

# 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 Srdiečko hotel (hereinafter referred to as “**hotel**”) as well as the rights and duties of the operator and guests staying at the hotel (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 guests that are personally checked in properly can stay at the hotel. To check in, every client has to show their identification card, passport or another identification document at the reception desk.
- 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.hotelsrdiecko.sk](http://www.hotelsrdiecko.sk)) and available at the hotel reception. By checking in and using services at the hotel, 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 hotel reception), or if any client does not pay for all accommodation and other related services when booking, or if any client ask for another room category that has been booked before (and the hotel is able to provide it), or if any client uses extra services at the hotel 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 hotel reception or individual hotel facilities. The price of services that have not been paid when booking has to be paid when checking out at the latest, in cash or by card at the hotel 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 hotel 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. Hotel 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 2:00pm unless otherwise specified by the operator. Terms and prices of Early check-in (before 2:00pm on the day of arrival) have to be arranged in advance. If any client fails to check in until 12:00midnight without notifying the operator before, the operator is entitled to offer the booked room(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 hotel offers services in the scope and quality specified by the respective decree which stipulates the classification and categorisation of accommodation facilities.
- 3.3 The hotel reception is available 24/7.
- 3.4 When checking in at the reception, every client is informed about the terms of accommodation and other related services, hotel room amenities, terms of vehicle parking, sport equipment storing etc.
- 3.5 The hotel is entitled to decline clients with contagious diseases, parasitic infections or other diseases that might endanger the health of the hotel staff or other hotel guests.
- 3.6 When entering the hotel room, 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 hotel premises, including hotel rooms are non-smoking. Smokers can use the area in front of the hotel entrance. For more information, clients can ask at the hotel reception.
- 3.8 If any client violates the smoking ban related to hotel rooms and other hotel 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 at the hotel reception. If violation of the smoking ban inside a hotel room or other hotel premises results in damage of the operator's and/or hotel property and/or the property, life or health of hotel clients or the hotel 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 hotel rooms, common areas, the restaurant, the lobby bar, the wellness and spa centre, the kid's corner etc. if not approved by the general manager or the operations manager.
- 3.10 It is not allowed to use clients' personal electric appliances in hotel rooms 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 hotel rooms and other common areas due to safety reasons.
- 3.12 All hotel guests 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 hotel rooms and halls, on hotel 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 hotel guests are accepted and dutifully delivered to clients.
- 3.14 The hotel lobby and the lobby bar are meant for receiving visitors of hotel guests. Visitors can be accepted in hotel rooms only if allowed by the hotel reception and once the visitors sign the visitor's registration book. No visitors are allowed at the hotel during quiet hours.

- 3.15 Pets are not allowed at the hotel restaurant due to hygiene reasons. Pets can enter the day bar. Pets from 6 months of age and under 15kg can stay at the hotel (charge €15/night). A maximum of 1 medium-sized breed pet or 2 small breed pets can stay in one room. Pets are allowed to stay at the hotel only if their owners present their valid vaccination records that prove their health when checking in.
- Every pet owner is responsible for any potential damage caused to the property of the hotel or other hotel guests and other individuals inside the hotel, or to the health and life of hotel guests and other individuals in the hotel, including the hotel staff. Any damage to the hotel property has to be covered in its entirety by the respective pet owner. Every compensation for damages whose amount is calculated by the hotel and presented to the client has to be paid within the respective due date which is determined by the operator.
- Every client undertakes to pay a €50 deposit that is meant to cover potential costs related to caused damages. If the amount of the damage is higher than the deposit, the client undertakes to compensate the whole damage.
- By booking accommodation with a pet and paying for it, every client declares that they have read these rules, and they accept that if any of these rules are violated, the accommodation provider may refuse the respective client with a pet or order them to leave the hotel without providing any financial or non-financial compensation.
- 3.16 Members of the hotel staff are entitled to enter the hotel rooms in order to clean them, add products to the mini bars and other items, repair any damage if necessary, provide emergency medical help or if violation of these accommodation rules is suspected or the property of the hotel or hotel guests, health or life of clients or the hotel staff are in danger. All members of the hotel staff have to wear name badges with the name of the hotel displayed when entering hotel rooms.
- 3.17 If any client gets ill, injured or suddenly feels very bad, the hotel 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)).
- 3.18 The hotel is managed by the operator and details about current product and service offers, hotel operation limitations, additional services (catering, wellness relaxation etc.) and other services provided by the operator at the hotel or in the area (opening times of cableways, ski pistes, water parks, attractions etc.) as well as operation limitations of hotel facilities are published on the website of the operator ([www.vt.sk](http://www.vt.sk), [www.jasna.sk](http://www.jasna.sk)), the hotel website: [www.hotelsrdiecko.sk](http://www.hotelsrdiecko.sk), 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.
- 3.19 No clients are entitled to receive any financial or non-financial compensation or substitute use of services if the hotel services could not be provided in their entirety due to operational reasons (e.g. wellness centre limitation, increased noise during a wedding or celebration held inside the hotel, closed pools or saunas – applies to hotels located inside or at water parks, etc.).
- 3.20 All hotel rooms 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 rooms to the original state at their own expense before they check out. Otherwise they are obliged to cover all related costs.
- 3.21 Every hotel guest has to check out until 10:00noon on the date of departure. Clients can ask the hotel reception to check out later. However, the Late check-out service has to be arranged in advance and is subject to availability. 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. If clients stay in their hotel rooms until 6:00pm on the departure day, they have to pay 50% of the accommodation price per day (price applicable on the given day). If clients stay in their hotel rooms after 6:00pm on the departure day, they have to pay 100% of the accommodation price per day (price applicable on the given day). 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 hotel room and store them at the expense of the client.

- 3.22 If any client asks to stay longer at the hotel, the operator can enable this only if there is a room available. Clients are not entitled to be allowed to stay longer. If there is a room available, i.e. the hotel can enable the respective client to stay longer, the client is obliged to pay for related accommodation and other services at the hotel reception in advance – in cash or by card. Clients who ask to stay longer can be moved to another room. In such case, they are obliged to respect the room change and follow the instructions of the hotel reception on the first day of the extra period.
- 3.23 Any suggestions and complaints shall be presented at the hotel reception.

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

- 4.1 The operator is liable for damage caused to clients while staying at the hotel 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 hotel) unless these are stored by the operator. Jewels, money and other valuables can be stored by the operator in a safe located at the hotel reception. However, this service is subject to availability. 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 hotel. The storing option mentioned above does not apply to safes located in hotel ro.
- 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 hotel are stored for 20 days. 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 hotel 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 hotel, life, property and health of the hotel employees and other hotel 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 hotel, or to cover other financial debts related to the time the client has spent at the hotel. 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 hotel.

## 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 hotel which is published on the hotel website: [www.hotelsrdiecko.sk](http://www.hotelsrdiecko.sk) and available at the hotel 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 hotel website: [www.hotelsrdiecko.sk](http://www.hotelsrdiecko.sk).
- 7.2 Every client is obliged to follow the accommodation rules which are effective and in force on the day they check in at the hotel.
- 7.3 Every client is obliged to follow these accommodation rules. If any client violates these accommodation rules or instructions of the hotel staff, or causes damage or endangers the property of the operator, or the health, life or property of the hotel 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 hotel 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 hotel staff or clients, behave aggressively, damage or endanger the property of the operator, damage or endanger the health, life or property of the hotel staff or 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.
- 7.4 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.
- 7.5 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.
- 7.6 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.
- 7.7 These accommodation rules specify the rights and duties of clients when staying at the hotel. 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, kid's corner 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.

7.8 These accommodation rules become effective and come into force on 01.12.2018.

In Srdiečk on 01.12. 2018

Martina Jurošová \_\_\_\_\_  
Hotel general manager \_\_\_\_\_