

COMPLAINTS POLICY

Art. I Basic Provisions

1. This Complaints Policy has been created in accordance with Act No. 250/2007 Coll. on Consumer Protection as subsequently amended and Act No. 40/1964 Coll., Civil Code as subsequently amended to ensure that every complaint related to problems and defects of products and services sold and provided at the SKI Resort hotel is resolved properly.
2. The seller is obliged to inform every customer properly about the terms and methods of the complaint procedure, the warranty repair terms and where complaints can be filed.
3. In accordance with § 18 Art. 1 Consumer Protection Act, this Complaints Policy is at disposal where Customers can clearly see it (at the hotel reception and the hotel website: www.tmrhotels.com/hotel-ski/sk/).
4. By accepting a product or a service, every user agrees to this Complaints Policy and declares to have acquainted themselves with its contents.
5. For the purpose of this Complaints Policy, the term “complaint” refers to the procedure of exercising responsibility for defects of a product or a service and resolving a complaint, completing a complaints procedure by delivering a repaired product, exchanging a product, returning the paid product or service price, offering an adequate discount on the product or service price, a written invitation to accept a product or a service, or a reasoned refusal.
6. The rights and duties of every user and the provider are governed by applicable laws of the Slovak Republic.

Art. II Liability for Defects

If any Customer of the SKI Hotel is offered products or services of a lower quality or a lower scope than arranged before or than usual, the customer is entitled to complain about the defects of the offered services or purchased products and to have the defects rectified, have them exchanged, completed or to be offered a new substitute service or an adequate discount on the agreed price of paid services or products.

Arr. III Exercising the Rights regarding Liability for Defects (Complaints)

1. If any customer discovers reasons and circumstances that might be the subject of a complaint, they are obliged to file their complaint to the provider, i.e. the manager, receptionist or any other responsible staff member (hereinafter referred to as “responsible staff member”) at the respective facility without undue delay.
2. To file a complaint, every customer is obliged to present all relevant documents related to the provided service and/or product (order copy, invoice, receipt, etc.) that the complaint is related to. Without presenting the respective proof of purchase, the provider is not obliged to accept the respective complaint. Defects related to the

quality of food and drinks that are meant for immediate consumption shall be complained about to a waiter in the respective restaurant or bar once the defects are discovered.

3. If any defects related to the quality of food and drinks that are meant for immediate consumption apply to the amount or weight, the complaint must be filed before eating or drinking.
4. Complaints about defects related to other products and services shall be filed by customers based on their proof of purchase in the restaurant or bar where the products or services were purchased immediately or without undue delay. Without presenting the respective proof of purchase, complaints do not have to be accepted.
5. Complaints about defects related to accommodation can be filed at the hotel reception without undue delay. Every right to complain about accommodation defects expires if not exercised until the respective customer checks out.
6. When filing a complaint, every customer is obliged to present all relevant documents related to the provision of the service or the purchase of the product that the complaint or defect applies to.

Complaints Procedure

1. Catering services

- a) Defects related to food are considered to be non-rectifiable. If any customer discovers a defect in a dish or a drink, they are entitled to ask to have it exchanged or to be returned a part of the paid price or to be offered a discount.
- b) If not the proper quality, weight, amount or temperature of food or drinks is offered, every customer is entitled to ask to have the defect rectified free of charge, properly and immediately

2. Accommodation services

Every customer is entitled to ask to have the following defects rectified free of charge, properly and as soon as possible:

- a) Exchange of defective small room amenities or to have some added.
- b) If any technical defect in a customer's hotel room cannot be repaired (central heating defect, low water pressure, lack of hot water, electric power failure etc.) and the hotel cannot offer another room to the customer and if the defective room is offered to the customer despite the defects, the customer is entitled to be offered a discount on the basic accommodation price agreed mutually or to withdraw from their contract before spending a night at the hotel and to be returned the paid accommodation price back. Complaints shall be resolved by the general manager or the chief receptionist or any other authorised staff member who is obliged to examine every complaint and decide how it shall be resolved. If any complaint cannot be resolved by an agreement, an authorised hotel representative is obliged to record the complaint together with the customer. The record shall include all specifications of the offered service or purchased product, the time when the service was provided or



the product was purchased and details of the related defect – all written by the customer.

3. Wellness services:

a) Complaints about defects related to wellness and spa services can be filed to the centre manager, supervisor or any other authorised staff member.

b) Every Customer is entitled to file a complaint only while using their service.

Customers are not entitled to be returned their price or to be offered a discount after the service that they are complaining about has been provided.

Art. IV Complaints Time Limit

1. Every customer is obliged to file their complaint immediately without undue delay.

Otherwise, their right to complain expires. Warranty periods are specified in § 620 and other provisions of the Civil Code.

Art. V Cooperation of Customers when Filing Complaints

1. Every customer is obliged to be personally present when filing their complaint and to provide objective information related to the offered service or product. If necessary, they are obliged to let staff members enter the room offered to them to stay in temporarily so that the justification of the complaint can be verified.

Art. VI Final Provisions

1. This Complaints Policy becomes effective on 26/12/2021.

2. The provider reserves the right to unilaterally amend the Complaints Policy without notifying individual customers before.

General manager