

COMPLAINTS POLICY

- 1.1. This Complaints policy specifies the procedure of filing complaints by suite clients – natural persons, i.e. consumers (hereinafter referred to as “**Clients**”) in accordance with § 2 item a) Act No. 250/2007 Coll. on Consumer Protection and amendments to Act of the Slovak National Council No. 372/1990 Coll. on Offences as subsequently amended (hereinafter referred to as “**Consumer Protection Act**”) and § 52 Sec. 4 Act No. 40/1964 Coll. Civil Code as subsequently amended (hereinafter referred to as “**Civil Code**”) regarding services provided by 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: Sro, Insertion No.: 62/L (hereinafter referred to as “**Provider**”), i.e. accommodation, catering and other related services (collectively hereinafter referred to as “**Services**”) at the Horec suite complex, **Tatranská Lomnica 41** (hereinafter referred to as “**suites**”). This Complaints policy applies to complaints related to products offered to Clients by the Provider at the Suites as well.
- 1.2. 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**”).
- 1.3. This Complaints policy applies to complaints related to accommodation, catering and related services offered by the Provider at the Suites from the moment the respective Client checks in until they check out. This Complaints policy applies to extra products sold at the Suites as well.
- 1.4. In accordance with § 18 Art. 1 Consumer Protection Act, the Provider shall inform the Client via this Complaints Policy about the terms and procedure of executing the rights related to liability for defects (hereinafter referred to as “**complaint(s)**”) and where to file the complaint(s).
- 1.5. Services are provided in accordance with the Civil Code, the Consumer Protection Act and other generally binding legal regulations.
- 1.6. 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.
- 1.7. Exercising responsibility for defects on provided services or products sold by the Provider to Clients at the Suites is considered a complaint.

2. Liability for defects

- 2.1 The Provider is liable for all defects related to Services offered to Clients or to products at the time they are sold to Clients.
- 2.2 As far as used products are concerned, the Provider is not liable for defects that might be the result of regular use or wear and tear. As far as products offered by the Provider at a reduced price are concerned, the Provider is not liable for defects that were the reason for the price reduction. In the case of products that do not easily go bad or that have not been used before, the Provider is liable for defects that might be discovered during the warranty period (after the products are accepted by Clients).
- 2.3 Regulations related to the warranty period are governed by § 620 and 621 Civil Code as far as the Client, i.e. user is concerned, otherwise they are governed by the Commercial Code.

Grandhotel ****
Starý Smokovec

Noc na Lomnickom štítu



HOLIDAY VILLAGE TANAPLANDA



HOTEL BESENÖVA

AKVAMARÍN
HOTEL MIEROVÁ

- 2.4 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 with the products shall not be regarded as defects.
- 2.5 Every Client is obliged to check and examine every product and/or service they are provided from the very first moment.
- 2.6 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 Provider about the discovered defects immediately.
- 2.7 The Provider is not responsible for defects that the Client knew about when concluding the respective agreement with the Provider or that the Client must have known about considering the circumstances of the agreement when concluding it. This does not apply to qualities and properties that the respective products and/or services were supposed to have based on the agreement. The Provider 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.

3. Client's right to complain

- 3.1 If services provided to Clients at the Suites 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 be provided a new product/service, or be offered an adequate discount on the price they have paid.
- 3.2 **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 – 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 Provider.
- 3.3 Clients are obliged to make a complaint related to services and/or products at a respective member of Provider's staff in accordance with item 4.6 of this Complaints Policy. Clients are obliged to complain about product defects that occur during the warranty period (latent defects) personally at the respective member of Provider's staff in accordance with item 4.6 of this Complaints Policy or in writing – in the form of a letter sent to Provider's address or electronically in the form of an email sent to: **apartmanyhorec@tmrhoteles.com**. 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 Provider for the purpose of complaining.
- 3.4 The Provider is obliged to accept any complaint filed at the Suites via any staff member.

4. How and when to file a complaint; rights and duties of Clients when filing a complaint; cooperation of Clients

- 4.1 If any Client discovers a reason for filing a complaint, they are obliged to do so at an authorised member of Provider's staff without undue delay.
- 4.2 When filing a complaint, every Client is obliged to show a document to prove they have purchased the respective service and/or product (order, invoice, receipt, agreement, etc.).
- 4.3 When filing a complaint, Clients should also show the respective product the complaint is related to if that is possible.
- 4.4 Every complaint of Clients shall be recorded by an authorised staff member in the form of a complaints protocol including specifying objective circumstances of the complaint and related defects. The Client shall receive a written confirmation about the filed complaint. The Provider is obliged to examine every complaint properly and deal with the complaint immediately or within 3 (three) days if the case is more complicated. If this is not possible, the Provider shall inform the respective Client about the complaint handling period, which cannot exceed 30 days. For the purpose of the complaint procedure, every Client is obliged to provide their contact data that shall be used for informing the respective Client about further steps in case their complaint cannot be handled at the Suites immediately once filed.
- 4.5 Every Client is obliged to cooperate as much as required when their complaint is being handled and to offer information regarding the products and/or services they complaint about. If possible, the Client shall allow an authorised member of Provider's staff to enter the room that the Client has been using in the Suites so that the respective staff member can see if the complaint is legitimate.

5. Handling complaints

5.1 Rectifiable defects

If any defect can be rectified, every Client is entitled to ask the Provider to have the respective defect rectified free of charge, in time and properly.

- 5.1.1 *In the field of accommodation services*, Clients are entitled to have defects rectified free of charge, in time and properly, i.e. to have accommodation replaced or amenities completed in accordance with Decree of the Ministry of Economy of the Slovak Republic No. 277/2008 Coll., which specifies qualification attributes of accommodation establishments for the purpose of categorising.
- 5.1.2 *In the field of catering services*, 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 defect(s) at the restaurant staff (i.e. after having consumed a maximum of $\frac{1}{4}$ 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.

5.1.3 *In the field of Wellness and Spa services*, every Client is entitled to have defects rectified free of charge, properly and as soon as possible once having informed an authorised staff member.

5.1.4 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 Provider considering the product price or defect severity. The Provider is entitled to replace defected products with faultless ones if such procedure does not incur disproportionate costs.

5.2 Non-rectifiable defects

5.2.1 *In the field of accommodation services*, if technical defects cannot be rectified (heating system malfunction, low hot water outflow etc.) and the Provider 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 Suite, 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 Suite and to be returned the price of accommodation services. If the Provider 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 Suite and to be returned the price of accommodation services they have paid.

5.2.2 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.

5.2.3 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.

5.2.4 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. The same applies to rectifiable defects that occur repeatedly after being rectified or to a higher number of defects that prevent the respective Client from using the product properly. In the case of other non-rectifiable defects, Clients are entitled to get an adequate discount.

5.3 Every Client is entitled to be financially compensated for inevitable costs that incurred by filing a complaint.

5.4 The Provider reserves the right to examine each complaint case individually.

6. Personal data protection

- 6.1 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/.

7. Final provisions

- 7.1 **Alternative dispute resolution:** If any Client – natural person, i.e. user who does not perform the line of their business, occupation or profession when concluding and/or performing their consumer contract is not satisfied with the way how the Provider i.e. the seller has dealt with their complaint or thinks that the Provider has violated their rights, they are entitled to ask the Provider i.e. the seller to have the respective problem rectified. If the Provider rejects the 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 Provider, i.e. the seller shall be a) the Slovak Trade Inspection, which can be contacted for the above mentioned purpose on the following address: Ústredný inšpektorát SOI, Odbor medzinárodných vzťahov a ARS, Prievozská 32, poštový priečinok (PO Box) 29, 827 99 Bratislava; or electronically on ars@soi.sk or 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: <http://www.mhsr.sk/zoznam-subjektov-alternativneho-riesenia-spotrebiteskych-sporov/146987s>), 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 on: http://ec.europa.eu/consumers/odr/index_en.htm. For more information about alternative dispute resolution, please visit the website of the Slovak Trade Inspection: <http://www.soi.sk/sk/Alternativne-riesenie-spotrebiteskych-sporov.soi>.

7.1 This Complaints Policy came into force and became effective on 10.12.2021.

7.2 This Complaints Policy is published on the suite complex website: www.tmrhotels.com/apartmany-horec/sk and available at the suite complex reception. By accepting a service and/or product, every Client confirms to have been acquainted with this Complaints Policy.

In Tatranská Lomnica on 10.12.2021

general manager of Horec suites, Tatranská Lomnica