



### Complaints Policy of Hotel Lopušná dolina

1. Provisions of this Article are of the nature of Complaints Policy issued upon the Act No. 40/1964 Coll. of the Civil Code as amended (hereinafter referred to as the „Civil Code“) and the Act No. 250/2007 Coll. on Consumer Protection and on the amendment of the Act of the Slovak National Council No. 372/1990 Coll. on Offences as amended (hereinafter referred to as the „Consumer Protection Act“).
2. This Complaints Policy regulates the procedure by the enforcement of the liability for defective products and services sold and provided by the Hotel in its facilities in terms of the scope of his business by the customer or consumer.
3. With the personal takeover of the product or provided service, the consumer agrees to this Complaints Policy and confirms to be acquainted with its contents.
4. For the purpose of this Complaints Policy, a complaint is the enforcement of the liability for defective products or services, and complaint settlement is the termination of the complaint procedure by the handover of a repaired product, exchange of a product, provision of an immaculate service, refund of the purchase price or service, paying-out of an adequate discount of the product or service price, a written notice on the takeover of the service or its justified dismissal.
5. The customer is entitled to a complaint of the insufficiency of provided services and defects of purchase products including their right to their removal, exchange, supplement, or alternate provision of a new service or an adequate discount of the agreed price for paid services or goods. The legal liability for any defects shall be exerted at the Hotel reception or by the service staff (person) of the hotel.
6. Advice of the liability of the Hotel for defects of a product or an insufficient service in terms of § 622 and 623 of the Civil Code:
  - (1) If the defect can be removed, the customer has the right to have it removed duly, for free and in due time. The seller is obliged to remove the defect without delay.
  - (2) The buyer can request an exchange of the item instead of the removal of the defect, or a part of the item, if only one part of the item is defect, if this will not lead to unreasonable costs regarding the price of the product or severity of the defect.
  - (3) Instead of the removal of the defect, the seller can exchange the item for a flawless one any time, if this will not bring about serious problems to the seller.
  - (4) If the defect cannot be removed and prevents the use of the item as a flawless item, the buyer has the right to an item exchange or withdrawal from the contract. The buyer has the same rights if the defects can be removed, however, if the buyer cannot duly use the item due to repeated defects after reparation or due to a greater amount of defects of the item.
  - (5) If the defects are other non-removable defects, the buyer has the right to an adequate discount of the item price.

#### 7. How to proceed by a complaint:

##### Food services:

In case of imperfections of food, dishes or drinks, the customer has the right to claim to have them changed or a refund of the paid price, or a discount. In case of lower quality, weight, amount or temperature of dishes and drinks, the guest has the right to request a free, full and immediate removal of the defect/ flaw. Imperfections of quality of food and drinks for immediate consumption shall be complained of and announced immediately after being found in the hotel, especially to the serving employee. If the imperfections of food and drinks for immediate consumption refer to the amount and weight, they must be complained of before consumption.

##### Accommodation and other services:

The customer is entitled to request a free and full removal of imperfections and defects of accommodation services and sold goods in due time, namely: a) change of the defect room equipment or adding small room equipment; b) change of defect goods; c) alternative accommodation in another hotel room; d) if technical defects cannot be removed in customer's room (e.g. defect of the heating system, low water pressure, electric power input), and if the Hotel cannot offer the guest an alternative accommodation, and if the room will be provided to the guest despite these defects, the guest is entitled to a discount of the basic price of accommodation after mutual bilateral agreement or has the right to a withdrawal from the contract before staying overnight and the right to the refund of the price paid for the accommodation. Complaints of imperfection of other goods or services shall be asserted in the Hotel where the goods or services have been bought by the guest immediately or without delay, upon receipt of payment, in case of goods by the end of the guarantee period at the latest.

Without submitting a receipt of payment the complaint does not have to be accepted by the Hotel. A complaint of accommodation defects can be announced to the receptionist without delay. The right to a complaint of accommodation defects shall lapse if not asserted within 15 days from the end of the stay at the latest.

8. When asserting the complaint, the customer shall submit all relevant documents on the provision of the service or acquisition of goods affected by the defect or imperfection and describe the defect of the goods or service.

When moving into a room, the customer is obliged to inform the hotel reception on any imperfections or defects or reservations immediately after finding them out, otherwise they don't have to be accepted by the Hotel.

9. The complaint shall be settled by the head of the department of Hotel and restaurant services or a hotel employee in charge, who is obliged to examine the complaint and decide on how it shall be settled. If the complaint cannot be settled by an agreement, the head of the department of Hotel and restaurant services or the employee in charge will draw up a complaint record with the customer. In this record the customer states the exact description of the provided service or purchased goods, time of the provision of the service or purchase of goods and a description of the defect or imperfection. The head of the department of Hotel and restaurant services decides on whether the complaint is justified or not immediately or within 3 workdays in case of complicated cases. If the subject of the complaint needs to be examined by an expert, the complaint will be settled within 30 days. The customer shall receive a copy of the complaint record and its resolution.

10. The customer is obliged to cooperate with the hotel employee as far as it is needed for the settlement of the complaint, especially by giving true information regarding the provided service or purchased goods. If it is required by the nature of the complaint, the customer shall enable the employee of the provider to enter the room he was provided with, for the purpose of the verification if the complaint is justified.

11. The Hotel reserves the right of a unilateral change or amendment of the Complaint Policy without prior notice of the customer.

Complaints Policy is valid from June 1 2017.

**Operator of Hotel Lopusná dolina:** CHEMOSVIT ENERGOCHEM, a.s., Štúrova 101, 059 21 Svit, ID-No.: 31737862, Tax ID-No.: 2020015635