner for the rental of the premises and services related to the organization, wedding/event after the wedding/event has been booked/reserved by the Client, regardless of the number of days prior to the date of the wedding/event.



Art. VIII

Deposit for services

1. The hotel operator shall be entitled to require individual clients in advance payment, deposit or debit card guarantee in the amount of 100% of the booked services to the client.

2. Unless otherwise expressly agreed in writing with the Hotel Operator, the Hotel Operator shall be entitled to require advance payments for the event (wedding /event) as follows:

(a) the first NON-REFUNDABLE advance payment in the amount of the room rental immediately, the first instalment of the rental fee, the first payment of the first day of the rental period, the first payment of the first day of the rental period, and the first payment of the first payment of the first reservation contract, only upon crediting this payment to the Operator's account of the Hotel or in cash, the reservation becomes a reservation for the Operator the hotel;

(b) a second advance payment of 50 % of the services booked, which shall be payable at the latest 14 days before the scheduled date of the booked event.

3. If the scheduled event or booking takes place in a shorter period than the periods referred to in the preceding paragraph, advance payments shall be governed by the date of due date indicated on the advance invoice.

4. Payment of the advance payment for the event is confirmation of the binding nature of the contract and is subject to fees according to these GTC.

5. In the event that any advance payment is not paid when due, the Hotel Operator reserves the right to cancel the reservation without prior notice and offer the services to other clients.

Art. IX

Withdrawal, cancellation of the order. Cancellation conditions

1. The client has the right to cancel the ordered services or event.

2. Cancellation of the **booked event** and the related services is subject to compensation to the hotel operator in the form of a cancellation fee, which is determined by percentage of the fixed price of the services or event, depending on the amount of of the persons for whom the event/services are arranged and the length of time that has elapsed from the date of the cancellation of the service or event and the scheduled start of the provision of the service or event.

3. Unless otherwise agreed in writing, cancellation fees are determined from the price of the ordered of the event/meeting and the services ordered in addition to it as follows:

By signing their contract, clients agree to send a completed room form one month prior to the wedding. A completed guest list of their guests.

Based on the room list, rooms will be reserved for them.

At the latest 21 days before the wedding/event, final adjustments/revisions can be made.

changes to the number of rooms booked. In case of non-compliance, they will be charged 100% cancellation fee for each room booked that is not occupied.



30 days before the wedding/event date	Send completed roomlist	0% cancellation fee
21 days before wedding/event date	Confirm roomlist at 100%	0% cancellation fee
14 days before wedding/event	5 rooms available but only for weddings with room reservations of more than 25 rooms	For max 5 rooms = 0% cancellation fee Fee For 6 or more rooms = 50% Cancellation fee from the room rate
13 - 4 days before the wedding/event	Possibility to move 1-3 rooms, but only for weddings with multiple room reservations more than 25 rooms	For max 3 rooms = 0% cancellation fee Fee For 4 or more rooms = 50% cancellation fee from the room rate
3 - 0 days prior to the wedding/event	It is not possible to cancel the roomlist, only for 100% cancellation fee	100% cancellation fee

Cancellation policy for individual reservations of rooms and stays:

- Cancellation 28 days in advance 0% of the room/stay rate
- Cancellation 14 days in advance 50% of the room/stay reservation price
- Cancellation 3-0 days: 100% of the room/stay reservation price

4. In the event that the cancellation of a certain number of rooms in a group booking results in the total number of rooms booked dropping to less than 10 rooms, the Hotel Operator reserves the right to change the price between the group booking and the individual booking, while the terms and conditions for the group booking continue to apply. The cost of technical equipment ordered by the Hotel Operator for the purpose of providing the event, to the extent that costs have already been incurred by the Hotel Operator and could not be covered by other use, shall be borne in full by the Client.

5. When providing catering services, the total price of the ordered services is the sum of the agreed prices for drinks, food, rental of premises and charges for other services. If this price has not yet been agreed, the following formula shall apply for the calculation: the lowest current menu price for the banquet x the number of persons ordered.

6. In the event of the client being more than **1 hour** late for the ordered catering and/or event services, the Hotel Operator reserves the right to postpone the ordered services to another free hour or to other available hotel premises or to offer another, equivalent service.



7. In the event that the client is more than **2 hours** late for the booked catering and/or event services, the Hotel Operator reserves the right to cancel the booked services and charge the client a **100% cancellation fee** for the untaken/unused booked services of the Hotel Operator.
8. In the event of any delay by the client for the ordered wellness or rental services or castle tours or other services provided by the hotel in the form of service delivery from another supplier, the hotel reserves the right to cancel the ordered services and charge the client a **100% cancellation fee** for the untaken/unused ordered services of the hotel.
9. In the event that a purchased gift voucher is not used, the cancellation fee is **100%** of the value of the voucher. Purchased voucher cannot be refunded. The voucher cannot be exchanged for cash or other financial compensation. The voucher is intended for one-time use. If the value of the services booked and the value of the services used during the guest's stay at the hotel is less than the value of the voucher, the difference will not be refunded. If the value of the services ordered is higher than the value of the voucher, the client is obliged to pay the difference in price. The voucher is valid for one year from the date of issue. The term of validity of the voucher cannot be extended.

Art. X

Compensation and legal regime of contractual relations

1. Taking precedence over all provisions of these GTC, all Contracts are concluded in accordance with the laws of the Slovak Republic. In relations not governed by these GTC, the contractual relationship shall be governed by:
 - if the Client is a natural person - a consumer, Act No. 40/1964 Coll., Civil Code 250/2007 Coll. on Consumer Protection, as amended
 - in other cases by Act No. 513/1991 Coll. Commercial Code as amended.
2. In the event that damage occurs during the provision of the services of the Hotel Operator Client, the compensation for damages shall be limited and provided to a maximum of 30 % of the volume of payments actually received by the Hotel Operator.
In the event that the client is a natural person - a consumer, such compensation is limited to 50% of the volume of payments actually received by the Hotel Operator.

Art. XI

Withdrawal from the contract by the Hotel Operator

1. The hotel operator is entitled to withdraw from the contract if the agreed reservation with the possibility for the client to withdraw from the contract within a certain period of time without payment obligation, The hotel operator has a demand for the services booked in this way and the client has the right to return demand of the Hotel Operator does not waive its right of withdrawal.
2. The Hotel Operator is also entitled to withdraw from the contract if any of the following occurs of any of the following situations:
 - a) the right of withdrawal has been agreed in writing with the client for the reasons set out in the contract,
 - b) the client does not insist on performance by the Hotel Operator,
 - c) the client has outstanding overdue debts to the Hotel Operator,

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- d) a prepayment or advance payment has been agreed at the time of booking and the client has not fulfilled the obligation in time,
- e) circumstances have arisen for which the Hotel Operator is not responsible (e.g. force majeure force majeure), which make the performance of the contract impossible or only possible with substantially increased costs. For the elimination of doubts, it shall apply that the increase in costs may be considered to be a substantial increase of 100% or more.
- (f) the services or event have been booked by making false, misleading or incorrect client details or other material facts (e.g. in fact a lower number of guests, lower uptake of services, etc.),
- g) the hotel operator has reasonable grounds to believe that the use of the hotel services could be contrary to law, good morals or would could jeopardise the proper operation, safety or reputation of the hotel.
- h) Unforeseen events have occurred which are beyond the Operator's control as such as interruption of electricity, potable water supply, gas supply, etc.

Art. XII

Liability for damage caused to items brought in or deposited

1. The hotel operator shall be liable for damage caused to brought in or deposited items in accordance with §433 et seq. Civil Code. Items brought onto the premises of the hotel, which have been reserved for accommodation or storage of items, or which have been handed over to one of the hotel operator's authorised employees for this purpose, shall be deemed to have been brought in. The hotel operator is not responsible for any items left loose in the public areas of the hotel. any items left loose in the public areas of the hotel.
2. The hotel is liable for jewellery, money and other valuables only up to the amount specified by law, if they have been stored and locked in the hotel safe and a duly signed protocol of receipt of the items by an authorized employee of the hotel. The right to compensation shall be extinguished if it was not exercised on the day when the injured client became aware of the damage, but at the latest on the day of check-out from the hotel. A written record of the loss, theft or damage must be made in accordance with the Hotel's Complaints Policy at the Hotel reception.
3. The provision of a parking space does not create a contract between the Hotel Operator and the Client for storage or storage. The Hotel Operator shall not be liable for any loss or damage to vehicles parked or moved on the property and their accessories. The Client acknowledges that the car park provided by the Hotel Operator to Clients is guarded by the Hotel Operator's staff and is equipped with a CCTV system. In the event of any damage or theft of the vehicle, the Operator is able to provide CCTV footage. The relevant police officer or investigator will obtain it from the Operator by court order or decision.
4. The Hotel Operator shall not be liable for injuries occurring during accommodation or other types of services, on the Hotel premises or in the Hotel, during leisure programmes of any kind, unless the damage was caused by the Hotel Operator's gross negligence or intent.

Art. XIII

Special provisions



1. Animals may not be brought onto the hotel premises. However, if the hotel operator grants prior written consent for the animals to stay on the hotel premises, a surcharge shall be charged at the agreed rate.
2. Smoking is only allowed in designated outdoor areas of the hotel premises. Smoking is strictly prohibited in other areas of the hotel (all indoor areas and rooms). In case of violation of this prohibition as well as violation of the provisions of Act No. 377/2004 Coll. on the Protection of Non-Smokers and on Amendments and Supplements to Certain Acts, from which the client's actions cause damage to the hotel operator, the hotel operator has the right to impose on the client a fine of 50,- € for each such violation. This provision applies to all types of cigars and cigarettes as well as to electronic cigars and/or cigarettes.
3. No substances of a dangerous nature (explosives, ammunition, corrosives, poisons or toxic substances, infectious or radioactive materials).
4. For safety reasons, it is not advisable to leave children under 10 years of age without adult supervision, neither in the room nor in any other public areas of the hotel except those designated for this purpose. In the event of damage caused by a minor, the parent assumes responsibility for such damage, or the legal guardian, as the case may be. The provisions of §422 of the Civil Code are not affected.
5. For security reasons, the client is not entitled to carry a weapon and ammunition in the hotel premises, or otherwise keep the weapon and ammunition in a condition allowing their immediate use, possibly in violation of Act No. 190/2003 Coll. on firearms and ammunition and on amendment and supplementation of certain acts.
6. The hotel operator shall only accept messages and postal items intended for guests during their stay in the hotel or use of its services. The hotel operator shall not accept consignments of goods addressed to clients.
7. The Hotel Operator shall store the found items in the designated areas (marked as "lost and found") for a maximum period of six months from the date of discovery. From storage items of a food nature, items of a foodstuff nature, items of a foodstuff nature, items of a foodstuff nature, items of a foodstuff nature, items of a foodstuff nature, items of a expiry date and items which may in any way endanger the safety, operation or the reputation of the hotel operator and other guests. In the event of a request for found items, the client is obliged to pay the cost of their delivery to the client.
8. It is not allowed to bring any own food, semi-finished products into the hotel premises, snacks, sweets, beverages, etc., unless otherwise agreed in writing in advance. The hotel operator reserves the right, in the event of non-notification, to unilaterally charge the client for damages and fines according to the hotel's current price list.
9. Clients are strictly prohibited from moving equipment, furniture or any equipment/facilities of the hotel and make any alterations unless it has been agreed with otherwise agreed in writing in advance by the hotel operator.
10. Clients are not allowed to bring into the hotel premises and use electrical appliances that are not the property of the Hotel Operator, except those used for the personal hygiene of the client (e.g. shaver, hair dryer, etc.) and charging mobile phone devices, laptops, etc. For injuries and damages caused by any equipment brought in that is not which is not the property of the hotel operator, is the sole responsibility of the client.

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11. The organizer, the client assumes responsibility for its guests and participants of the event, in the sense that the regulations and rules of the hotel regarding the wearing of drapes and medical devices will be observed.

Art. XIV **Protection of personal data**

1. The hotel operator processes freely provided personal data of the client in the scope of the data provided in the reservation form, namely name, surname, address, state of residence, email, telephone number, as the processing of these personal data is necessary for the reservation of accommodation services provided by the hotel operator and/or for the processing of the client's request for information prior to the provision of accommodation services by the hotel operator, and for the fulfilment of the hotel operator's obligations imposed by generally binding legal regulations. The processing of personal data by the hotel operator shall be carried out for the period necessary to fulfil the above-mentioned processing purpose.

2. The client can check the appropriate box before sending the reservation to indicate his/her consent to receive information about the operator's news and special offers (newsletter). By ticking this box, the client, as the data subject, grants freely and voluntarily to the Hotel Operator within the meaning of the Personal Data Protection Act and the relevant EU legislation, his/her explicit consent to the processing of the provided email address for marketing purposes - sending the newsletter via electronic mail (emails). This consent to the processing of personal data is granted by the client for a period of 5 years.

3. The Client is responsible for the completeness, truthfulness and accuracy of the personal data provided. In the event of a change in the personal data provided, the client is obliged to immediately notify the hotel operator of the change.

4. The client may withdraw consent to the processing of personal data for marketing purposes (for sending newsletters) at any time by clicking on the relevant link located directly in each marketing email from the hotel operator, by sending an email to the hotel operator, or in person at the hotel reception.

5. In the event that the personal data provided is not up to date, withdrawal of consent to the processing of personal data, after the purpose or the period for which consent was granted has been fulfilled for the processing of personal data or if the storage is for any lawful reason inadmissible, the stored personal data shall be deleted.

6. The protection of personal data is governed by the provisions of the Personal Data Protection Act and the relevant EU legislation, which also regulates the rights of the client as a data subject. The client has the right to free information regarding the processing of his/her stored data. Subject to compliance with the requirements set out in the generally applicable legislation, the Client also has (i) the right to access his/her personal data, (ii) the right to rectification of inaccurate personal data, (iii) the right to restrict (block) the processing of his/her personal data, (iv) the right to object to the processing of his/her personal data for the purposes of direct marketing, (v) the right to erasure of personal data, in particular if they are no longer necessary for the purposes for which they were collected or otherwise processed or if he or she has withdrawn his or her consent to their processing and if there is no other legal basis for the processing, or if the personal data have been

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processed unlawfully. In the same way, the client has the right to data portability, i.e. the right to obtain the personal data he has voluntarily provided to the hotel operator in electronic form, in a structured, commonly used and machine-readable format, and in this context, he may exercise his right to transfer these data to another operator, provided that such transfer is technically feasible (right to data portability), provided that the conditions set out above are fulfilled.

7. In the event that a client claims any of the rights of a data subject under the legislation governing the protection of personal data from the Hotel Operator and it is not possible to verify the identity of the applicant from the client's request, or in the event that the Hotel Operator has reasonable doubts regarding the identity of the person making the request, the Hotel Operator reserves the right to request that person to provide additional information necessary to confirm the identity of the person making the request.

8. As a data subject, the client has the right to lodge a complaint with the supervisory authority, which is the Office for Personal Data Protection of the Slovak Republic, located at Hraničná 12, 820 07 Bratislava, upon suspicion that his/her personal data is being processed in violation of the applicable legislation.

9. The hotel operator declares that it processes personal data only for the purposes stated above and in accordance with the Personal Data Protection Act and the relevant EU legislation, using appropriate technical, organisational and security measures.

10. The Client's personal data may, to the extent necessary, be provided to the hotel operator's contractual service provider (another third party recipient) if this is necessary to fulfil the purpose for which it was collected. Such contractual service provider of the hotel operator is in particular a marketing service provider, a bank, etc. The data may be used by these service providers solely for the purpose for which the personal data was collected.

Art. XV Final Provisions

1. These general terms and conditions and legal relations arising on their basis are governed by Slovak law.

2. Should individual provisions of these general terms and conditions be or become ineffective or invalid, the validity or effectiveness of the remaining provisions of these general terms and conditions shall not be affected.

3. Clients confirm their acceptance of these General Terms and Conditions when placing an order. The hotel operator reserves the right to change these general terms and conditions. The obligation to notify the General Terms and Conditions in writing is fulfilled by placing them in accessible places on the hotel premises and on the hotel's website www.parkpalace.sk.

4. The supervisory authority over the activities of the hotel operator is the Slovak Trade Inspection, SOI Inspectorate for the Bratislava Region, Prievozská 32, P. O. BOX No. 5, 820 07 Bratislava 27, Supervision Department.

5. If the client acts as a consumer and is not satisfied with the way the complaint is handled or if he/she believes that his/her rights have been violated, he/she has the possibility to contact the hotel operator with a request for redress. If the request for redress is rejected or not answered within thirty (30) calendar days from the date of its dispatch, the client who is in the position of a

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consumer has the right, pursuant to Section 12 of the Act on Alternative Dispute Resolution, to file a petition for the initiation of an alternative dispute resolution of his/her dispute. The competent entity for alternative dispute resolution of consumer disputes is the Slovak Trade Inspection (www.soi.sk) or another competent authorised legal entity registered in the list of alternative dispute resolution entities maintained by the Ministry of Economy of the Slovak Republic

<https://www.mhsr.sk/obchod/ochrana-spotrebitela/alternativne-riesenie-spotrebitelskych-sporov-1/zoznam-subjektov-alternativneho-riesenia-spotrebitelskych-sporov-1>

whereby the client has the right to choose which of the aforementioned alternative dispute resolution entities to turn to. At the same time, the client may submit a proposal to alternative dispute resolution, use the online dispute resolution platform, which is available at <http://ec.europa.eu/consumers/odr/>. The client can find information on the fees for the proposal on the website of the specific ADR entity.

In Orlové, on 01.01.2021

Lali Tvauri
Managing Director