

ACCOMMODATION RULES

- These accommodation rules of the Eurocom Investment, s.r.o. company, with the registered office at 034 83 Bešeňová 136, Company number: 35756985, registered in the Commercial Register of District Court Žilina, Section: Sro, Insertion no.: 14558/L (hereinafter referred to as "EI" or "operator") specify the terms of providing accommodation and other related services at the AKVAMARARÍN **** hotel (hereinafter referred to as "hotel") as well as the rights and duties of the operator and guests staying at the hotel (hereinafter referred to as "client(s)") from the moment the clients check in until they check out. The accommodation rules are published on the hotel website: www.tmrhotels.sk/hotel-akvamarin-besenova/ sk/ and available also at the hotel reception. By checking in and using services at the hotel, every client confirms that they have acquainted themselves with the accommodation rules and undertake to respect them.
- The booking process of services is governed by separate General Terms and Conditions of the Tatry Mountain Resorts, a.s. company (hereinafter referred to as "TMR") and EI which specify the booking of accommodation and other related services.
- 3. Only clients that are personally checked in can stay at the Akvamarín**** hotel (hereinafter referred to as "hotel"). To check in, every client is obliged to show their identification card, passport or another identification document at the reception desk when checking in (applies to fellow travelling adults and underage children too). Once checked in, every client is given a hotel card with the name of the hotel, the name of the client, the room number, the duration of the stay and the check-out time.
- 4. The hotel is entitled to decline clients with contagious diseases, parasitic infections or other diseases that might endanger the health of the hotel staff or other hotel guests.
- Clients can be checked in by the operator based on the respective reservation(s) on the day of arrival after 3:00pm unless otherwise specified by the operator. Early check-in (before 3:00 pm on the day of arrival) is chargeable and subject to availability. The early check-in surcharge is as follows: from 10:00 am - €40/room, from 12:00 am - €20/room, from 1:00 pm -€10/room. If any client fails to check in until 12:00 pm without notifying the operator before, the operator is entitled to offer the booked room(s) to other guests. In such case, the respective client is not entitled to receive the paid accommodation price back. The same applies to financial, non-financial compensation and substitute use of services. Unless a deposit has been paid, the reception is obliged to hold the reservation until 6:00 pm on the day of arrival. After 6:00 pm, the respective accommodation unit can be used for other purposes/by other clients. In such case, the client is not entitled to receive any financial, non-financial compensation and substitute use of services.
- 6. Clients can use their rooms only during the time period arranged with the hotel in advance, i.e. from 3:00 pm to 10:00 am. Clients have to leave their accommodation unit(s) until 10:00 am on the departure day. Late check-out is subject to

- availability and is possible only if arranged with the hotel reception. The service is chargeable and the hotel is not obliged to offer it. Every client is informed about late check-out surcharges once they ask for the service. Every client who fails to respect the check-out time (10:00 am) on the day of departure and has not asked for a late check-out before has to pay the following extra surcharges for staying at the hotel room longer: until 12:00 am $\ensuremath{\in} 20/\ensuremath{\text{room}}$, until 2:00 pm $\ensuremath{\notin} 40/\ensuremath{\text{room}}$. If any hotel guest fails to respect the 2:00 pm late check-out time, the hotel is entitled to charge them with a full rate for one extra day or have their belongings moved out from their hotel room and stored at their expense somewhere else.
- 7. If any client asks to stay longer, the hotel is entitled to meet their request only if such accommodation and other related services are available. Clients are not entitled to be offered accommodation for a longer time period than arranged before. If accommodation for a longer time period is available, the respective client is obliged to pay for the accommodation at the hotel reception in advance in cash or by card. In such case, the hotel is entitled to offer another room than the one the client was staying in and the guest is obliged to change the rooms on the original departure day (the first extra day) and follow the instructions of the hotel reception.
- In special cases, the hotel can offer accommodation which has not been arranged before unless it is much different from the one confirmed.
- If any client fails to use the services they have booked and paid for – due to any reason or without specifying the reason (earlier departure, later arrival...), they are not entitled to receive any financial or non-financial compensation, or substitute use of services.
- When entering the hotel room, every client should check the amenities and equipment inside and report any potential damage or failures at the reception immediately.
- It is not allowed to use clients' personal electric appliances in hotel rooms except appliances for personal hygiene (razors, epilators, etc.), mobile phone chargers, notebooks and tablet computers.
- 12. No shifting, fixing or changes on the furniture, equipment, electrical and other installations etc. are allowed in hotel rooms, common areas, the restaurant, the lobby bar, etc. if not approved by the general manager or the operations manager.
- All hotel premises, including hotel rooms, balconies and terraces are non-smoking. An outdoor area in front of the hotel entrance is reserved for smokers.
- 14. If any client violates the smoking ban related to hotel rooms and other hotel premises, the operator is entitled to charge a €100 contractual fine that the respective client has to pay in cash or by card at the hotel reception no later than when checking out. If violation of the smoking ban inside a hotel room or other hotel premises results in damage of the operator's and/or hotel property and/or the property, life or health of hotel



- clients or the hotel staff, the damage must be reimbursed by the respective client in its entirety.
- 15. It is not allowed to leave children under 10 years unattended (i.e. not accompanied by a legal representative or an adult person over 18 years authorised by the legal representative) in hotel rooms and other common areas due to safety reasons.
- 16. Dogs and other pets cannot stay at the hotel due to hygiene and safety reasons. There is a €50 fine/night for violation of this rule. In such case, the respective hotel guest must leave the hotel.
- 17. All hotel clients are obliged to respect the quiet hours from 10:00 pm to 6:00 am and cannot disturb other hotel guests in this period. Disturbing behaviour that violates the quiet hours includes too-loud TVs, too loud conversations in hotel rooms and halls, on hotel terraces, singing, etc. Social events such as celebrations, weddings etc. can be held after 10:00 pm only if allowed by the general manager or the operations manager.
- 18. The hotel lobby and the lobby bar are meant for receiving visitors of hotel guests. Visitors can be accepted in hotel rooms only if allowed by the hotel reception and once the visitors sign the visitor's registration book. No visitors are allowed at the hotel during quiet hours.
- 19. Every client is obliged to leave their hotel room in the same condition as they have accepted in when checking in. When leaving the room, clients are obliged to turn off the lights and all electric appliances in the room, close all water taps and windows, wash the dishes in the kitchenette and put them into the cabinets (otherwise a €20 surcharge may be required for cleaning), lock the door and leave their chip at the reception. Any damage of the furniture or appliances inside the hotel room must be repaired by the respective client at their expense before checking out or the respective client is obliged to pay all related costs.
- 20. If a chip gets lost, a €10 fine + a charge for used services are required.
- 21. Clients are responsible for any damage they or individuals they are responsible for cause to the hotel's and/or operator's property, life, property or health of operator's employees or other hotel guests. Any damage must be reimbursed to the injured party (operator, client, employee) in accordance with relevant regulations.
- 22. If any client gets ill, injured or suddenly feels bad, the hotel reception needs to be contacted immediately (health problems of underage clients have to be reported by their legal representatives or other authorised persons) so that the first aid can be guaranteed and necessary medical help or transport to hospital/doctor's surgery can be arranged at client's expense.
- 23. Members of the hotel staff are entitled to enter the hotel rooms in order to clean them, add products to the mini bars and other items, repair any damage if necessary, provide emergency medical help or if violation of these accommodation rules is suspected or the property of the hotel or hotel

- guests, health or life of clients or the hotel staff are in danger. All members of the hotel staff have to wear hotel uniforms with their name badges and the name of the hotel displayed when entering hotel rooms.
- 24. Rooms are cleaned between 8:30 am and 4:00 pm. Other cleaning times need to be arranged at the reception. Kitchen cleaning and dish washing are not included in room cleaning services. If any clients do not wish to be disturbed, they are obliged to use the respective door hangers. Towels are changed after every night at the hotel. Bed sheets are changed every other day at the hotel. If any clients wish to have the bed sheets changed more often, there is a surcharge based on the valid price list.
- 25. Swimwear is not allowed at the Lobby bar and the hotel restaurant.
- 26. Accommodation rates and price lists of other services are available at the hotel reception.
- Accommodation and other provided services must be paid for in accordance with the valid price list before clients check in. All hotel bills must be paid once received.
- 28. Every client is obliged to pay a EUR 50, PLN 200 or CZK 1,500 deposit for borrowed chips in cash if they use the Bešeňová water park on the last day (departure day). The deposit will be paid back once the client returns their chip at the reception.
- 29. Guests staying at the hotel are obliged to store their money, valuables and jewels in a safe at the reception. Otherwise the hotel bears responsibility only in the amount which is specified by § 1 Government Regulation No. 87/1995 Coll., which implements certain provisions of the Civil Code as amended by Government Regulation No. 586/2008 Coll. and Regulation No. 281/2010 Coll., i.e. in the maximum amount of EUR 331.94.
- 30. The operator is liable for damage caused to clients while staying at the hotel in accordance with applicable provisions of the Civil Code and other generally binding legal regulations that are effective and in force in the Slovak Republic.
- 31. Liability for damage must be claimed by clients at the operator within periods and in accordance with terms specified by applicable regulations of the Civil Code and other generally binding legal regulations that are effective and in force in the Slovak Republic.
- 32. Forgotten personal items of hotel guests are stored in the lost property office of the hotel. Shall clients forget any of their personal belongings in the hotel room(s), they are obliged to inform the hotel reception no later than within 24 hours after checking out by phone or by email. The hotel will do its best to find the reported (forgotten or lost) items of former hotel guests and inform the respective clients about the result. Found forgotten or lost belongings of former hotel guests shall be sent to them only upon their request and at their own expense and can be stored for a maximum of 3 months.
- 33. Any suggestions and complaints shall be presented to the ho-



tel management via the hotel reception.

- 34. The hotel reception accepts only Bešeňová water park tickets included in hotel packages or purchased at the reception desk. Discounts cannot be combined. Tickets purchased via GOPASS and discount portals and season tickets are one-time tickets and can be used only at main water park ticket offices. Only to clients who stay at the hotel and are registered properly in the hotel system can be given chips at the hotel reception. Every chip can be used as means of payment but only by its owner and is connected to their hotel bill. It is thus important to take the chip everywhere one goes and not to exchange it with anybody else. Chips can be used around the water park and in all gastronomy facilities in the park. Every guest is responsible for their chip and obliged to contact the reception immediately if they lose the chip. The hotel reception bears no responsibility if a chip gets lost or stolen and is then misused. A €10 fine/chip is required for a lost chip. When paying with the chip, every client is obliged to check every bill and file a potential complaint without undue delay if necessary. Every hotel chip can be used to buy services in the maximum value of €100/purchase.
- 35. Every hotel guest can buy Harmónia sauna world tickets with 20% off going prices by using their hotel chip. Every sauna world ticket is a single ticket and can be used for a maximum of 3 hours. Every extra Harmónia use is subject to a charge which is automatically put on the hotel bill. The sauna world is available also to children older than 6 years (incl.), but only if they are accompanied by adults older than 18 years for a maximum of 3 hours. For the Bešeňová water park rules and Harmónia sauna world rules, please visit Besenova website.
- 36. Any surcharges related to accommodation or other services in the water park or restaurants can be paid at the reception when leaving at the latest in cash or by card. Every client is obliged to check their bill and file a complaint if there is a reason for it without undue delay.
- 37. The opening times of the Bešeňová water park (and the Harmónia sauna world) are published on the water park website: www.besenova.com. The water park times of operation end 15 minutes before the park is closed. The opening times are subject to change. Hotel guests can enter the water park and the pools 15 minutes before the official opening at their own risk. Once they do so, the operator is not liable for any damage related to the property and/or health of the respective clients.
- 38. The private hotel pool is available only to guests staying at the Akvamarín**** hotel and can be used from 9:00 am to 9:00 pm during the summer season, from 10:00 am to 8:00 pm in low season and from 9:00 am to 8:00 pm during the winter season. Outside of the times above, swimming in the private pool is strictly forbidden. There are no lifeguards to guarantee safety outside of the opening times and the pools are maintained at night (higher chemical concentration in water etc.). The hotel is not liable for any health damage or other damage

- if the swimming ban is violated. Any opening time changes are published at the hotel reception.
- 39. The private hotel pool is cleaned every Wednesday in the evening from 9:00 pm to 9:00 am of the following day. A notice about the temporary pool closure is always displayed at the hotel reception and next to the pool entrance.
- 40. The hotel is managed by the operator (TMR a.s. and Eurocom Investment s.r.o.) and details about current product and service offers or Akvamarín hotel operation limitations are published on the hotel website: www.tmrhotels.sk/hotel-akvamarin-besenova/sk/. Details about current product and service offers, Bešeňová water park limitations and price lists are published on the water park website: www.besenova.com.
- 41. Clients are not entitled to receive financial or non-financial compensation or substitute use of services if the hotel services could not be provided in their entirety due to operational reasons caused by the operator (TMR or EI) (e.g. wellness and spacentre limitation, increased noise during a wedding or celebration held inside the hotel, closed pools or saunas applies to hotels located in or at water parks, etc.).
- 42. The procedure of filing complaints and exercising the rights related to the operator's liability for damage (hereinafter referred to as "complaints") including details where can complaints be filed and how complaints related to hotel services can be filed is specified by the hotel Complaints Policy which is published on the hotel website and available at the hotel reception.
- 43. Details related to the protection of personal data are included in the Data Protection and Privacy Policy of TMR Group and published on the <u>website TMR</u>.
- 44. The operator is entitled to amend these accommodation rules anytime and the respective change is considered effective for all hotel guests once published on the hotel website: www. tmrhotels.sk/hotel-akvamarin-besenova/sk/. Every client is obliged to follow the accommodation rules which are effective and in force on the day they check in at the hotel.
- 45. Every client is obliged to follow these accommodation rules. If any client violates these accommodation rules or instructions of the hotel staff, or causes damage or endangers the property of the operator, or the health, life or property of the hotel staff or clients, or violates good manners despite warnings, or fails to respect their duties based on the respective accommodation agreement, or damages good reputation of the operator, the hotel staff or clients, the operator is entitled order the client to leave the hotel and prevent them from using services at the hotel (applies also when checking in). In such case, the client is not entitled to be returned the aliquot part of the price they paid or any other financial or non-financial compensation or substitute use of services or damage reimbursement.
- These accommodation rules and all legal relations resulting from individual accommodation agreements are based on the laws of



- the Slovak Republic. All legal relations that are not specified by these accommodation rules shall be governed by generally binding legal regulations that are effective in the Slovak Republic.
- 47. If any provisions of these accommodation rules are or become invalid, ineffective and/or unenforceable, this shall not affect the validity, effect and/or enforceability of other provision of these accommodation rules.
- 48. These accommodation rules specify the rights and duties of clients when staying at the hotel. If any accommodation agreement concluded between the operator and individual clients, or specific general terms and conditions related to services provided at the hotel (e. Wellness centre, water park, massages, restaurants, etc.) differ from these Accommodation rules, the specific terms and conditions shall be considered decisive and given prio-

rity to these Accommodation rules, in every point they are different. All issues not specified by any specific terms and conditions shall be governed by these Accommodation rules.

These accommodation rules become effective and come into force on August 1st 2021.

In Bešeňová on June 30th 2021 Silvia Žuborová *General manager of the Akvamarín**** hotel*