

## COMPLAINTS POLICY

### Article 1

#### Basic provisions

This Complaints Policy specifies the procedure of filing complaints by hotel clients – natural persons, i.e. consumers (hereinafter referred to as “Clients”) in accordance with § 52 Sec. 4 Act No. 40/1964 Coll. Civil Code as subsequently amended (hereinafter referred to as “Civil Code”) regarding services provided by the EUROCOM Investment, s.r.o. company with the registered office at Bešeňová 136, 034 83 Bešeňová, Company number: 35 756 985, registered in the Commercial Register of District Court Žilina, Section: Sro, Insertion No. 14558/L (hereinafter referred to as “Trader”), i.e. accommodation, catering and other related services (collectively hereinafter referred to as “Services”) at \_\_\_\_\_ Hotel (hereinafter referred to as “hotel”) to hotel clients – natural persons as consumers in accordance with § 52 Sec. 4 Act No. 40/1964 Coll. Civil Code as subsequently amended (hereinafter referred to as “Civil Code”) (hereinafter referred to as “Client(s)” or “Users”) from the moment the Clients check in at the hotel to the check-out. This Complaints policy applies to complaints related to products offered to Clients by the Provider at the Hotel as well.

Complaints of Clients – legal entities and natural persons – entrepreneurs who are not considered to be Users shall be governed by Act No. 513/1991 Coll. Commercial Code as subsequently amended (hereinafter referred to as “Commercial Code”).

This Complaints Policy serves for the Trader to inform Clients of the conditions and method for exercising their rights regarding liability for defects (hereinafter referred to as “complaint”), including information on where complaints can be made, in accordance with Act No. 108/2024 Coll. on Consumer Protection and on Amendments to Certain Acts, as amended (hereinafter referred to as the “Consumer Protection Act”).

Services are provided in accordance with applicable regulations of the Civil Code in connection with applicable regulations of the Consumer Protection Act and other generally binding legal regulations.

The Complaints Policy is issued in accordance with the Civil Code and Act No. 391/2015 Coll. on Alternative Dispute Resolution for Consumer Disputes and on Amendments to Certain Acts, as amended, as well as other generally binding legal regulations of the Slovak Republic.

Every Client is entitled to be provided accommodation, catering and other related services in the agreed or regular scope, quality, amount and date and/or products of ordinary quality.

Exercising responsibility for defects in provided services or products sold by the Trader to Clients at the Hotel is considered a complaint.

### Article 2

If services provided to Clients at any Hotel facility are of lower quality or lower scope than arranged before or provided usually, Clients are entitled to make a complaint. Any Client can exercise their right to complaint and have the respective service/product removed, completed, replaced or to be provided with a new product/service, or to be offered an adequate discount on the price they have paid or to withdraw from their agreement.

The Trader is liable for all defects related to Services at the time they are offered to Clients or to products at the time they are sold to Clients.

As for used items, the Trader is not liable for defects caused by their use or wear and tear. As for items sold by the Trader at reduced prices, the Trader is not liable for defects that were the reason for the agreed lower prices. Unless it concerns items that perish quickly or used items, the Trader is liable for defects that occur after the items have been received within the warranty period.

Regulations related to the warranty period are governed by applicable regulations of § 619 Civil Code as far as Clients, i.e. the Users are concerned, otherwise they are governed by the Commercial Code.

Any changes on products that occur during the warranty period as a result of regular tear and wear, improper use or unauthorised or improper manipulation of the products shall not be regarded as defects.



Every Client is obliged to check and examine every product and/or service they are provided from the very first moment.

Visible defects are defects that can be discovered when the products and/or services are provided (e.g. quantity variance, deterioration of products, low quality of service(s)). Every Client is obliged to inform the Trader about the discovered defects immediately.

The Trader is not responsible for defects that the Client agreed with when concluding the respective agreement with the Trader. The Trader is not responsible for defects caused by the Client or defects that the Client knew about or must have known about before the respective product and/or service has been provided or defects that the Client has been explicitly informed about before accepting the product/service; or defects caused as a result of force majeure.

### **Article 3** Filing complaints

If any Client discovers a reason for filing a complaint (defect on services/products), they are obliged to exercise their right to make a complaint without undue delay and contact the hotel manager or any other staff member in charge (reception, hotel operations director, hotel general manager, F&B manager, Wellness & Spa manager) at the facility where the service has been provided – in the case of services no later than until they check out from the accommodation establishment, in the case of products until the end of the respective warranty period. Otherwise, the right to complaint shall expire. Complaints made after the warranty period shall not be accepted by the Trader. The Provider is obliged to accept every complaint at the hotel via their employee when the complaint is made.

Clients are obliged to complain about product defects that occur during the warranty period (latent defects) personally at the respective member of Trader's staff or in writing – in the form of a letter sent to Trader's address or electronically in the form of an email sent to: \_\_\_\_\_ . If making a complaint in writing or electronically, Clients are obliged to send the product they are complaining about to the address specified by the Trader for the purpose of complaining.

To make the complaints procedure as smooth as possible, every Client should present relevant documents to prove they have purchased the respective service and/or product (order, invoice, receipt, agreement, etc.), if applicable. If required, the respective product or service the complaint is related to has to be presented too.

### **Article 4** Complaints procedure

Every complaint of Clients shall be recorded by an authorised staff member in the form of a complaints report including specifying objective circumstances of the complaint and related defects. The Client shall receive a written confirmation about the filed complaint. The Trader is obliged to examine every complaint properly and deal with the complaint immediately. If the nature of the complaint does not allow it to be resolved immediately, the Trader will inform the Client of the time frame for resolving the complaint, which will be written in the confirmation. The time frame for resolving the complaint will not exceed 30 days from the date it was made unless objective reasons beyond the Trader's control prevent this. In such a case, The trader will inform the customer of the new time frame for resolving the complaint.

For the purpose of the complaint procedure, every Client is obliged to provide their contact data that shall be used to inform the respective Client about further steps in case their complaint cannot be handled at the Hotel immediately once filed.

### **Article 5** Handling complaints

If the Trader accepts any Client's complaint in full or partially, the procedure shall follow this Complaints Policy and relevant provisions of generally binding legal regulations (free rectification of the defect/provision of a replacement service/provision of an appropriate discount on the price). If any defect can be rectified, every Client is entitled to ask the Trader to have the respective defect rectified free of charge, in time and prop-



erly. In the field of accommodation and wellness and spa services, Clients are entitled to have services or products replaced or amenities completed in accordance with applicable generally binding legal regulations, or based on the ordered services by the Client and information provided by the Trader before the services were provided.

As far as rectifiable defects in the field of catering services are concerned, i.e. if the quality, weight, temperature, amount, price of dishes and/or drinks do not correspond with required standards, every Client is entitled to have the problem rectified free of charge, properly and as soon as possible. Complaints related to the quality of dishes and/or drinks that are meant to be consumed as soon as possible shall be filed by Clients once they discover the defects(s) at the restaurant staff (i.e. after having consumed a maximum of ¼ of the dish portion or drink). Complaints related to the amount or weight of dishes and/or drinks that are meant to be consumed as soon as possible shall be filed by Clients before the respective dishes and/or drinks are tasted by the Clients for the first time.

In the case of other rectifiable services, every Client is entitled to have defects rectified free of charge, properly and as soon as possible.

If any product defect is rectifiable, every Client is entitled to have it rectified free of charge, properly and as soon as possible. Clients can ask to have their products replaced instead of having them rectified, or to have a part of the product replaced if the defect is related to a part of the product only – however, this applies only if such procedure does not incur disproportionate costs for the Trader considering the product price or defect severity. The Trader is entitled to replace defective products with faultless ones if such a procedure does not incur disproportionate costs.

In the field of accommodation services, if technical defects cannot be rectified (heating system malfunction, low hot water outflow etc.) and the Trader cannot offer alternative accommodation to the respective Client or accommodation in another hotel room of the same category and the Client has to stay in the defective room, the Client is entitled to get an adequate discount on accommodation. Otherwise, the Client is entitled to withdraw from their accommodation agreement before spending the first night at their room and to be returned the price of accommodation services. If the Trader decides to change the accommodation of the Client so that this is much different from the accommodation the Client has booked and got confirmed and if the Client does not agree with alternative accommodation, they are entitled to withdraw from the accommodation agreement before spending the first night at their room and to be returned the price of accommodation services they have paid.

If any defects in the field of catering services cannot be rectified, Clients are entitled to have their meals or drinks replaced with new ones or to be returned the price they have paid.

If any defects in the field of Wellness and Spa services cannot be rectified, Clients are entitled to get a discount on the respective service or to withdraw from their agreement before they start using the service and to have their money paid back. If any Client files a complaint after having used the respective service, the complaint shall not be accepted.

If any other services cannot be rectified, every Client is entitled to be provided a replacement service or to be offered a discount on the price corresponding to the complaint character. Clients are entitled to withdraw from their agreements in cases determined by generally binding legal regulations.

If any defect cannot be rectified and the defect prevents the respective Client from using the product properly, the Client is entitled to have the product replaced or to withdraw from their agreement. This does not apply if the Client contributed to the defect or if the defect is insignificant. In the case of other non-rectifiable defects, every Client is entitled to be offered an adequate discount (adequate as for the difference between the product value and its value if it was not defective). Every Client has the right to a reasonable discount on the price or to withdraw from their agreement even in cases under §624, Sec. 1 Civil Code.

Every Client is entitled to be financially compensated for inevitable costs that incurred by filing a complaint. This right must be executed at the Trader no later than 2 months after the resolution of the legitimate complaint; otherwise, this right will expire.

If the Trader does not acknowledge (rejects the grounds of) any Client's complaint, they shall inform the Client of the reasons for not acknowledging the complaint in writing.

The Trader reserves the right to examine each complaint case individually.



#### Article 6

##### Client's cooperation when complaints are resolved

Every Client is obliged to offer information regarding the products and/or services they complain about. If needed, the Client shall allow an authorised member of the Trader's staff to enter the room that the Client has been using in the Hotel so that the respective staff member can see if the complaint is legitimate.

#### Article 7

##### Final provision

Any Client has the right to submit a remedy request to the Trader in accordance with § 11 Sec. 1 of Act No. 391/2015 Coll. on Alternative Dispute Resolution for Consumer Disputes and on amendments to certain laws, as amended, if a dispute arises between the Client as a consumer and the Trader regarding the enforcement of rights related to defects or if the Client as a consumer believes that the Trader has violated other rights of them. The Trader shall assess the request and inform the Client of the resolution method within 30 days from the date the request is submitted. If the Trader rejects such request or does not respond to it within 30 days from the day it has been sent by the respective Client, once asked by the Client as mentioned above, the Client is entitled to ask for an alternative dispute resolution in accordance with § 12 Act No. 391/2015 Coll. on Consumer Alternative Dispute Resolution and on amendments and supplements to other acts. The body authorised to deal with alternative dispute resolutions of the Trader, i.e. the seller shall be a) the Slovak Trade Inspection, which can be contacted for the above-mentioned purpose at the following address: Ústredný inšpektorát SOI, Odbor medzinárodných vzťahov a ARS, Bajkalská 21/A, P.O.BOX 29, 827 99 Bratislava; or electronically on [ars@soi.sk](mailto:ars@soi.sk) or [adr@soi.sk](mailto:adr@soi.sk); or b) any other authorised legal entity registered on the list of bodies for alternative dispute resolution of the Ministry of Economy of the Slovak Republic (the list of authorised bodies is available on the website: <https://www.mhsr.sk/obchod/ochrana-spotrebitela/alternativne-riesenie-spotrebitelskych-sporov-1/zoznam-subjektov-alternativneho-riesenia-spotrebitelskych-sporov-1>). Every Client has the right to choose which of the above-mentioned bodies for alternative dispute resolution they choose to have their problem dealt with. To ask for alternative dispute resolution, every Client can use an online platform which is available at: <https://ec.europa.eu/consumers/odr/main/index.cfm?event=main.home2.show&lng=SK>. For more information about alternative dispute resolution, please visit the website of the Slovak Trade Inspection: <https://www.soi.sk/sk/alternativne-riesenie-spotrebitelskych-sporov.soi>.

All relevant details related to the protection of personal data are included in the Privacy Policy of TMR Group and published on the website: [www.tmr.sk/o-nas/gdpr/](http://www.tmr.sk/o-nas/gdpr/).

This Complaints Policy came into force and became effective on 1/7/2024.

This Complaints Policy is published on the hotel website and available at the hotel reception. By accepting a service and/or product, every Client confirms to have been acquainted with this Complaints Policy.

#### Supervisory bodies

Central Inspectorate of the Slovak Trade Inspection, Bajkalská 21/A, 827 99 Bratislava

Inspectorate of the Slovak Trade Inspection for the Žilina region with the registered office in Žilina, Predmestská 71, 011 79 Žilina

