

## General terms and conditions

Dear Guest!

We are delighted that you have decided to use the services of the hotel \*\*\* Strachanovka Jánska koliba. We are trying to make your stay in our hotel as pleasant as possible, therefore we kindly ask you to read the following general terms and conditions governing and specifying the contractual relationship between you and the hotel, based on the acceptance of your order.

1. The purpose of these general terms and conditions (hereinafter referred to as "GTC") is to establish a legal framework for relations between the operator and its clients, in order to ensure that the client is informed about the conditions of the provision of services.
2. These terms and conditions apply to contracts on yielding the hotel rooms to accommodation, conference and banquet rooms of the hotel to events and carrying out events for rent, as well as for all further deliveries and services provided to clients.
3. Commercial terms of the client can be accepted only if expressly agreed in writing in advance when they will.
4. These terms and conditions form an integral part of each contract (Agreement) and of the order, the subject of which is the commitment of the hotel to provide certain services to the client and the client's obligation to pay the agreed price for the services rendered.
5. It shall be presumed that the client understands these GTCs, unless he proves that access to them is restricted or denied through the fault of the hotel.
6. These terms and conditions shall be for the hotel binding from the date of publication and for the client at the moment of ordering the service.

### I.

#### Definition of terms

For purposes hereof shall be understood:

1. **A client** is any natural or legal person who enters into a contract with the hotel for the provision of services or sends the hotel a binding order.
2. **A hotel** is a property operated by the company DEMS, spol. s r.o., with its registered of address: Liptovský Ján 2067, 032 03 Liptovský Ján, CRN: 36 464 881, registered in the Commercial Register of the District Court Žilina, Section: Sro, File number: 76255/L, with the name Hotel\*\*\* Strachanovka, Jánska koliba.
3. **The Contracting Parties** are the hotel and the client.
4. **Services** are any services provided by the hotel in accordance with its business purpose, in particular accommodation services, catering, wellness and conference services.
5. **An Individual client** is usually 1 to 9 people who jointly book hotel services or reserve accommodation at the time of arrival and departure.
6. **A Group** is usually 10 or more people who jointly book hotel services or reserve accommodation at the time of arrival and departure.
7. **An Event** is a social gathering which is attended by a larger group of people and which is associated with the provision of multiple types of hotel services.
8. **An Organizer** of the event is any natural or legal person who, organisationally, technically or otherwise ensures the event on behalf of or for the benefit of the client and for that purpose enters into a contractual relationship with the hotel. If not otherwise agreed, the buyer (the client) is the organizer of the event.
9. **The Moment of payment** is the moment, when the hotel is able to use the paid money, i.e. from the date of crediting the amount on the account, takeover at cash register, etc.
10. **Damage** is the actual damage and lost profit. Damage is paid with money; however, if the party requests and if it is possible, the damage is fixed by putting the item into the original state.

### II.

#### Conclusion of the contract

1. Conclusion of the contract means the contract concluded between the hotel and the client for the provision of services.

2. By executing the contract, the hotel undertakes to provide services to the client in agreed scope and quality, while the client is required to pay the hotel the agreed price or compensate the hotel for damages caused by using hotel services.
3. The contract is concluded by confirmation of client's order /reservation/ by the hotel. The confirmation can be done in writing, by fax or e/mail.
4. The Contracting Parties are the hotel and the client. If the hotel services are ordered by a third party /agent/, the agent is the liable /contracting/ party, unless the Contracting Parties agree otherwise.
5. In case of group or regularly recurring orders, the Contracting Parties may enter into a written framework contract with the understanding that the agreements negotiated in this Contract shall take precedence over the provisions in these terms and conditions. However, the validity of terms and conditions shall not be affected. The same applies in case of individual written contracts.
6. Further rent of rooms as well as their use for other purposes than accommodation or different purposes than agreed upon in the contract shall require written consent of the hotel.

### III.

#### Accommodation – individual clients

1. The hotel is required to give the client a reserved room from 2:00 pm of the agreed arrival date. The client is entitled to have the reserved room ready before the said date only if the parties agreed upon such terms at the conclusion of the contract. The client shall not be entitled to get a specific room, unless it is specifically agreed to with the hotel.
2. The client is obliged on the agreed day of departure to leave the room not later than 10:00 am of the agreed departure date, unless it was otherwise agreed upon in advance. In the event of a delay in the release of the room, the hotel is entitled to charge 20% of the price list; if there is a release of the room after 4:00 pm, the hotel may charge 100% of the price list, without having the client incur contractual claims for services associated with accommodation.
3. If the client does not check-in the room by 6:00 pm the latest on the arrival date, and unless it has been expressly agreed on a later arrival, the hotel is entitled to offer the reserved rooms to another client.
4. If the client checks-in the hotel before 6:00 am, the client is obliged to cover the cost of accommodation for the entire previous night.
5. The client is required after the check-in to the room, immediately after finding any shortcomings, irregularities or complaints, to report such findings to the reception of the hotel. The client is also required to follow the same procedure as above if there is any damage to the room or its inventory. If the hotel finds the rooms or its inventory damaged after the client's departure without prior report to the reception of the hotel by the client, the client is required to compensate the hotel for damages to the room or its inventory in full.
6. The stay of the client in the hotel is modified by the accommodation rules and operating rules of the hotel. These rules are for the clients of the hotel binding.
7. The hotel is required to allow the client to put valuable items or items of high financial, social or psychological value in a safe place /hotel safe/. If the client does not make use of this right, the hotel shall be liable for possible damages caused by the loss, misuse, damage, theft or other means, only to a limited extend. For jewels, money and other valuables, the hotel shall be liable only up to the amount of €331.94. The right to compensation for the loss shall expire if not exercised by the client within 15 days after the date that the damaged person learnt of the loss. It shall be presumed that the loss was discovered on the day of departure from the hotel.
8. If the client is interested in the guaranteed reservation, the hotel is entitled to require the client to pay a deposit in the amount of 100% of the total amount of the reservation. Reservation is considered to be guaranteed by the hotel at the moment of advance payment.

#### Accommodation services - groups

1. Unless stated otherwise in these terms and conditions, provisions of Art. III of terms and conditions for the accommodation of groups apply.

### V.

#### Prices for hotel services and payment terms

1. The client is obliged to pay the agreed price for the services rendered; this is also true for services provided on the basis of an explicit request by the client to third parties.
2. Agreed price is the price, which is included in the booking confirmation. If the price was not agreed upon in this way, published prices apply.

3. The prices listed in the price list are final and include VAT but do not include local taxes.
4. If the period between conclusion of the contract and the provision of requested services exceeds 4 months, during which time the hotel prices increase, the hotel may reasonably increase the agreed price, by a maximum of 5% of the agreed price.
5. The hotel may change the price even if the client with the consent of the hotel, additionally, changes the number of the reserved rooms, volume of hotel services, length of stay, etc.
6. The hotel is entitled, at the conclusion of the contract, to require payment in advance.
7. If not agreed otherwise in advance, the basis for the billing of services ordered and used by the client, is the tax document - invoice issued on the day of departure of the client from the hotel premises or on the day when the client has used the ordered services. The invoice shall contain all the particulars laid down in the applicable legislation of the Slovak Republic.
8. The maturity of the invoice shall be 10 days of the date of issue. The invoice shall be deemed paid on the date, when the hotel has disposal of the amount paid, i.e. the date of crediting the amount to the hotel account.
9. Credit card payment can be made both before and after using hotel services, and based on the client providing information needed to process the payment. By providing information for the payment by credit card, the client expresses the consent to its use. The hotel has the right to use the client's credit card later to settle possible differences that are detected after his/her departure /e.g. minibar use, compensation for damages, fines, etc. / for which the client expresses consent. The hotel is, however, obliged to inform the client in writing/ via e-mail/about any further settlement of the differences from the client's credit card and of the reasons for such additional charges.
10. In case of a late payment, the hotel is entitled to charge interest in the arrears to the outstanding amount, which shall be 0.5% per each day of arrears.
11. Set-off of the client towards the hotel is possible only if the set-off of the client is undisputed or lawful.

#### VI. Events

1. To ensure a proper preparation for the event, the organiser shall notify the hotel of the final number of participants no later than 5 working days before the event.
2. In the case of a change to the scope of the services provided at the request of the client, the hotel will provide the increase of the scope of services provided based on availability, with the understanding that such a request is treated with due commercial care. However, the client shall not have a legal claim to increase the scope of services provided.
3. The change in the number of participants by more than 10% must be agreed on with the hotel in advance. Upon such a change /variation/ in the number of participants, the hotel reserves the right to unilaterally replace confirmed rooms; the agreed standard and technical equipment must be maintained.
4. If the number of participants exceeds 10%, the hotel is also entitled to revise and change the agreed price. The basis for the invoice is the actual number of participants.
5. At events in the restaurant, which last past 10:00 pm (Monday - Thursday), or 11:00 pm. (Friday - Saturday) and if the agreed price does not reflect the longer duration of the event / over the period of opening hours/ the hotel may charge a service fee based on individual certificates.
6. At events on the premises of the lobby bar, which last past 10:00 pm (Sunday - Monday), or until 12:00 am (Thursday - Saturday) and if the agreed price does not reflect the longer duration of the event / over the period of opening hours/ the hotel may charge a service fee based on individual certificates.
7. The organizer or the principal of the event are not eligible to supply the event with their own food or drink, with the exception of the previous explicit written agreement with the hotel. In such cases, the hotel charges a service fee.
8. The organiser of the event and its principal are jointly and severally liable to pay for the consumption of food and drinks ordered by the participants of the event to the agreed scope of the overall calculation.
9. The organiser of the event and its principal are jointly and severally liable to pay for the services ordered by the participants of the event over the agreed scope of the overall calculation.
10. The hotel shall not be liable for possible violations of intellectual property rights by the client. During the event the organiser /principal/ are required to provide for in their own name, on their own responsibility and at their own expense all liabilities to organizations for the protection of copyright.
11. The organiser of the event or its principal shall be obliged to immediately inform the hotel if the event could draw public interest, disrupt public order, restrict or threaten interests of the hotel and other clients of the hotel. The hotel is entitled to carry out appropriate measures to prevent such state and the client is obliged to bear them.
12. Advertisements in the newspaper or other publication in the media/press or electronic releases/ ads and announcements intended for the general public, in particular interview invitations, action of political,

religious and commercial events, which could indicate any relationship to the hotel, or are likely to damage the good name of the hotel or thrive on its reputation, require the prior explicit, written consent of the hotel.

13. If the hotel for the organiser of the event, per their request procures technical and other equipment from third parties, the hotel always acts in the name of and on behalf of the organiser or the principal of the event by the power of Attorney. The hotel thus incurs no liabilities to third parties and entitlements of third parties from the use of this device are the claims solely against the organiser of the event.
14. The use of own electrical, electronic, technical equipment of the organizer or the principal of the event using the electricity grid of the hotel requires the written consent of the hotel. The hotel reserves the right to charge fees for such devices and equipment, in particular those that increase the cost of energy supply or operating costs of the hotel above the normal rate.
15. The organiser /principal/ of the event shall be liable in full for malfunction or damage to the technical equipment of the hotel resulting from the use of this equipment. The organiser /principal/ is required to cover the costs associated with putting the equipment into the original state. The hotel is entitled, through its employees or third parties, to carry out an inspection of such equipment and the measures to prevent or avoid occurrence of such state, and the client shall be obliged to tolerate such measures.
16. The organiser /principal/ of the event shall be liable in full for the safety of technical, electronic or electric equipment of the organiser of the event or the principal.
17. Any brought-in decorative material or object must conform to the legal fire safety requirements. The hotel is entitled to require the opinion of the competent public authorities. In order to avoid the occurrence of possible damage, it is necessary to agree on the installation and placement of the brought-in materials and objects with the hotel in advance.
18. Brought-in exhibition and other items must be removed immediately after the event. If the organizer or the principal of the event fails to do so and leaves objects in the room of the event, the hotel is entitled to charge rent for the room until the removal of these items. The hotel is also entitled to carry out the removal and storage of these items on behalf of the organizer or the principal of the event, without incurring a contract of safe-keeping and storage.

## VII.

### Deposit for services

1. If no other written contract has been concluded with the hotel, the hotel is entitled to demand advance payment as follows:
  - for the event with the number of up to 50 people, 50% of the total price of ordered services no later than 14 days before the beginning of the event
  - for the event with the number of more than 50 people, 25% of the total price of ordered services no later than 60 days before the beginning of the event, and another 50% of the price of ordered services no later than 30 days before the beginning of the event
2. For weddings, the hotel is entitled to demand advance payment in the amount of 1000 euros, upon confirming the binding order.
3. Payment of a deposit is a confirmation of the binding nature of the contract. In case of cancellation, the paid deposit is non-refundable and serves as a compensation of damages/loss of profit/.
4. If the deposit has not been paid on time, the hotel reserves the right to cancel the booking without prior notice.

## VIII.

### Withdrawal, cancellation of the order. Cancellation terms.

1. The client has the right to cancel ordered services or events.
2. Upon the cancellation of ordered services or events, the hotel is entitled to receive compensation in the form of a cancellation fee which is determined by the percentage portion of the set price for services or events, depending on the number of people for whom the events /services/ are arranged and the time period which passed from the date of cancellation of services or events and the planned beginning of the provision of services or events.

Unless agreed otherwise, cancellation fees determined by the price of the services or events are as follows:

For events with the number of up to 50 people, the hotel is entitled to charge cancellation fees as follows:

- cancellation between 15. - 30. day of the planned beginning of provision of services or events ..... 30% of the estimated price

- cancellation between 7. – 14. day of the planned beginning of provision of services or events ..... 50% of the estimated price
- cancellation 6 or fewer days before the planned beginning of provision of services or events .....100% of the estimated price

For events with the number of more than 50 people, the hotel is entitled to charge cancellation fees as follows:

- cancellation between 31. - 60. day of the planned beginning of provision of services or events ..... up to 30% of the estimated price
  - cancellation between 14. - 30. day of the planned beginning of provision of services or events ..... up to 50% of the estimated price
  - cancellation 14 or fewer days before the planned beginning of provision of services or events ..... up to 100% of the estimated price
3. For accommodation of individual clients, the hotel is entitled to charge cancellation fees as follows:
- cancellation between 21.-14. day before the planned check-in date..... up to 50% of the accommodation price
  - cancellation between 13.-7. day before the planned check-in date..... up to 75% of the accommodation price
  - cancellation between 6.-0. day before the planned check-in date..... up to 100% of the accommodation price
4. Cancellation terms for group accommodation shall be the same as cancellation terms for events /p.2/.
5. The costs of technical equipment ordered by the hotel, for purposes of ensuring the event to the extent of the costs that the hotel already incurred and that could not be covered by any other use, shall be borne by the client in full.
6. In the provision of catering services, the estimated total cost is the sum of the agreed prices for drinks, food, rent and fees for other services and if the price has not yet been firmly agreed, for the calculation this formula applies: the lowest price of the menu for the banquet x the number of people.

#### IX.

##### Withdrawal from the contract by the hotel

1. The hotel is entitled to withdraw from the contract if the booking was negotiated with the possibility of a client, within a certain period, to withdraw from the contract without any obligation of payment and the hotel has the demand for the reserved rooms and the client, upon the back demand of the hotel, does not waive his right to withdrawal.
2. The hotel is also entitled to withdraw from the contract if:
  - this right has been agreed with the client in writing for the reasons set out in the contract,
  - the client does not demand fulfilment on the part of the hotel,
  - the client has outstanding liabilities against the hotel past due,
  - at the time of booking, prepayment or advance payment has been agreed and the client has not complied with its obligation on time, the hotel may, however, withdraw from the contract by no later than the moment of fulfilment by the client,
  - there were circumstances in which the hotel is not responsible /e.g. higher power/ that make the fulfilment of the contract impossible,
  - services or events that have been booked under false, misleading or inaccurate data of the client or other important facts,
  - the hotel has justified cause to believe that use of the hotel's services might jeopardize the proper operation, safety or reputation of the hotel towards the public without which it could be attributable to the owner and the organization of the hotel.

#### X.

##### Liability for damage on brought-in or stored objects

1. The hotel shall be liable for damage caused to brought-in or stored objects which were brought in by or for the client, unless the damage occurred in a different manner. Brought-in are the things that have been brought to the premises, which were reserved for accommodation or for storing things, or that were for this purpose given to one of the employees of the hotel.



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2. For jewels, money and other valuables, the hotel shall be liable only up to the amount of €331.94. The right to compensation for the loss shall expire if not exercised by the client within 15 days after the date that the damaged person learnt of the loss. It shall be presumed that the loss was discovered on the day of departure from the hotel.
3. By providing space for parking a vehicle in the parking lot no contract on storage or safe-keeping shall conclude. For loss or for damage to motor vehicles parked or moved onto the land and for their accessories, the hotel shall not be liable.
4. The hotel shall not be liable for injuries during free time activities of any kind, unless the damage occurred on the part of the hotel as a result of its gross negligence or intent.

#### XI.

#### Specific provisions

1. Animals may be brought into the hotel only after prior agreement of the hotel and for an extra fee.
2. Smoking is only permitted in the designated area of the hotel. In other areas of the hotel /all indoors facilities and rooms/ smoking is prohibited. In case of a violation of this rule, the hotel has the right to impose a fine to the guest in the amount of 100 EUROS for each found offense.
3. No dangerous materials /explosives and ammunition, corrosive materials, poisons or toxic substances, infectious or radioactive materials/ may be brought into the hotel.
4. The hotel shall receive messages, packages and mail intended for the guests. Mail of the hotel guests shall be send per their request for a fee.
5. Hotel forwards found things only per client's request. These things are stored up to maximum of six months. After this period, things with an apparent value will be handed over to the competent authorities.

#### XII. Final provisions

1. These general terms and conditions and the legal relationships created thus are governed by Slovak law.
2. Should individual provisions of these general terms and conditions be or become ineffective or invalid, this shall not affect the validity or effectiveness of the remaining provisions of these general terms and conditions.
3. Clients in the implementation of the order confirm acceptance of these applicable terms and conditions. The hotel reserves the right to change these terms and conditions. The obligation of a written notice of the general terms and conditions is satisfied by their placement at the visible and accessible location of the hotel and on the website of the hotel [www.strachanovka.sk](http://www.strachanovka.sk)

In Liptovský Ján on 01.01.2021

**Ján Strachan**

Registered agent of the company DEMS, spol. s r.o.