

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 services and other related services (hereinafter referred to as “**services**”) on Mt Lomnický štít as well as other related rights and duties (hereinafter referred to as “**A Night on Mt Lomnický štít**”) and the rights and duties of the operator and guests staying at the accommodation establishment (hereinafter referred to as “**client(s)**”) from the moment the clients check in until they check out. For this purpose, the check-in moment is the moment when clients disembark their cable car on top of Mt Lomnický štít and the check-out moment is when clients embark their cable car on top of Mt Lomnický štít to travel down. Transport to the accommodation establishment and back is governed by transport rules and the general terms and conditions of the operator which are available on the website: www.vt.sk as well as in the Vysoké Tatry – Tatranská Lomnica resort.
- 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 who have registered and booked A Night on Mt Lomnický štít can use it. Every client must register for A Night on Mt Lomnický štít personally in the client centre in the Vysoké Tatry – Tatranská Lomnica resort. To do so, every client has to show their identification card, passport or another identification document to the staff once they arrive at the client centre and their Night on Mt Lomnický booking confirmation.
- 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 accommodation establishment on www.tmrhotels.com and available in the Dedo café. By checking in and using the related services, every client confirms to have read these accommodation rules and undertakes to follow them.

2. Prices of accommodation services and other related services

- 2.1 Every client has to pay for accommodation services and other services which are provided by the operator based on the respective confirmed reservation. If any client asks for another room category that has been booked before (and the accommodation establishment is able to provide it), or if any client uses extra services at the accommodation establishment that have not been paid before (e.g. food or drink consumption etc. if offered by the accommodation establishment), they are obliged to pay for such services in the full amount based on the respective price lists which are available in the Dedo café.
- 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 be offered substitute services.
- 2.3 The operator reserves the right to assess each client’s request regarding potential compensation for not having used booked and paid services in their entirety due to serious reasons (e.g. injury, serious illness, death etc.) 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. Hotel terms and rules

3.1 The “Night on Mt Lomnický štít” service includes:

- 3.1.1 a return cable car ticket for the route: Tatranská Lomnica – Štart, Štart – Skalnaté Pleso, Skalnaté Pleso – Mt Lomnický štít and back for clients who are spending a Night on Mt Lomnický štít on the same day;
- 3.1.2 mini refreshment in Skalnaté Pleso;
- 3.1.3 a welcome drink on top of Mt Lomnický štít;
- 3.1.4 a bottle of Prosecco in the room and a 4-course gourmet dinner served in the DEDO café on top of Mt Lomnický štít;
- 3.1.5 service in the DEDO café on the day of arrival until 12:00midnight and on the day of departure from 7:00am;
- 3.1.6 one night in a room based on the offer of the operator and the choice of the client, i.e. as booked (the room types are specified in details in items 3.2 and 3.3 of these terms and conditions);
- 3.1.7 mini refreshment on the day of departure on top of Mt Lomnický štít;
- 3.1.8 breakfast in the restaurant of Skalnaté Pleso.

3.2 The Comfort room features two (2) double beds and is meant for four (4) clients. Clients staying in the Comfort room can use a bathroom with a toilet that is located on the level between floors for their use.

3.3 The Classic room features one (1) double bed and is meant for a maximum of two (2) clients. There is no bathroom with a toilet in the Classic room. Clients staying in the Classic room can use a toilet and a washbasin that are located in the common corridor.

3.4 If more clients want to stay in the Comfort or Classic room than specified in items 3.2 and 3.3, this is possible only in the Comfort room where an extra – fifth (5th) client can sleep on an extra bed at the price specified by the operator when booking the Night on Mt Lomnický štít. No extra – third (3rd) client can stay in the Classic room.

3.5 Cable car tickets for the route specified in item 3.1.1 of these terms and conditions and vouchers for services specified in items 3.1.2 to 3.1.8 of these terms and conditions can be collected by the client who has booked the Night on Mt Lomnický štít or any other client who is about to spend the Night on Mt Lomnický štít (older than 18 years) based on the respective order in the client centre of Tatranská Lomnica on the day of arrival. To do so, the respective client has to show their booking confirmation and arrive soon enough so that the clients who are about to spend the Night on Mt Lomnický štít don't miss the last cable car trip on the route Skalnaté Pleso – Mt Lomnický štít. The cable car schedule is specified in item 3.8 of these terms and conditions.

3.6 The client centre of Tatranská Lomnica is opened daily from 8:00am to 4:00pm. Phone number: + 421 903 112 200, e-mail: info@vt.sk.

3.7 Clients who order the “Night on Mt Lomnický štít” service and are about to spend A Night on Mt Lomnický štít or other clients who are about to spend A Night on Mt Lomnický štít based on an order of a client who is older than 18 years are informed about the details of the service use by phone or email on the day of arrival in the morning. The service availability depends on good weather, technical and operational conditions. If the service cannot be used, clients who order “A Night on Mt Lomnický štít” and are about to spend A Night on Mt Lomnický štít or other clients who are about to spend A Night on Mt Lomnický štít based on an order of a client who is older than 18 years are informed about the service unavailability by the operator via phone and/or email without undue delay. The operator is not liable for the unavailability of the service and any damage caused to the client who has ordered the service and/or clients that the service has been booked and purchased for if any of the clients could not be contacted by email and/or by phone in order to be informed them that their Night on Mt Lomnický štít is not available. The operator is not responsible for failing to inform clients about the unavailability of the above mentioned service if the reasons for such failure were not caused by the operator. The duty to inform clients about the availability or unavailability of the above mentioned service is considered to be fulfilled by the operator if at least one of the clients that the respective Night on Mt Lomnický štít is

booked and purchased for is informed by phone or email. This applies also if the client that has booked the service and is not about to spend the Night on Mt Lomnický štít is informed. The operator is not liable for any consequences if the client that has been informed about the unavailability of the service does not inform other clients that the service has been booked and purchased for.

3.8 All clients are suggested that they arrive at Skalnaté Pleso at least 30 minutes before the scheduled departure of the last cable car that operates between Skalnaté Pleso and Mt Lomnický štít. The departure times of the last cable car trip in individual months are listed below unless otherwise specified by the operator:

3.8.1 January, November, December – 2:20pm;

3.8.2 February, October – 2:40pm;

3.8.3 March, April, May, June, September – 3:40pm;

3.8.4 July, August – 5:40pm.

The operator reserves the right to change the times and operation of the cable car between Skalnaté Pleso and Mt Lomnický štít, as well as other cable cars and chairlifts due to bad weather, technical and/or operational conditions. Clients that have booked a Night on Mt Lomnický štít and paid for it are always informed about changes. The duty to inform clients about changed times and operation of cable cars and/or chairlifts is considered to be fulfilled by the operator if at least one of the clients that the respective Night on Mt Lomnický štít is booked and purchased for is informed by phone or email. This applies also if the client that has booked the service and is not about to spend the Night on Mt Lomnický štít is informed. The operator is not liable for any consequences if the client that has been informed about the changes does not inform other clients. The operator is not liable for failing to inform clients about changes if the reasons for such failure were not caused by the operator.

3.9 The accommodation establishment shall provide services in the scope and quality specified by the respective decree which stipulates the classification and categorisation of accommodation establishments.

3.10 The service staff is available 24/7.

3.11 When checking in the client centre, every client is informed about the terms of accommodation services and other related services, amenities, lift operation, basic accommodation establishment navigation and safety details, terms of vehicle parking, sport equipment storing etc.

3.12 The accommodation establishment is entitled to decline clients with contagious diseases, parasitic infections or other diseases that might endanger the health of the accommodation establishment staff or other accommodation establishment guests.

3.13 When entering their room, every client should check the amenities and equipment inside and report any potential damage or failures to the respective staff immediately.

3.14 Smokers can use rooms and spaces where smoking is allowed. All accommodation establishment premises, including accommodation establishment rooms are non-smoking. Smokers can smoke outside. For more information, clients can ask the respective staff.

3.15 If any client violates the smoking ban related to accommodation establishment rooms and other accommodation establishment premises, the operator is entitled to charge a EUR 100 contractual fine that the respective client has to pay no later than when checking out in cash or by card in the DEDO café. If violation of the smoking ban inside an accommodation establishment room or other accommodation establishment premises results in damage of the operator's and/or accommodation establishment property and/or the property, life or health of accommodation establishment clients or the accommodation establishment staff, the damage must be reimbursed by the respective client in its entirety.

3.16 No shifting, fixing or changes on the furniture, equipment, electrical and other installations etc. are allowed in accommodation establishment (rooms, common areas, DEDO café etc. if not approved by the general manager or the operations management).

3.17 It is not allowed to use clients' personal electric appliances in accommodation establishment rooms except appliances for personal hygiene (razors, massagers, hair dryers etc.), mobile phone chargers, notebooks and tablet computers.

3.18 It is not allowed to leave children younger than 10 years unattended (i.e. not accompanied by a legal representative or an adult person older than 18 years authorised by the legal representative) in accommodation establishment rooms and other common areas due to safety reasons.

- 3.19 All guests are obliged to respect the quiet hours from 10:00pm to 6:00am. No clients can disturb other clients in the accommodation establishment by their behaviour during the quiet hours.
- 3.20 Messages and mail of accommodation establishment guests are accepted and dutifully delivered to the clients by the staff.
- 3.21 Pets are not allowed to stay at the accommodation establishment.
- 2.22 Members of the accommodation establishment staff are entitled to enter the accommodation establishment rooms in order to clean them, add products, repair damage if necessary, provide emergency medical help or if violation of these accommodation rules is suspected or the property of the accommodation establishment or accommodation establishment guests, health or life of clients or the accommodation establishment staff are in danger. All members of the accommodation establishment staff have to wear name badges with the name of the accommodation establishment displayed when entering the rooms.
- 3.23 If any client gets ill, injured or suddenly feels very bad, the staff 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)).
- 3.24 The accommodation establishment is managed by the operator and details about current product and service offers, accommodation establishment operation limitations, extra services (catering etc.) and other services provided by the operator at the accommodation establishment or in the area (opening times of cableways, ski pistes, water parks, attractions etc.) as well as operation limitations of facilities are published on the websites of the operator (www.vt.sk, www.jasna.sk), and the hotel website: www.tmrhotels.com every day.
- 3.25 No clients are entitled to receive any financial or non-financial compensation or to be offered substitute services if the accommodation establishment services could not be provided in their entirety due to operational reasons.
- 3.26 All rooms must be left 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 rooms to the original state at their own expense before they check out. Otherwise they are obliged to cover all related costs.
- 3.27 The cable car leaves Mt Lomnický štít for Skalnaté Pleso between 8:00am and 9:40am on the date of departure. The exact departure time is arranged with the operator's staff and announced by the DEDO café on top of Mt Lomnický štít. Once clients arrive at Skalnaté Pleso on the day of departure, they have to show their vouchers in the self-service restaurant to get breakfast. Clients can travel back from Skalnaté Pleso to Štart and from Štart to Tatranská Lomnica anytime on the day of departure if they show their tickets.
- 3.28 Any suggestions and complaints shall be presented to the service staff.

4. Operator's and clients' liability for damage

- 4.1 The operator is liable for damage caused to clients while staying at the accommodation 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, stored and confirmed valuables during one holiday or break at the accommodation establishment). The accommodation establishment doesn't offer any storage option for jewels, money and other valuables or safes.
- 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 accommodation establishment are stored for **three 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

accommodation 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 that they are responsible for, damage of property of the operator and/or accommodation establishment, life, property and health of the accommodation establishment employees and other accommodation 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. unpaid services etc.) or to reimburse for damage caused by the client or other clients that they are responsible for while staying at the accommodation establishment, or to cover other financial debts related to the time the client has spent at the accommodation establishment. Every client is informed about the guarantee terms, form and amount when checking in. 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 accommodation 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 accommodation establishment which is published on the website www.tmrhotels.com and available in the DEDO café.

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/.

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 accommodation establishment guests once published on the website **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 accommodation establishment.
- 7.2 Every client is obliged to follow these accommodation rules. If any client violates these accommodation rules or instructions of the accommodation establishment staff, or causes damage or endangers the property of the operator, or the health, life or property of the accommodation 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 accommodation establishment staff or clients, the operator is entitled to withdraw from the respective accommodation contract, order the client to leave the accommodation establishment and prevent them from using services at the accommodation establishment. In such case, the client is not entitled to be returned the aliquot part of the price they paid or to receive any other financial or non-financial compensation or to be offered substitute 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 accommodation establishment staff or other clients, behave aggressively, damage or endanger the property of the accommodation establishment, damage or endanger the health, life or property of the accommodation establishment staff or other clients. In such case, the respective client is not entitled to be returned the price they paid or to receive any other financial or non-financial compensation or to be offered substitute 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 accommodation establishment. If any accommodation agreement concluded between the operator and individual clients, or specific general terms and conditions related to services provided at the accommodation establishment (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 1.6.2021.

In Tatranská Lomnica on 1.6.2021

Roman Sedlák
F&B manager