



General Business Terms and Conditions of Hotel Lopušná dolina

I. Initial provisions

1. These general terms and conditions regulate the rights and obligations of the Contracting parties resulting from agreements concluded between the accommodation provider: Hotel Lopušná dolina: CHEMOSVIT, a.s., Štúrova 101, 059 21 Svit, ID-No.: 31 671 047 (hereinafter referred to as the „Hotel“) and the Customer (Guest) regarding the provision of accommodation and other hotel services provided by the Hotel Lopušná dolina. If not agreed by the Contracting parties in writing, application of other contractual conditions is expressly excluded.
2. The Agreement of accommodation or provision of other services comes into existence by the confirmation of the Hotel in writing, via fax or e-mail (hereinafter referred to as the „Agreement“). Unless agreed otherwise between the Contracting parties, the Hotel always decides on the acceptance or rejection of the order at it's own discretion.
3. By placing the order, the Customer irrevocably accepts these General Business Terms and Conditions, unless otherwise agreed in writing. In case of an order of a third person, this person is responsible towards the Hotel together with the Guest as joint debtor for all liabilities from the Agreement, if he submits particular declaration from the Guest to the Hotel.
4. Any sublease or further rent of the rooms as well as their use for other purposes than accommodation or other purposes than agreed in the Agreement requires a prior written consent of the Hotel. Any violation of this obligation establishes the right of the Hotel to a withdrawal from the Agreement.

II. Terms and conditions of accommodation

1. The Hotel can only accommodate a Guest that has been duly registered for the stay. The Guest can register at the reception immediately upon arrival. For the registration the Guest must submit his ID-card, passport or another identity card to the Hotel employee in terms of the Act No. 253/1998 Coll. on Reporting Residence of Citizens of the Slovak Republic in the Register of Citizens of the Slovak Republic and in terms of the Act No. 122/2013 Coll. on Personal Data Protection.
2. Each Guest that is not a citizen of the Slovak Republic (foreigner) is obliged to fill in and submit an official form of Notice of the Stay, submitted to the Guest upon arrival by the Hotel employee, at the reception in terms of the Act No. 404/2011 Coll. on Stay of foreigners as amended, whereas all required data are to be true and complete.
3. The Hotel provides Guests with services to the full extent in terms of the Regulation of the Ministry of Economy No.. 277/2008 Coll. determining classification marks of accommodation facilities by categorization and classification.
4. In exceptional cases, the Hotel can offer the Guest accommodation different from the agreed accommodation, if it does not differ from the order considerably.
5. Unless otherwise agreed between the Contracting parties in writing, the booked room is available to the Guest from 02:00 p.m. on the day of the arrival.
6. A Guest that checks in before 06:00 a.m. is obliged to pay the full accommodation price for the previous night.
7. On the day of the departure, the Guest must leave the room and check out until 10:00 a.m. at the latest. If he leaves the room and checks out later (after 10:00 a.m.), the Hotel is entitled to bill the Guest with a fee amounting to EUR 20.00. After paying this fee, this does not entitle the Guest to stay in the room another night. The room is deemed left free when the Guest takes out all his luggage and personal effects, handing over keys at the reception and informing the Hotel employee on the check-out. The Hotel reserves the right to check the room equipment, payment and consumption of the Guest within 1 hour at the latest after leaving the room (check-out) by the Guest.
8. Unless a later arrival has been agreed between the parties, the Hotel can give the booked room, if not occupied by the Guest by 04:00 p.m. on the agreed day of arrival, to another person.
9. If the Guest booked a single room in advance and confirmed this order, the Hotel will only bill the Guest with the price for the single room also in case that the Guest will be accommodated in a double or triple room or an apartment. This also applies by ordering and confirmation of accommodation in a double or triple room, if the Guest is accommodated in a room with more beds or in an apartment.
10. If the Guest wishes to extend his stay, the Hotel can also offer him another room with price differing from the price for the room he has been previously accommodated in. In this case the Guest is not entitled to be accommodated in the same room he has been previously accommodated in, nor in another hotel room, if it is not possible due to hotel capacity or operation reasons.

III. Payment for accommodation

1. The price for accommodation or another service is determined in terms of the price list of the Hotel valid on the day of the conclusion of the Agreement, if not agreed individually by the Contracting parties. The Hotel publishes the price list of provided services on its website and at the Hotel reception.
2. The Hotel is entitled to require an advance payment from the Guest amounting up to 100% of the accommodation price by the booking. Accommodation booking is binding for the Hotel only on the day of the payment of the advance payment to the bank account of the Hotel, unless otherwise agreed in writing.
3. The Guest is obliged to pay the price for the accommodation and provided services according to the valid price list of the Hotel. This also applies to services and expenses of the Hotel towards third parties initiated by the Guest. The Guest is obliged to pay the price for the accommodation and all provided services upon a submitted invoice together

- with the statement of advance payments received from the Guest on the last day of the stay at the latest.
4. If the Guest terminates the agreed stay in the Hotel prematurely, the Hotel is entitled to bill the Guest with the full price for the whole length of the ordered stay.
 5. The agreed prices include the price for accommodation, tips and applicable value added tax. If the period between the conclusion and execution of the Agreement exceeds 4 months and the price for these services generally billed by the Hotel rises, the Hotel can raise the agreed price accordingly, yet no more than by 10%. The Hotel can also change prices, if the Guest asks for additional changes in the number of booked rooms, Hotel services or the length of the stay and the Hotel agrees.
 6. If the price for provided services exceeds EUR 665,-, the Guest is obliged to pay the price for services provided so far upon request of the Hotel reception.
 7. The Hotel is entitled to bill the Guest with incurred claims as due and require an immediate payment. In case of a late payment the Hotel is entitled to require interests for the late payment. If agreed with the Guest, the Hotel can issue an invoice with a later due date, yet max. 14 days after being issued.
 8. The Guest is not entitled to set off any of his claims with the claim of the Hotel for the payment of the service price without a prior written consent of the Hotel.

IV. Responsibilities of the Hotel and Guests

1. The Hotel is liable for damages of items brought by the Guest to the Hotel in terms of applicable provisions of the Civil Code. The Hotel is not responsible for any damages of items brought into rooms not reserved for accommodation or storage of items. The Hotel is not responsible for any jewels, money and other valuables.
2. Upon request, the Hotel shall provide a safe for the Guest for a fee according to the valid price list. Using a safe in the room cannot be deemed a safe custody of the item by the Hotel.
3. The Hotel is not responsible for any forgotten or lost items in the Hotel.
4. The Hotel is not responsible for any damages incurred to the Guest outside the Hotel.
5. Guests can receive visitors in the common rooms of the Hotel. Guests can only receive visitors in their rooms from 8.00 a.m. to 10.00 p.m. with the consent of a Hotel employee after making an entry into the Book of visitors.
6. In case of an illness or injury of a Guest the Hotel provides the necessary medical help or transport to hospital.
7. It is forbidden to move furniture and equipment in the room or common rooms and make alterations or changes of the electric network or other installations and fixtures without the consent of the Hotel.
8. The Guest must not use his own appliances with the output over 1.000 watts in the Hotel and especially not in the room.
9. Before leaving the Hotel, the Guest is obliged to switch off the light and all equipment in the room, close all water taps, close the door and leave the electronic card at the reception.
10. For safety reasons, it is not allowed to leave children under 10 years without supervision of adults in the room or other common rooms of the Hotel.
11. For safety reasons, the Guest is not allowed to carry a gun or ammunition or keep the gun or ammunition in a condition enabling their immediate use.
12. The Guest must not bring skis, snowboards, sledges and bicycles into the room or other rooms not reserved for this equipment.
13. From 10.00 p.m. to 7.00 a.m. the peace at night is to be kept.
14. Smoking is only allowed in reserved rooms of the Hotel. It is strictly forbidden to smoke in the rooms. It is strictly forbidden to use any narcotic and psychotropic substances in the Hotel.
15. Waste is to be put into special bins and containers.
16. If the Guest receives (or for a payment) a parking place in the Hotel parking lot, the Hotel is not liable for any losses or damages on the Hotel ground of parked or moved cars and things in these cars.
17. The waking services with great care. Any messages, letters and goods consignments for Guests are always handled with special care.
18. The Hotel is not liable for any injuries by free-time activities of any kind, except for the case when Hotel employees would act due to gross negligence or intentionally.
19. Things that have been found are only sent to the Guest upon request of the accommodated Guest. Things found in the Hotel are stored in the Hotel for six months. After this period, the valuable things are handed over to the municipality.
20. The Guest is obliged to inform the Hotel reception on any imperfections, discrepancies or reservations immediately after they have been found when moving into the room. The same applies in the case if the Guest finds any damages in the room, its equipment. If the Hotel finds any damages of the room or its equipment after the stay of the Guest and these damages have not been previously reported to the reception, the Guest is obliged to indemnify the Hotel for these damages to the full extent.
21. The Guest is responsible for damages caused to the equipment or inventory of the Hotel in terms of applicable legal provisions. In case of any damages or destruction of the Hotel property, the Hotel is entitled to indemnification in the acquisition value of the destroyed equipment. The value of the equipment is determined in the written list at the reception. It is in the interest of the Guest to read its contents in case of destroying or damaging the room equipment. The Guest is responsible for damages caused by underage persons as well as damages caused by persons to be found in the premises of the accommodation facility and whose stay was enabled by the Guest.
22. If the Guest incurs any damages of the Hotel property, he is obliged to pay indemnification for the damages incurred upon the final account of accommodation and services or upon an invoice on the last day of the stay in the Hotel at the latest.
23. Any complaints or ideas for the improvement of Hotel operation and work shall be received by the head of the reception or Hotel management. Claims and complaints are settled in terms of the Complaints Policy published at the Hotel reception.

V. Cancellation conditions, withdrawal from the Agreement

1. If the Customer cancels the Agreement before the commencement of the stay, he is obliged to pay cancellation fees stated in this Article to the Hotel. The cancellation fee does a percentage of the price of the agreed services. The cancellation fee, unless otherwise agreed in the Agreement, is determined upon the period from the cancellation day to the planned commencement of the provision of agreed services.
2. If the stay is cancelled by the Guest
 - 5 and less days before the agreed commencement of the stay, the cancellation fee is 100 % of the price of the agreed services,
 - 6 to 10 days before the agreed commencement of the stay, the cancellation fee is 70 % of the price of the agreed services,
 - 11 to 20 before the agreed commencement of the stay, the cancellation fee is 50 % of the price of the agreed services,
 - more than 21 days before the agreed commencement of the stay, the Hotel does not charge any cancellation fee.
3. Despite cancellation terms and condition stated in this Article, the Hotel always reviews the cancellation terms and conditions individually in each case for the purpose of the provision of more advantageous conditions of the Guest.
6. If the agreed or required payment won't be executed even after an adequate additional period determined by the Hotel, the Hotel is entitled to withdraw from the Agreement.
7. The Hotel is entitled to withdraw from the Agreement in the following cases:
 - if the Customer violates his obligations resulting from these General Business Terms and Conditions or if the Guest grossly violates good manners despite warning or otherwise grossly violates his obligations from the Agreement or Accommodation rules.
 - Vis major or other circumstances, for which the Hotel is not liable for and which make the execution of the Agreement impossible.
 - rooms have been booked with misleading or wrong data about the Customer or about other important facts;
 - the Hotel has a justified reason for the assumption that the utilisation of hotel services by the Customer could disrupt the smooth operation of the Hotel, safety of the Hotel, its employees or clients, harming the reputation of credibility of the Hotel in the public and this could not be ascribed to acts of the Hotel. The Guest has no claim for indemnification in the case of a withdrawal from the Agreement by the Hotel.

VI. Events

1. The organizer of the event must inform the Hotel on the final number of participants five workdays before the date of the event at the latest so that the Hotel can prepare everything carefully.
2. The Hotel accepts a lower number of participants by max. of 10% by the billing. In case of a number of participants exceeding this number the basis is the originally stated number of participants minus 10%.
3. In case of a higher number of participants the basis of the billing is the actual number of participants. If the actual number of participants exceeds 10%, this must be agreed with the Hotel in advance.
4. By the number of participants exceeding 10% the Hotel is entitled to set a new price as well as change the confirmed rooms with the exception that it would be an inadequate requirement towards the organizer of the event.
5. By events lasting longer than until 10:00 p.m., the Hotel is entitled to bill the Customer with tips upon particular receipts, if the longer lasting (later than 10:00 p.m.) is not included in the agreed price.
6. The organizer of the event is not basically entitled to bring food and/or drinks to the event. Any exceptions require a prior written agreement with the Hotel. A service fee is charged in this case.
7. The organizer of the event and the Customer are liable for the payment of additional dishes and drinks ordered by participants of the event.
8. The organizer of the event / Customer is obliged to inform the Hotel without a request, if the accomplishment of the service and/or the event (due to its contents or nature) is able to draw public attention or restrict interests of the Hotel.
9. Newspaper advertisements as well as other measures or publishing, especially invitations for interviews, political or religious events and sales events, showing a relation to the Hotel, strictly require a prior written consent of the Hotel.
10. Any photographs published on the website of the Hotel are protected by copyright and any handling is subject to a written consent of the author. Website users must not write, copy, depict, publish, reproduce, promote the published photographs by sale, lease or lending without a written consent of the author. The Hotel is on no account liable for any indirect, accidental indemnification, including loss of profit caused by the use, promotion or any other handling of the published photographs without the consent of the author.
11. Shall the Hotel procure technical and other devices from third parties for the organizer of the event upon his request, it shall act on behalf of, upon power of an attorney and on the account of the organizer of the event. The organizer of the event shall free the Hotel from any claims of third parties from ceding of this device.
12. The organizer of the event can use his own appliances (electric devices) by the use of the electric network by the load over 1000 W only with the written consent of the Hotel. The organizer of the event bears all damages or defects of the technical devices of the Hotel, unless caused or incurred by the Hotel.
13. Any brought decoration material must comply with the legal fire requirements. The Hotel is entitled to require an official certificate for this. Due do possible damages, the installation and placement of items is to be agreed with the Hotel in advance.
14. Any brought display and other items must be removed after the event immediately. If the organizer of the event fails to do so and these items stay in the room of the events, the Hotel is entitled to bill the organizer of the event with a rent for the room for the time that the items will be placed there. The evidence of lower loss is reserved to the organizer of the event and higher loss to the Hotel. The Hotel is also entitled to remove and store these items on the account of the organizer of the event, however this does not establish any contract of custody or deposit. The

organizer of the event is obliged to pay the Hotel for any damages caused by the storage of the left items.

VII. Complaints Policy

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.

VIII. Final provisions

1. Relations not regulated by these General Business Terms and Conditions or the Agreement are governed by applicable provisions of generally binding legal regulations of the Slovak Republic that come as close as possible to them.
2. Shall particular provisions of these General Business Terms and Conditions become invalid or ineffective, the validity and effect of other provisions shall not be affected.
3. Any changes or amendments of the Agreement concluded between the Hotel and a third party or of these General Business Terms and Conditions must be made in writing and require a consent of the eligible representative of the Hotel to be effective. Unilateral changes or amendments by the Guest shall be ineffective.
4. The Hotel declares that personal data provided by the Customer for the purpose of the provision for the ordered service are collected, processed and stored in terms of acts of the Slovak Republic in force, especially of the Act No. 428/2002 Coll. on Personal Data Protection as amended. The Customer gives the Hotel his consent for the collection, processing and storage of these personal data or the purpose of the accomplishment of the subject of the concluded Agreement until it receives a written statement of a disagreement with this processing.
5. The place of the performance and payment is the domicile of the Hotel. The Hotel reserves the right to any changes of these General Business Terms and Conditions. The obligation of a written notice is fulfilled by their placement in available places in the Hotel and on the website of the Hotel.
6. General Business Terms and Conditions are valid from Dec 1 2015.