

# ACCOMMODATION RULES

## 1. Basic provisions

- 1.1 These accommodation rules (hereinafter referred to as “**accommodation rules**“) of the **Tatry mountain resorts, a.s.** company, with the registered office at Demänovská Dolina 72, 031 01 Liptovský Mikuláš, Company number: 31 560 636, registered in the Commercial Register of District Court Žilina, Section: Sa, Insertion no. 62/L (hereinafter referred to as “**TMR company**” or “**operator**”) specify the terms of providing accommodation and other related services (hereinafter referred to as “**services**”) at the Chalets Jasná Collection\*\*\*\* accommodation establishment (hereinafter referred to as “**establishment**”) as well as the rights and duties of the operator and guests staying at the establishment (hereinafter referred to as “**client(s)**”) from the moment the clients check in until they check out.
- 1.2 The booking process of services is governed by separate General Terms and Conditions of the TMR company which specify the booking of accommodation and other related services (hereinafter referred to as “**booking GTC**”).
- 1.3 Only clients that are personally checked in properly can stay at the establishment. To check in, every client has to show their identification card, passport or another identification document at the reception desk of the establishment once they arrive.
- 1.4 These Accommodation rules form an integral part of individual accommodation agreements pursuant to § 754 and Act No. 40/1964 Coll. Civil Code as subsequently amended (hereinafter referred to as “**Civil Code**”) concluded between individual clients and the operator. The Accommodation rules are published on the hotel website ([www.tmrhotels.com](http://www.tmrhotels.com)) and available at the establishment reception. By checking in and using services at the establishment, every client confirms to have read the accommodation rules and undertakes to follow them.

## 2. Prices of accommodation and other related services

- 2.1 Every client has to pay for accommodation and other services which are provided by the operator based on the respective confirmed reservation. If any client checks in without having made a reservation before (i.e. without having concluded an accommodation agreement at the establishment reception), or if any client does not pay for all accommodation and other related services when booking, or if any client asks for another accommodation category that has been booked before (and the establishment is able to provide it), or if any client uses extra services at the establishment that have not been paid before (e.g. wellness and spa treatments, mini bar consumption, meals and drinks at the hotel, etc.), they are obliged to pay for such services in the full amount based on the respective price lists which are available at the establishment reception. The price of services that were not paid when booking has to be paid when checking out at the latest, in cash or by card at the establishment reception. Unless all financial obligations are settled, the clients cannot check out. Every client is obliged to check their bill (invoice) when paying it at the establishment reception. Later complaints shall not be accepted.
- 2.2 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.
- 2.3 The operator reserves the right to assess each client’s request regarding potential compensation and substitute use of all booked and paid services individually. To do so, every client is obliged to prove that the respective serious reasons for failing to use the booked and paid services (e.g. injury, serious injury, death etc.) are still relevant (e.g. by presenting a confirmation of hospitalisation, medical report, death certificate etc.). Substitute use of services as specified above cannot be claimed legally.

### **3. Establishment terms and rules**

- 3.1 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 in the booking confirmation (early check-in before 3:00pm, including the related terms and prices). If any client fails to check in until 12:00midnight without notifying the operator before, the operator is entitled to offer the booked suite(s) to other clients. 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.
- 3.2 The establishment offers services in the scope and quality specified by the respective decree which stipulates the classification and categorisation of accommodation facilities.
- 3.3 The establishment reception is available 9:00am to 9:00pm.
- 3.4 When checking in at the reception, every client is informed about the terms of accommodation and other related services, amenities, lift operation, basic establishment navigation and safety details, terms of vehicle parking, sport equipment storing etc.
- 3.5 The establishment is entitled to decline clients with contagious diseases, parasitic infections or other diseases that might endanger the health of the establishment staff or other establishment guests.
- 3.6 When entering the suite, every client should check the amenities and equipment inside and report any potential damage or failures at the reception immediately.
- 3.7 Smokers can use rooms and spaces where smoking is allowed. All establishment premises, including suites are non-smoking. Smokers can use the area in front of the establishment entrance. For more information, clients can ask at the establishment reception.
- 3.8 If any client violates the smoking ban related to suites and other establishment premises, the operator is entitled to charge a EUR 200 contractual fine that the respective client has to pay no later than when checking out in cash or by card at the establishment reception. If violation of the smoking ban inside a suite or other establishment premises results in damage of the operator's and/or establishment property and/or the property, life or health of establishment clients or the establishment staff, the damage must be reimbursed by the respective client in its entirety.
- 3.9 No shifting, fixing or changes on the furniture, equipment, electrical and other installations etc. are allowed in suites, common areas, the wellness and spa centre etc. if not approved by the general manager or the operations management.
- 3.10 It is not allowed to use clients' personal electric appliances in suites except appliances for personal hygiene (razors, massagers, hair dryers etc.), mobile phone chargers, notebooks and tablet computers.
- 3.11 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 suites and other common areas due to safety reasons.
- 3.12 All establishment clients are obliged to respect the quiet hours from 10:00pm to 6:00am. Disturbing behaviour that violates the quiet hours includes too-loud TVs, too loud conversations in halls, on terraces, singing, etc. Social events such as celebrations, weddings etc. can be held after 10:00pm only if allowed by the general manager or the operations manager.
- 3.13 Messages and mail meant for chalet guests are accepted and dutifully delivered to clients by the establishment reception.

- 3.14 Terms regarding staying at the hotel with pets:
- 3.14.1 Only pets that are registered in advance, i.e. when booking accommodation are allowed to stay at the establishment.
  - 3.14.2 Only domestic animals are allowed at the establishment, which does not apply to rodents, insects, farm animals and birds, reptiles and exotic animals.
  - 3.14.3 Only pets from six (6) months of age can stay at the establishment. The decisive day for determining the age is the arrival day.
  - 3.14.4 One night at the establishment costs €25 per pet and night which is meant to cover the related extra cleaning costs.
  - 3.14.5 In order to guarantee comfort for all guests staying at the establishment, a maximum of two (2) pets can stay in one suite. The operator reserves the right to assess every client request regarding staying with a pet individually and decline such client with a pet. In such case, the respective client is not entitled to receive any financial or non-financial compensation, or substitute use of services.
  - 3.14.6 Pets are allowed to stay at the establishment only if their owners present their valid vaccination records that prove their health when checking in.
  - 3.14.7 Every pet owner is responsible for any potential damage caused to the property of the establishment or other establishment guests and other individuals inside the establishment, or to the health and life of establishment guests and/or other individuals in the establishment, including the establishment staff. Any damage has to be covered in its entirety by the respective pet owner and the injured person has to be reimbursed once requested.
  - 3.14.8 Pets cannot be left alone (i.e. not accompanied by an adult person) in suites.
  - 3.14.9 PETS CANNOT ENTER THE WELLNESS CENTRE.
  - 3.14.10 When outside of the establishment, every pet must wear a muzzle and be on a leash so that it cannot walk around freely.
  - 3.14.11 It is FORBIDDEN to leave pets alone (i.e. not accompanied by an adult person) outside of the establishment.
  - 3.14.12 Pets cannot be allowed to lie on beds, chairs and other furniture designated for relaxation of establishment clients and/or other individuals in the establishment.
  - 3.14.13 It is FORBIDDEN to use baths, showers and wash basins for bathing or washing pets.
  - 3.14.14 Dishes meant for serving meals and drinks to clients and other individuals in the establishment cannot be used for feeding pets.
  - 3.14.15 By booking accommodation with a pet and paying for it, every client declares that they have read these rules and undertake to accept them.
  - 3.14.16 Every client accepts that if any of these rules regarding staying with pets are violated, the accommodation provider may refuse the respective client with a pet or order them to leave the establishment without providing any financial or non-financial compensation.
- 3.15 Members of the establishment staff are entitled to enter the suites in order to clean them, add products to the mini bars and other items, repair damage if necessary, provide emergency medical help or if violation of these accommodation rules is suspected or the property of the establishment or establishment guests, health or life of clients or the establishment staff are in danger. All members of the establishment staff have to wear name badges with the name of the establishment displayed when entering the suites.
- 3.16 If any client gets ill, injured or suddenly feels very bad, the establishment 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 (the latter has to be paid by the client(s)).
- 3.17 The establishment is managed by the operator and details about current product and service offers, establishment operation limitations, additional services (catering, wellness relaxation etc.) and other services provided by the operator at the establishment or in the area (opening times of cableways, ski pistes, water parks, attractions etc.) as well as operation limitations of establishment facilities are published on the website of the operator ([www.vt.sk](http://www.vt.sk), [www.jasna.sk](http://www.jasna.sk)), the establishment website: [www.tmrhotels.com](http://www.tmrhotels.com), the website of Aquapark Tatralandia ([www.tatralandia.sk](http://www.tatralandia.sk)) and the website of the Bešeňová water park ([www.besenova.com](http://www.besenova.com)) operated by EUROCOM Investment, s.r.o. every day.

- 3.18 No clients are entitled to receive any financial or non-financial compensation or substitute use of services if the establishment services could not be provided in their entirety due to operational reasons (e.g. wellness centre limitation, closed pools or saunas, etc.).
- 3.19 All suites must be in their original condition when clients leave on their day of departure. Clients who violate this rule and cause any damage are obliged to return their suites to the original state at their own expense before they check out. Otherwise they are obliged to cover all related costs.
- 3.20 Every hotel client has to check out until 10:00noon on the day of departure. Clients can ask the hotel reception to check out later. However, the Late check-out service has to be arranged in advance, is subject to availability and the establishment is not obliged to provide it. There is an extra Late check-out charge that clients are informed about at the reception when discussing the service. If any client fails to check out until 10:00noon and does not ask for a Late check-out, the operator is entitled to charge the respective client for staying longer. Late check-out until 12:00noon on the day of departure costs EUR 25; Late check-out until 2:00pm on the day of departure costs EUR 50; Late check-out until 4:00pm on the day of departure costs EUR 100. If any client fails to leave their room until 12:00midnight on the departure day, the operator is entitled to move the personal items and luggage of the client out of the suite and store them at the expense of the client.
- 3.21 If any client asks to stay longer at the establishment, the operator can enable this only if there is a suite available. Clients are not entitled to be allowed to stay longer. If there is a suite available, i.e. the establishment can enable the respective client to stay longer, the client is obliged to pay for related accommodation and other services at the establishment reception in advance – in cash or by card. Clients who ask to stay longer can be moved to another suite. In such case, they are obliged to respect the suite change and follow the instructions of the establishment reception on the first day of the extra period.
- 3.22 Any suggestions and complaints shall be presented at the establishment reception.

#### **4. Operator's and clients' liability for damage**

- 4.1 The operator is liable for damage caused to clients while staying at the establishment in accordance with the Civil Code and other generally binding legal regulations that are effective and in force in the Slovak Republic.
- 4.2 The operator is responsible for jewels, money and other valuables of clients only in the maximum amount of EUR 332 (total amount for all brought and stored valuables during one period of stay at the establishment) unless these are stored by the operator. If clients want to have their valuables stored at the reception, they are obliged to ask about this possibility when checking in or anytime while staying at the establishment. The storing option mentioned above does not apply to safes located in suites.
- 4.3 Liability for damage must be claimed at the operator by clients in accordance with applicable regulations of the Civil Code and other generally binding legal regulations that are effective and in force in the Slovak Republic, by respecting related periods and terms.
- 4.4 Items and belongings that clients forget in the establishment are stored for six months. After that, the forgotten items are handed to the local lost-property office or another body. Forgotten items can be delivered to their owners only if these ask the establishment to do so within the period specified above, at the costs of the respective client.
- 4.5 Every client is liable for damage caused by them or other clients they are responsible for, damage of property of the operator and/or establishment, life, property and health of the establishment employees and other establishment guests. Any damage as specified above must be reimbursed for to the respective injured person (operator/client/employee) in accordance with applicable laws.

4.6 The operator is entitled to require a guarantee from clients – in the form of credit or payment card authorisation hold, or any other kind of guarantee. By marking the respective kind of guarantee on the registration form or another form, every client agrees to the guarantee policy that is meant to cover the costs of the respective client for used but unpaid services (e.g. mini bar consumption, unpaid services etc.) or to reimburse for damage caused by the client or other clients they are responsible for while staying at the establishment, or to cover other financial debts related to the time the client has spent at the establishment. Every client is informed about the guarantee terms, form and amount when checking in at the reception. If the guarantee is not used to cover any debts specified above, the respective client shall receive it back (credit or payment card authorisation hold shall be cancelled) without undue delay once the client checks out from the establishment.

## **5. Complaints policy - warranty**

5.1 **The procedure of filing complaints and exercising the rights related to the operator's liability for damage** (hereinafter referred to as “complaints”) including complaints related to hotel services **is specified by the Complaints Policy** of the establishment which is published on the establishment website [www.tmrhotels.com](http://www.tmrhotels.com) and available at the establishment reception.

## **6. Personal data protection, privacy policy**

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

## **7. Final provisions**

7.1 The TMR company is entitled to amend these accommodation rules anytime and the respective change is considered effective for all hotel guests once published on the establishment website: [www.tmrhotels.com](http://www.tmrhotels.com). Every client is obliged to follow the accommodation rules which are effective and in force on the day they check in at the establishment.

7.2 Every client is obliged to follow these accommodation rules. If any client violates these accommodation rules or instructions of the establishment staff, or causes damage or endangers the property of the operator, or the health, life or property of the establishment 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 to withdraw from the respective accommodation contract, order the client to leave the establishment and prevent them from using services at the hotel. 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. The operator is entitled to prevent any client from checking in if they violate good manners, damage good reputation of the operator, the establishment staff or other clients, behave aggressively, damage or endanger the property of the establishment, damage or endanger the health, life or property of the establishment staff or other clients. In such case, the respective client is not entitled to be returned the price they paid or any other financial or non-financial compensation or substitute use of services or damage reimbursement.

7.3 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.

7.4 Any dispute resulting from individual accommodation agreements, including disputes regarding the interpretation of these accommodation rules if the dispute between the parties of the respective legal relationships is not solved successfully shall be referred to Slovak courts.

7.5 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.

7.6 These accommodation rules specify the rights and duties of clients when staying at the establishment. 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 and spa, etc.) (hereinafter referred to as “**specific terms and conditions**”) differ from these Accommodation rules, the specific terms and conditions shall be considered decisive and given priority 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.

7.7 These accommodation rules become effective and come into force on 1.6.2022.

In Demänovská Dolina on 1.6.2022

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establishment operations manager