



GENERAL TERMS AND CONDITIONS

I.

Definitions and introductory provisions

1. The purpose of these General Terms and Conditions (hereinafter referred to as "**GT&C**") is to provide a legal framework and regulate the rights and obligations between the parties in the provision of Services (as defined below). The GT&C are elaborated pursuant to Section 273 (1) of Act No. 513/1991 Coll., the Commercial Code as amended (hereinafter referred to as "**Commercial Code**")
2. The GT&C form an integral part of each Contract, and/or Reservation, on the basis of which the Hotel provides the Client with the Services and the Client pays a fee for the Services rendered. Any discrepant or deviating agreements, with regards to a Contract and/or the Reservation and their possible amendments shall take precedence over the wording of the GT&C. The Client's general terms and conditions of business may be accepted only if the Parties expressly agree to it in writing.
3. Capitalized terms have the meanings given in these GT&C or directly in the Contract and include both the singular and the plural form.
4. **Hotel** means the accommodation facility designated as **Hotel Lomnica**, built at Tatranská Lomnica č. 92, 059 60 High Tatras, telephone number of the reception desk: +421 52/28 53 500, +421 52/28 53 501, reception@hotellomnica.sk, owned and operated by **Mores Resort, a.s.** with registered office at Galvaniho 17/C, 821 04 Bratislava, Company ID: 46 830 995, VAT No.: SK2023620742, Tax No.: 2023620742, entered in the Commercial Register of the Bratislava I District Court, Section: Sa, File No. : 6213 / B (hereinafter referred to as "**Company**").
5. **Client** means a natural person or legal entity concluding a Contract with Hotel for the provision of services or sending a binding Reservation to the Hotel, a person or entity on whose behalf the Agreement for the provision of services is concluded by the Organizer, or on whose behalf the Organizer sends a binding Reservation to the Hotel.
6. **Organizer** means a natural person or legal entity who is responsible for an event or group reservation from the organizational, technical, or other aspect according to Art. I (17 and 18) of these General Terms and Conditions on behalf of, or at the expense of the Client and for this purpose, the Organizer enters into a contractual relationship with the Hotel.
7. **Parties** are defined as the Hotel and the Client.
8. **Early Check-out** is defined as an early departure of the Client and termination of accommodation before the agreed date of departure from the Hotel.
9. **Early Check-in** means an earlier check-in of the Client for a stay in the Hotel before 15:00 (3.00 p.m.) on the agreed day of arrival at the Hotel.
10. **Late Check-out** means the later departure of the Client and the ending of the Client's stay at the



Hotel after 12:00 (noon) on the agreed day of departure from the Hotel.

11. **No Show** means the Client's failure to arrive for his/her stay at the Hotel without prior cancellation of the reservation of the booked Services by the Client.
12. **Pre-authorization** means the withholding of the Client's funds on his/her payment card according to Art. III Section 9 and 10 of these GT&C.
13. **Service** means any service provided by the Hotel, in particular accommodation, catering, congress, and wellness services.
14. **RESDiary** – online booking platform
15. The contractual relationship between the Hotel and the Client for the provision of the Service or Services may be concluded in the form of:
 - a) a written **Contract for the provision of services** (hereinafter referred to as “**Contract**”) concluded between the Hotel and the Client,
 - b) confirmation of the Reservation by the Hotel made in writing or by e-mail.
16. **Force majeure** (*vis maior*) means an event arising independently of the will of the Hotel and preventing the Hotel from delivering the Service or Services to the Client, unless it can be reasonably assumed that the Hotel would have averted or overcome this event or its consequences, or that it anticipated this event at the time when the obligation to the Client arose.
17. **Group** is usually defined as a group of 10 (ten) and more individuals (or booking of at least 10 [ten] rooms occupied by 1 (one) person or 5 rooms with 2 [two] persons), who jointly reserve Hotel Services or reserve Hotel Services at the same time
18. **Event** is defined as a social event attended by a larger number of participating Clients, i.e. usually 10 (ten) persons and more, which is associated with the provision of several types of Services by the Hotel.
19. **MICE event** means an Event in which the Client orders 10 (ten) rooms to be occupied by 1 (one) person or 5 (five) rooms to be occupied by 2 (two) persons in the Hotel with or without additional services,
20. **The Hotel Price List** is the list with rates for the Hotel rooms and other Services applicable at the time of concluding the Contract and/or at the time of providing the Services.
21. **Gift Voucher (“Voucher”)** means an authorization of the Voucher holder to use specific purchased Services. The Voucher is issued by the Hotel and is valid for 12 (twelve) months from the date of purchase, and its validity cannot be extended. The Hotel reserves the right to define a period within a calendar year during which the Voucher cannot be used. The Client reserves the Services from Voucher through the Hotel reservation department, over the phone at +421 52 285 35 03 or by e-mail at reservations@hotellomnica.sk.
22. **Tasting Dinner** means a special-experience dinner, during which a multi-course menu is served paired with wine or soft drinks. It represents a top-level culinary service offering a visual and gastronomic experience with a combination of high-quality and mostly local ingredients.
23. The GT&C form an integral part of each Contract, Order and/or Reservation, on the basis of which the Hotel provides the Client with the Services and the Client pays a fee for the Services rendered.
Any discrepant or deviating agreements, such as a Contract, Order and/or the Reservation and



- their possible amendments shall take precedence over the wording of the GT&C.** The Client's general term and conditions of business may be accepted only if the Parties expressly agree to it in writing.
24. **Accommodation Rules** are a document issued by the Hotel, which regulates the conditions of accommodation in the Hotel, is available at the Hotel reception desk, in the Hotel rooms and on the Hotel's website at www.hotellomnica.sk and is binding for the Hotel Client.
 25. **Complaints Procedure** is a document issued by the Hotel, which regulates the conditions for filing of complaints about the Services provided by the Hotel; it can be accessed at the Hotel reception desk and on the Hotel's website at www.hotellomnica.sk and becomes a binding document for the Hotel Client at the moment of his/her registration for the stay at the Hotel.
 26. **Reservation** means a binding reservation of the Services by the Client via the Hotel website at www.hotellomnica.sk, in another reservation system (such as booking.com, expedia.com, etc.) or in the case of Events a written order, a sample of which forms an appendix to these GT&C, or a reservation using another form as agreed with the Client.
 27. Information obligations of the Hotel according to Section 10a (1) e) and f) of Act no. 250/2007 Coll. on consumer protection and on the amendment of the Act of the Slovak National Council no. 372/1990 Coll. on offenses as amended are fulfilled in the Complaints Procedure of the Hotel published on the Hotel website at www.hotellomnica.sk and available at the reception desk of the Hotel.
 28. These GT&C (version 4.0) become binding for the Hotel on the day of their publication on the Hotel website at www.hotellomnica.sk and for the Client upon conclusion of the Contract according to Art. I (14) a) of these GT&C, resp. at the moment of submitting the Reservation to the Hotel according to Art. I (14) b) and Section 22 of these GT&C.
 29. When making the Reservation, the Client confirms his/her consent to these GT&C.
 30. The Hotel reserves the right to amend these GT&C. The obligation to present a written copy of the GT&C is fulfilled by making the GT&C available on the Hotel website at www.hotellomnica.sk.

II.

Services

1. By concluding the Contract, the Hotel undertakes to provide the Client with the Services, in particular, in the extent and quality specified in the Contract, whereas the Client is obliged to pay the Hotel the agreed price for the Services as well as compensate for any damage caused in connection with the use of these Services.
2. The hotel provides accommodation services under the following conditions:
 - a) based on the Agreement, the Hotel is obliged to enable temporary use of the room reserved by the Client from 15:00 (3.00 p.m.) on the agreed date of the Client's arrival for accommodation. The Client is entitled to an Early Check-in only if he/she has expressly agreed to this with the Hotel when concluding the Contract in line with the applicable Price List;
 - b) the Client is entitled to receive a specific room category for his/her use, but a specific room type shall only be available after a written approval by the Hotel;



- c) the client is obliged to vacate and leave the room no later than at 12.00 noon on the agreed date of departure from the accommodation in the Hotel unless otherwise agreed in advance between the Parties;
 - d) in the case of a Late Check-out, the Hotel is entitled to charge the Client a fee of
 - (i) EUR 40 (forty euro) upon departure from the accommodation in the Hotel from 12:01 p.m. until 14:00 (2:00 p.m.) on the agreed date of departure;
 - (ii) EUR 80 (eighty euro) upon departure from the accommodation in the Hotel from 14:01 (2:01 p.m.) until 18:00 (6:00 p.m.) on the agreed date of departure;
 - (iii) 100% (one hundred percent) of the room daily rate as specified in the Hotel Price List upon departure from the accommodation in the Hotel after 18:01 (6:00 p.m.) and later on the agreed date of departure,whereas the Client is obliged to pay the above fees without having any claims for other Services of the Hotel associated with accommodation;
 - e) in case of an Early Check-in before 7.00 a.m., the Client is obliged to pay the Hotel the price of accommodation for the whole previous night;
 - f) where the Client failed to check-in at the Hotel by 24:00 (midnight) on the agreed day of arrival at the Hotel, the Hotel is entitled to make the reserved room available to another Client, unless otherwise agreed between the Parties and the failure to check-in at the Hotel is understood as the so-called "No Show", for which cancellation fees apply according to the conditions stated in the reservation confirmation;
 - g) The Client is obliged to inspect the provided Hotel room immediately after its handover by the Hotel staff for temporary use and to report any potential shortcomings, discrepancies, or objections to the Hotel reception immediately upon discovery. The Client is also obliged to proceed the same upon identification of any damage to the room or its equipment and furnishing. In the event that the Hotel discovers any damage to the room or its equipment and furnishing after the Client's accommodation is ended without the previous Client's notification of the Hotel reception of these facts, the Client is obliged to compensate the Hotel for the damage to the room or its inventory in full;
 - h) The Client undertakes to comply with the Hotel's Accommodation Rules.
3. The Hotel is not responsible for the failure to fulfil the Service or Services ordered by the Client due to Force Majeure.

III.

Prices of Services and payment terms

1. The Client is obliged to pay the Hotel the agreed price for the provided Service. This shall also apply to the Service provided by the Hotel to third parties on the basis of the Client's explicit request.
2. Where the price of the Service has not been agreed between the Parties in the Contract or in the Order, the Client shall be obliged to pay for the provided Service the price specified in the Price



List of the Hotel applicable at the time of Service provision.

3. Prices for the Services listed in the Price List are final and include value added tax; however, they do not include the local taxes, which the Client will pay in final settlement upon departure from the Hotel.
4. The Hotel may amend the price of the Services against the Hotel Price List, where the Client receives the consent of the Hotel to additionally change the number of reserved rooms, the scope of the Services, the duration of the accommodation or other conditions.
5. The Hotel is entitled to demand payment in advance from the Client upon concluding the Contract.
6. Unless the Parties agree otherwise in advance, the basis for the settlement of reserved and used Services by the Client is a tax-eligible document in the form of (i) an invoice or (ii) final settlement accompanied by a bill from the cash register in case of payment by card or cash. Both documents shall be issued on the day of the Client's departure from accommodation in the Hotel, or on the day when the Client used the reserved Service.
7. The invoice must contain all the requirements provisioned in the applicable legal regulations of the Slovak Republic. The due date of the invoice is stated separately in each invoice. In the case of a bank transfer, the invoice shall be considered paid on the day when the Hotel could dispose of the amount paid, i.e. the day on which the relevant amount is credited to the Hotel's account specified in the invoice.
8. Payment by card may be made before and also after the Client's use of the Service, on the basis of the data provided by the Client necessary for the execution of the payment, by completing the so-called authorization form. By providing data for payment by card, the Client simultaneously grants consent to card usage.
9. The hotel is entitled to request a security deposit – the Client's funds in the amount of EUR 50 (fifty euro) for the purpose as stipulated in Art. III (10) of these GT&C in the form of Pre-authorization on the Client's payment card. By using the Services in the Hotel, the Client consents to the provision of the security deposit to the Hotel and its use in accordance with these GT&C.
10. The Hotel is entitled to settle its receivables against the Client from the Client's security deposit, which will be determined during his/her usage of the Services in the Hotel, or possibly after the Client's departure from the Hotel, e.g. a receivable for the payment of a financial amount for consumption from the room minibar, receivables for any damages, a fine or any other obligations of the Client towards the Hotel.
11. In the case of Pre-authorization according to Art. III (13) of these GT&C, the Hotel shall be entitled to withhold the funds for a maximum period of 14 (fourteen) days from the date of entering the request to withhold the funds on the Client's payment card. In the case of using the Services by the Client for a period longer than 14 (fourteen) days, the Client shall be subsequently invited by the Hotel to arrive at the reception desk of the Hotel and again, even repeatedly, provide co-operation to execute the Pre-authorization.
12. In the case of the Hotel's receivable from the Client in the amount exceeding EUR 50 (fifty euro), the Hotel will issue an invoice for the payment of the receivable according to Art. III (10) of the GT&C, from which the amount of the security deposit EUR 50 (fifty euro) will be deducted, and



the remainder will have a due date of 14 (fourteen) days. Should the invoice be not duly and timely paid, the Hotel will recover the amount in excess of the withheld security deposit from the Client in accordance with the relevant legal regulations.

13. In the event of the Hotel's receivable against the Client in the amount of less than EUR 50 (fifty euro), the Hotel will return the amount of the security deposit remaining after the settlement to the Client by releasing the remaining part of the retained security deposit after the Service provision is terminated, but no later than on the date of terminating the withholding of the funds as stipulated in Art. III (11) of these GT&C, while the proof of settlement shall be provided by the Hotel to the Client upon completion of the Services provision or sent to the address (correspondence or e-mail address) specified by the Client in the registration form.
14. In case no receivable of the Hotel against the Client exists according to Art. III (10) of these GT&C, the Hotel will return the security deposit to the Client by releasing the withheld security deposit on the day of completion of the Service provision, but no later than on the day of termination of the withholding of funds according to Art. III (11) of these GT&C, while the proof of settlement shall be provided by the Hotel to the Client upon completion of the Services provision or sent to the address (correspondence or e-mail address) specified by the Client in the registration form.
15. The Hotel shall be obliged to inform the Client about any additional use of the security deposit to settle its receivables against the Client according to Art. III Section 10 of these GT&C and the reasons for such additional settlement after the Client's departure from the Hotel.
16. In the event of a delay in the Client's payment for the provided Service, the Hotel shall be entitled to charge the Client the statutory default interest in accordance with the applicable legal regulations of the Slovak Republic.

IV.

Other Provisions

1. The scope of Services provided by the Hotel in connection with organization of an Event is specified in the Contract and/or the Reservation. Where the Services have been agreed by the Parties but have not been precisely and/or sufficiently clearly specified, the Hotel shall be entitled to provide the Client (the Organizer) with the Services as determined by the Hotel itself within the scope of the agreed total price quote.
2. The Hotel is obliged to provide the agreed Services duly, on time and in the usual quality for the number of participants in the Event specified in the conditions agreed in the Contract and/or the Reservation made by the Client. The quality of the provided Services depends on the collaboration of the Organizer consisting primarily in the observance of the agreed schedule (both in terms of time and subject-matter) of the Event.
3. To enable the Hotel to ensure and duly prepare the Event, the Client is obliged to notify the Hotel of the final number of participants in the Event no later than 5 (five) working days before the Event.
4. Any change in the number of Event participants exceeding 5% (five percent) against the originally reported number must be agreed in advance with the Hotel. In the event of such a change in the number of Event participants, the Hotel reserves the right to unilaterally change the price for the



booked Services and/or change the reserved premises of the Event and/or the agreed standard and/or the technical equipment of the Event premises. In the event of a change in the scope of Services provided at the Client's request, the Hotel shall implement changes in the scope of Services provided according to its own possibilities while treating the Client's request with due professional care. However, the Client shall have no legal entitlement to request change in the scope of Services provided.

5. If the number of Event participants is exceeded by more than 5% (five percent) compared to the originally reported number, the Hotel is also entitled to rework and change the agreed price of the Services, based on the actual number of participants.
6. For Events lasting longer than 22:00 (10:00 p.m.), and where the agreed price no longer takes into account such extended duration of the Event, the Hotel may charge a service fee of EUR 200 (two hundred euro) for each initiated hour of the Event lasting after 22:00 (10:00 p.m.).
7. The Client is not entitled to supply the Event with its own meals or beverages and/or to bring meals and beverages to the Event with the exception of a prior express written agreement with the Hotel. If the above is contradicted, the Hotel has the right to cancel the Event without the Client's right to claim a refund for the Event as stipulated in the price offer.
8. The Client is obliged to pay for the consumption of food and beverages reserved by the participants of the Event exceeding the agreed scope of the reservation and the total price quote.
9. The Client is obliged to pay for the Services booked by the participants of the Event exceeding the agreed scope of the reservation and the total price quote for the Services.
10. The Client is obliged to inform the Hotel at least 45 (forty-five) days before the Event, if the Event could attract public interest, disturb public order, limit or endanger the interests of the Hotel and other Hotel Clients. The Hotel is entitled to take adequate measures to prevent such a situation and the Client as well as the participants of the Event are obliged to endure them.
11. In situations where the Hotel procures technical and other equipment from third parties for the Client on the basis of his/her request, it shall always act on behalf of the Client and at his/her expense. The Hotel therefore does not incur any obligations towards third parties and the claims of third parties arising due to the use of this equipment are claims only against the Client.
12. Usage of the Client's own electrical, electronic, or technical equipment exceeding the reasonable extent, or usage of such equipment of the participants of the Event while using the Hotel's power supply network requires a prior written consent of the Hotel. The Hotel reserves the right to charge separately for the use of such devices and equipment, which increase the costs of power supply or operating costs of the Hotel beyond the reasonable extent. The Client is obliged to ensure the compatibility of his/her own electrical, electronic, technical equipment with the electrical and other equipment of the Hotel, its fire safety regulations and to operate them in accordance with these regulations.
13. Responsibility for any failures of or damage to the technical equipment of the Hotel caused by the use of equipment according to Art. IV (12) of these GT&C shall be fully born by the Client, who shall be obliged to pay any costs associated with reinstatement of the equipment. The Hotel is entitled, through its staff or third parties, to inspect such equipment and facilities and to adopt measures to prevent or avoid such a situation arises and the Client as well as the participants of



- the Event, are obliged to endure such inspection and measures.
14. The Client shall be responsible for the safety of the used technical, electronic, or electrical equipment.
 15. Any decorative material or other objects brought into the Hotel must comply with fire safety regulations and must be used and operated in accordance with these regulations. In order to prevent possible damage, carrying of any items into the Hotel exceeding the usual and reasonable extent as well as their installation and placement exceeding the usual and reasonable extent shall be subject to the prior consent of the Hotel.
 16. Any decorative and other items brought in must be removed immediately after the end of the Event. If the Client fails to ensure the removal of said items and leaves them at the premises, the Hotel shall be entitled to charge the Client a rental fee for the Event facilities until these items are removed. The Hotel is also entitled to remove and store these items at the Client's expense without concluding an agreement on custody or deposition of the items.
 17. The Client is obliged to use the provided premises of the Hotel to the extent appropriate to their nature, in a reasonable and orderly manner, not exceeding the usual extent and in accordance with the purpose of the provision of the premises and to hand them over to the Hotel in the condition as taken over, taking into account the usual wear and tear. Should any damage to the premises be identified after the Event, about which the Client failed to notify the Hotel in advance, or possibly, upon taking over the premises, it shall be considered that the damage was incurred during the Client's Event and therefore the Client shall be liable for said damage.
 18. The Client undertakes to observe and fulfil at the venue where the Event is held, as well as in other premises of the Hotel, all obligations arising from the regulations on occupational health and safety, property protection and fire safety regulation, in particular under Act no. 124/2006 Coll. on Occupational Health and Safety and on amendments to certain acts as amended, from Act no. 314/2001 Coll. on Fire Protection as amended by later regulations and Decree of the Ministry of Interior of the Slovak Republic no. 121/2002 Coll. on Fire Safety Prevention as amended.
 19. The Client undertakes to observe and fulfil all obligations arising from the regulations on environmental protection at the venue where the Event is held, as well as at the premises of the Hotel.
 20. The Client is not entitled to make any changes to the Hotel premises without the prior written consent of the Hotel.
 21. The Client is fully liable for any damage and harm caused to the interior equipment of the Hotel. The above also applies if the Client brings a dog or a pet to the Hotel, where the Client is responsible for all damages to the property of the Hotel caused by the dog or any other pet. The fee for a bringing a dog (pet) is set at EUR 50/night. More detailed conditions regarding accommodation in the Hotel with a dog or other pets are listed in the Accommodation Rules.
 22. The Client is obliged to protect the provided premises of the Hotel, the Hotel itself as well the property located therein it from any damage or destruction. In the event of imminent damage, the Client undertakes to reasonably intervene to avert this damage in a manner appropriate to the circumstances of the threat.
 23. The Client is entitled to display banners and boards in the premises of Hotel displaying the logos,



names and type of activities related to the Event or the Client itself/himself/herself only with the prior written consent of the Hotel. The content, graphic design and condition of these banners and boards must not lead to an unfavourable impression among the public, must not infringe the copyrights of third parties and must comply with legal regulations applicable in the territory of the Slovak Republic. The Client is obliged to remove these banners and boards as well as any pollution of the premises they may cause immediately after the end of the Event or before leaving the Hotel.

24. In the event that the Client leaves the premises of the Hotel dirty or leaves any brought-in waste there (boxes, bags, decorations, etc.), he/she is obliged to pay the Hotel the fee of at least EUR 50 (fifty euro) or more for cleaning and vacating each used premises depending on the extent of contamination.
25. The Hotel shall not be liable for Clients' injuries caused by leisure activities of any kind unless the harm was caused by the Hotel as a result of its gross negligence or intent.

V.

Advance for Event Services

1. Unless a separate written contract has been concluded by and between the Parties on the amount of the advance for the Event Services, the Hotel shall be entitled to demand from the Client an advance payment of up to 100% (one hundred percent) of the price quote based on an advance invoice issued by the Hotel after confirming the binding quote. The advance invoice shall be due within 14 (fourteen) days from the date of its issuance.
2. Paid advance according to Art. V (1) of these GT&C shall not be returned in case of cancellation of the Services of the Event and will be used as a cancellation fee in accordance with the cancellation conditions specified in Art. VI. of these GT&C. If the advance paid is higher than the specified cancellation fee, the remaining part of the advance shall be refunded to the Client.
3. In the event that the advance under Art. V (1) of these GT&C fails to be paid duly and on time, The Hotel reserves the right to cancel the Event Reservation without prior notice.

VI.

Cancellation conditions and withdrawal of the Client from the Contract

1. If the Client – an individual consumer has concluded a Contract with the Hotel remotely or outside the premises of the Hotel according to Act no. 102/2014 Coll. on consumer protection in the sale of goods or the provision of services on the basis of a distance contract or an off-premises contract and amending certain acts (hereinafter "**ACP**"), in accordance with Section 7 (6) k) of the ACP the Client – individual consumer shall not be entitled to withdraw from this Agreement.
2. In the event of cancellation of the Agreement (withdrawal from the Agreement or part thereof) by the Client, the following cancellation conditions apply, depending on the type of reserved accommodation and/or the season in which the Service was to be provided to the Client:
 - a) *general cancellation policy:*
 - (i) if the Client cancels the Contract 15 (fifteen) and more days before the date of



- commencement of the Service provision under the Contract, he/she is obliged to pay the Hotel a cancellation fee of 10% (ten percent) of the price of the reserved Services;
- (ii) if the Client cancels the Agreement between the 14th (fourteenth) and the 3rd (third) day before the date of commencement of the Service provision under the Contract, he/she is obliged to pay the Hotel a cancellation fee of 50% (fifty percent) of the price of the reserved Services;
 - (iii) if the Client cancels the Contract (A) 2 (two) or fewer days before the date of commencement of the Service provision under the Contract or (B) for Promotional Accommodation, he/she is obliged to pay the Hotel a cancellation fee of 100% (one hundred percent) of the price of the reserved Services;
- b) *Cancellation conditions for Services reserved for the New Year season, i.e. between 27 December – 9 January of the given year and for the Easter season, i.e. on the dates between Maundy Thursday and Easter Monday:*
- (i) the reservation of Services for the New Year season and/or Easter season is subject to the Client's obligation to settle an advance payment in the amount of 100% (one hundred percent) of the price of the reserved Services depending on the due date of the invoice;
 - (ii) if the Client cancels the Contract for Services booked for New Year season and/or Easter Season, regardless of the time of cancellation of the Contract by the Client, the Hotel shall not be obliged to return the paid advance payment to the Client.
- c) *Cancellation conditions for limited promotional offers (hereinafter referred to as "**Limited Promotional Offers**") and price promotions such as "3 nights for the price of 2", "4 nights for the price of 3" and "7 nights for the price of 6" (hereinafter referred to as "**Price Promotions**"):*
- (i) the reservation of Limited Promotional Offers and/or Price Promotions is subject to the Client's obligation to pay the advance payment in the amount of 100% (one hundred percent) of the price of the reserved Limited Promotional Offer and/or Price Promotion;
 - (ii) if the Client cancels the Contract for Limited Promotional Offer and/or Price Promotion, regardless of the time of cancellation of the Contract by the Client, the Hotel is not obliged to return the paid advance payment to the Client.
3. The Hotel shall not be obliged to return the payment settled by the Client for the Services if the Early check out and No-Show procedure applies.
4. **Cancellation policy for group stays and Events** under the Contract for reservation of Services with allocated capacity **over 50% (fifty percent)**, which represents 35 (thirty-five) and more rooms in the Hotel:
- a) the Client is obliged to pay the Hotel a cancellation fee of 10% (ten percent) if the Client cancels this order within 90 (ninety) days from the date of its confirmation by the Hotel;
 - b) the Client is obliged to pay the Hotel a cancellation fee of 50% (fifty percent) of the price for all booked Services, if the Client cancels the Agreement after 90 (ninety) days from the date of conclusion of the Contract, but more than 21 (twenty-one) days before the start of the Service provision;
 - c) the Client is obliged to pay the Hotel a cancellation fee of 100% (one hundred percent) of the



price for all reserved Services, if the Client cancels the Contract 21 (twenty-one) or fewer days before the start of the Service provision.

5. **Cancellation policy for group stays and Events** under the Contract for reservation of Services with allocated Hotel capacity **up to 50% (fifty percent)**, which represents 34 (thirty-four) or fewer rooms in the Hotel:
 - a) the Client is obliged to pay the Hotel a cancellation fee of 10% (ten percent) if the Client cancels this order within 60 (sixty) days from the date of its confirmation by the Hotel;
 - b) the Client is obliged to pay the Hotel a cancellation fee of 50% (fifty percent) of the price for all reserved Services, if the Client cancels the Agreement after 60 (sixty) days from the date of conclusion of the Contract, but more than 15 (fifteen) days before the start of the Service provision;
 - c) the Client is obliged to pay the Hotel a cancellation fee of 100% (one hundred percent) of the price for all reserved Services, if the Client cancels the Contract 14 (fourteen) or fewer days before the start of the Service provision.
6. In the event of cancellation of the Contract (withdrawal from the Contract or part thereof by the Client) or failure of the Client to arrive to use the reserved Services in emergencies, which include illness, death, disaster or other emergencies, the severity of which depends on the assessment by the Hotel, the Hotel shall be entitled to waive the right to payment of the cancellation fee on the basis of the submission of credible evidence demonstrating the serious grounds for such termination of the Contract.
7. In the event of cancellation of the Contract (withdrawal from the Agreement or part thereof) by the Client or failure of the Client to arrive to use the reserved Services, the Hotel will send the Client a written or e-mail notification of its exercising of the right to cancellation fee and its amount in accordance with these GT&C within 14 (fourteen) days from the day of delivery of the Client's withdrawal from the Contract or its part to the Hotel or from the day when the provision of the reserved Services was to be commenced.
8. The Client acknowledges that, in the event of cancellation of the Contract (withdrawal from the Contract or part thereof) by the Client or failure of the Client to arrive to use the reserved Services, the Hotel shall be entitled to unilaterally set off the Client's claim against the Hotel to return the amount for Services paid by the Client upon making an online reservation against the Hotel's claim for the payment of a cancellation fee as specified in these GT&C in the amount in which said two receivables mutually overlap, whereas the amount exceeding the mutual receivables of the Client and the Hotel shall be paid by the Hotel to the Client by cashless bank transfer to the Client's bank account from which the reservation amount was paid in the online booking of the Services within 30 (thirty) working days from the day following the date of delivery of the notification of cancellation of the Contract (withdrawal from the Contract or part thereof) by the Client or from the date of the Client's failure to arrive to use the reserved Services. Any bank fees associated with the refund of the amount for the reserved Services or part thereof to the Client shall be borne by the Client.
9. If the Client makes a reservation for the Services, any changes in this reservation may be performed through the Hotel's reservation department:



- a) by a registered letter sent to the postal address of the Hotel Tatranská Lomnica 92, 059 60 Vysoké Tatry,
 - b) by phone at the Hotel telephone number +421 (0) 52/28 53 503, or
 - c) by e-mail sent to the e-mail address of the Hotel reservations@hotellomnica.sk or congress@hotellomnica.sk.
10. When requesting a change to an online reservation, the Client is always obliged to provide the reservation number that was assigned to him/her when making the online reservation and sent to the e-mail address the Client entered when making the online reservation.
11. If the Client requests a change to an online reservation, which cannot be complied with due to capacity limitations or other reasons related to facility operation, the Hotel will take all steps to comply with the Client's requirements, however, the Hotel shall not be obliged to comply with the Client's request to change the existing online reservation and the Client shall not be entitled to any damages or any other consideration by the Hotel due to the impossibility of changing the existing online reservation.

VII

Withdrawal from the Contract by the Hotel

1. The Hotel is entitled to withdraw from the Contract where:
 - a) this right has been agreed in writing with the Client for the reasons stated in the Contract,
 - b) The Client does not insist on the provision of agreed performance or consideration by the Hotel,
 - c) The Client has outstanding payable liabilities to the Hotel,
 - d) an advance payment or a deposit has been agreed in the Reservation, and the Client has not fulfilled his/her obligation in time, while the Hotel is allowed to withdraw from the Contract no later than at the moment of fulfilment of this obligation by the Client;
 - e) there arose circumstances for which the Hotel is not responsible (e.g. Force Majeure), which render the performance of the Contract/Order impossible;
 - f) the Services were reserved while false, misleading, or incorrect information or other material facts were provided by the Client;
 - g) the Hotel has reasonable grounds to believe that the use of its Services could endanger due operation, safety, or public reputation of the Hotel, or
 - h) the Client breaches and/or violates the provisions of these GT&C and/or the Accommodation Rules.

VIII.

Liability for any damage caused to items brought-in or left at the premises

1. The Hotel shall be liable for damage incurred on items brought-in or left at the premises which were brought-in by or for the Clients unless the damage would have also been incurred otherwise. Brought-in items are defined as items carried into the Hotel's premises, which are dedicated for



accommodation or storage of items, or which were handed over to a Hotel staff member for this particular purpose, and an official written protocol was drawn up.

2. The Hotel shall be liable for the total damage incurred on items, including jewellery, money, and other valuables only up to the amount specified in the implementing regulation to Act no. 40/1964 Coll. Civil Code as amended. Damages are reimbursed without limit if the damaged objects were taken over by the Hotel in special custody. The Client must exercise the right to compensation at the Hotel without undue delay after finding out about the damage, whereas this right shall expire if it is not exercised by the 15th (fifteenth) day from the date on which the Client became aware of the damage.
3. Provision of a place to park a vehicle in the Hotel garage or in the car park does not entail an agreement on custody or storage between the Hotel and the Client. The hotel is therefore not responsible for theft or damage incurred on motor vehicles and/or their accessories. In the event that the Client decides to use the valet parking service of his/her motor vehicle, the Hotel is not responsible for any damage incurred on the motor vehicle/objects in the motor vehicle or for their theft, unless such a consequence was caused by the Hotel, its employees, or other persons providing Services in the Hotel, as a result of breach or negligence of their duties. The Client shall be obliged to prove the occurrence of the damage and the responsibility of the Hotel for the damage. If the Client decides to park his motor vehicle in the garage of the Hotel himself/herself, this shall be possible only in the presence of the relevant employee of the Hotel, while the Client shall be responsible for any damage caused to himself/herself or others during the use of the garage.

IX.

Conditions of entry to Wellness Valéria

1. Persons under the influence of alcohol or other narcotic and psychoactive substances, as well as persons with obvious symptoms of acute illness (fever, cough, etc.) and infectious skin disease are prohibited from entering the Wellness Valéria located on the Hotel premises.
2. When using the services of Wellness Valéria, the client is obliged to comply with the conditions of entry to the Wellness Valéria premises. The conditions of entry are also displayed in the entrance to the premises of Wellness Valéria.
3. When in the Wellness Valéria premises, the Client is obliged to behave so that not to inflict any damage on health and property. Inadequate, gross behaviour of the Client towards other clients will result in the immediate termination of the Client's visit to Wellness Valéria, without the right to a refund of the entrance fee, alternatively, termination of the Client's stay in the Hotel.
4. Upon leaving the premises of Wellness Valéria, the Client is obliged to hand over all borrowed items (towels, sheets, bathrobe, the key from the locker or safety box, sports equipment etc.). Wellness Valéria will claim compensation for any unreturned items amounting to their acquisition value.
5. Any complaints about incorrect billing of change are made by the Client immediately when being issued the bill for the provided Wellness Valéria services or other services; otherwise the



complaint cannot be accepted as justified.

6. The client acknowledges that:
 - by using the Wellness Valéria services and the Wellness Valéria facilities, the Client is exposed to a potential risk of harm to his/her health and property;
 - activities performed in Wellness Valéria may be physically demanding and expose the human body to the risk of injury;
 - for the safe use of Wellness Valéria services and Wellness Valéria facilities, adequate health condition of the Client is necessary in accordance with Art. IX (1) of these GT&C;
 - The Hotel is not liable for damage caused to the Client as a result of other contraindications known only to the Client, which preclude the use of certain services provided by Wellness Valéria;
 - The Hotel is not liable for any harm caused to the Client in connection with his/her health condition unsuitable for the safe use of Wellness Valéria services and facilities or caused by inappropriate use of facilities located in Wellness Valéria.
7. The hotel, or its employees, or other persons involved in the provision of Wellness Valéria services are not responsible for:
 - damage incurred on items stored outside the place designated for storage;
 - for the Client's death, injury or illness, which occurred in the premises of Wellness Valéria, unless such a consequence was caused by the Hotel, its employees, or other persons involved in the provision of Wellness Valéria services as a result of breach or negligence of their duties.
8. The client is responsible for the proper use of Wellness Valéria equipment (including setting the difficulty levels and the placement of sports and relaxation facilities). If the Client is unsure about proper set-up of a device, he/she is obliged to consult the employee present at the premises on this issue.
9. Minors are solely a responsibility of their legal guardian.
10. If the Client needs to cancel or transfer a visit/treatment procedure in Wellness Valéria, he/she will notify the staff at least 24 (twenty-four) hours in advance, otherwise the Client will be charged 100% (one hundred percent) of the amount payable for the visit/treatment procedure to be provided in Wellness Valéria.
11. You will need to notify any changes to package bundles and group orders 48 (forty-eight) hours in advance. Missed appointments without proper advance notice must be paid in the amount of 100% (one hundred percent) of the value of the ordered services from Wellness Valéria.
12. By signing the *Consent to the conditions of use of Wellness Valéria in Hotel Lomnica*, the client confirms that he/she has read the information on data protection policy available at <https://www.hotellomnica.sk/ochrana-osobnych-udajov> or the hardcopy version of the document available at the premises of Hotel Lomnica.
13. For the purposes of providing services in Wellness Valéria, the Hotel processes Client/Guest data in the following scope and extent: name, surname, telephone number, e-mail address.
14. Personal data is processed for the necessary period for the purpose of providing services in



Wellness Valéria.

X.

Vouchers

1. Gift Vouchers (Vouchers) can be used once for the purchase of selected Services depending on the type of the selected Voucher, not later than by the date of validity of the given Voucher. The validity of a particular Gift Voucher applies to the moment of accrediting the funds for the ordered Service to the Hotel account and not the actual provision of the Service specified in the Voucher. Payment for the order of the Service can be made through the payment gateway or through the authorization form, respectively, through the online reservation system.
2. After the expiry of the Voucher, the Client loses the entitlement to the provision of the rights arising from Voucher issue without any claim to a refund of the price for the Service. The same applies also should the Client fail to arrive at the place of provision of the Service.
3. In the case of purchasing a Voucher for a Tasting Dinner, the reservation is possible 30 (thirty) days before the date of the Tasting Dinner, but at least 24 (twenty-four) hours before the Tasting Dinner takes place, provided the capacity allows for it. The reservation can be cancelled free of charge no later than 11 (eleven) days before the ordered date of the Tasting Dinner.
4. In case of cancellation of the Tasting Dinner Purchase purchased through a Voucher less than 48 (forty-eight) hours in advance, a cancellation fee of 100% (one hundred percent) of the price of Voucher (ordered Services) shall be applied. The Voucher thereby becomes invalid and can no longer be used.
5. In the case of purchasing a Gift Voucher for services provided by Wellness Valéria, the same rules shall apply as specified in Art. IX of these GT&C, including the cancellation conditions.
6. With regards to the Voucher for accommodation services, the Client acknowledges that the price of the Voucher does not include the local tax in the amount specified in the currently applicable generally binding regulation of the municipality of Vysoké Tatry.
7. In case of cancellation of a stay booked on the basis of a Voucher less than 48 (forty-eight) hours in advance of the agreed date (arrival/check-in date), a cancellation fee of 100% (one hundred percent) of the price of the Voucher (ordered Services) shall be applied. The Voucher thereby becomes invalid and can no longer be used.
- 8.

XI.

Online reservation of Tasting Dinners in Franz Josef restaurant and online table reservation in Sissi restaurant

1. The Client may enjoy and experience a unique culinary atmosphere by booking a Tasting Dinner in Franz Josef restaurant. Reservation of the Tasting Dinner requires a payment card and is made in advance in the ResDiary platform and can be made online via: www.hotellomnica.sk/en/book-table-fine-dining-restaurant-franz-josef
2. In the case of online reservation of a Tasting Dinner in Franz Josef restaurant, the same cancellation fees apply as to the purchase of Voucher for Tasting Dinners referred to in Art. X,



Section 3 and 4 of these GTCs. Tasting Dinner in Franz Josef restaurant is valid for the ordered date and for the specified number of guests.

3. Tasting Dinner in Franz Josef restaurant is not suitable for children under the age of 12 (twelve) years. The client is obliged to notify the staff of Franz Josef restaurant in advance about any health restrictions – allergies. A change in the composition of individual ingredients is not possible in the case of Tasting Dinners and another alternative of the Tasting Dinner (except for the vegetarian alternative) shall not be enabled to the Client.
4. In the case of online table reservation in Sissi restaurant, is not necessary to pay in advance, unless the Hotel determines otherwise, however, when booking online through :
www.hotellomnica.sk/en/book-table-restaurant-sissi
5. it is required to indicate the exact date of booking and the selected number of guests. A reservation for any given date can be held for a maximum of 15 (fifteen) minutes, and after this time expires, the table reservation in Sissi restaurant is terminated.
6. When visiting Franz Josef and Sissi restaurant you are advised to adhere to the smart casual dress code – for ladies, we recommend a dress, long trousers, blouse/shirt, and smart shoes while for men it is long trousers, shirt/sweater, and smart shoes too. Pets are not allowed in Franz Joseph and Sissi restaurants.

XII.

Final Provisions

1. These GT&C and the legal relations established on the basis of these GT&C are governed by Slovak law.
2. Any disputes arising from these GT&C and the Contract shall be resolved before the competent courts in the Slovak Republic.
3. The resolution of Clients' complaints in relation to the Services provided by the Hotel is regulated by the Hotel's Complaints Procedure. In the event that the Client as a consumer is not satisfied with the way in which the Hotel handled his/her complaint, or where he/she believes that the Hotel has violated their rights, the Client has the right to turn to the Hotel as the seller with a request for remedy.
4. If the Hotel negatively responds to the Client's request pursuant to the previous sentence or where it fails to respond altogether to such a request within 30 (thirty) days from the date of its sending by the Client, the Client shall have the right to file a proposal to initiate alternative dispute resolution as laid down in Section 12 of the Act 391/2015 Coll. on Alternative Dispute Resolution and on amendments to certain laws.
5. The competent entity for the alternative resolution of consumer disputes with the Hotel as the seller is:
 - a) Slovenská obchodná inšpekcia ("Slovak Trade Inspection Authority"), which can be contacted for this purpose at the Ústredný inšpektorát SOI, Odbor medzinárodných vzťahov a ARS, Prievozská 32, poštový priečinok 29 ("Central Inspectorate of SOI, Department of International Relations and ADR, Prievozská 32, postal box 29"), 827 99 Bratislava, or electronically at ars@soi.sk, or adr@soi.sk, or



- b) another relevant authorized legal entity registered in the list of entities for alternative dispute resolution maintained by the Ministry of Economy of the Slovak Republic (the list of eligible entities is available at <https://www.mhsr.sk/obchod/ochrana-spotrebiteľa/alternativne-riesenie-spotrebiteľských-sporov-1/zoznam-subjektov-alternatívneho-riesenia-spotrebiteľských-sporov-1>)

whereas the Client has the right to choose which of the listed entities of alternative dispute resolution he/she shall contact.

6. To file his/her proposal to initiate an alternative dispute resolution, the client can use the online ADR platform available at https://ec.europa.eu/consumers/odr/main/?event=main.complaints.screeningphase_to_submit_an_ADR_proposal. More information on alternative dispute resolution can be found on the website of the Slovak Trade Inspection Authority at <http://www.soi.sk/sk/Alternativne-riesenie-spotrebiteľských-sporov.soi>.
7. Should any individual provisions of these GT&C be or become null and void, this shall be without prejudice to force or effect of other provisions of these GT&C.
8. Unless otherwise agreed between the Parties and/or in these GT&C, in case of mutual written correspondence, the delivery to the Parties shall be made in person, by registered letter with delivery note or courier, or in another agreed form to the address specified in the Contract, Reservation or to another address notified to the other Party. In case of failed delivery, including rejection of the shipment by one of the Parties, the date of returning of the shipment to the sender shall be considered as the date of due delivery.
9. When using the Service or Services of the Hotel, the Client undertakes not to infringe the intellectual property rights of the Hotel and/or third parties. The Hotel shall not be liable for any infringement of intellectual property rights of third parties by the Client. The Client is obliged to compensate for any damage caused to the Hotel or to third parties in connection with the infringement of intellectual property rights under Art. IX (9) of these GT&C.
10. Personal data provided in the process of reservation of Services by the Client or in the process of using the Services or in connection with the use of the Services will be processed in accordance with relevant legislation in the field of personal data protection, in particular Regulation (EU) 2016/679 on the protection of individuals and on the free movement of such data, repealing Directive 95/46 / EC (General Data Protection Regulation) (hereinafter referred to as the "GDPR"). The provided personal data will be processed in the information system titled HOREC - hotel system for the needs of booking the Services, drafting the Agreement, using of the Services and their settlement. Further details on the processing of personal data are provided on the Hotel website at <https://www.hotellomnica.sk/osobneudaje> and the Data Protection Officer of the Hotel can be contacted at dpo@hotellomnica.sk.
11. Personal data will be provided or disclosed only in accordance with the GDPR to recipients, third parties and processors (who provide the administration, operation, or service of the individual systems for the provision of Services for the Hotel).



Binding order for services - TEMPLATE

Mores Resort, a.s.

with registered office at Galvaniho 17 / C, 821 04 Bratislava

The company is registered in the Commercial register of the Bratislava I District Court, Section Sa, File No. 6213/B

Company ID: 46 830 995

Tax ID: 2023620742

VAT number: SK2023620742

Bank details: Slovenská sporiteľňa, as

IBAN: SK67 0900 0000 0050 7131 7198

Represented by: Ing. Zuzana Semanová, Chairman of the Board

Contact: Ing. Marek Koumal

Tel. number: +421 [.]

(hereinafter referred to as "**Hotel**")

[.]

Registered office: [.]

Registered: [.]

Company ID No. [.]

Tax ID: [.]

VAT ID: [.]

Bank account details: [.]

IBAN: [.]

Represented by: [.]

Contact: [.]

(hereinafter referred to as "**Client**")

SERVICES

Based on the price offer from [.] the Client hereby orders the following services from the Hotel:

Date: [.]

Accommodation included in the price: [.]

Meals included: [.]

Other services included in the price: [.]

Total price: [.]

(hereinafter referred to as "**Services**")

* prices are quoted with VAT



By sending the signed order to the Hotel by the Client and delivering the order confirmation by the Hotel, the order becomes binding with the obligation of the Client to (i) settle the advance payment in the amount of [.]% ([.] percent) of the ordered Services and (ii) comply with all conditions provisioned in the agreement between the Client and the Hotel in said order, including the cancellation conditions stated herein.

The client is obliged to settle the advance payment on the basis of an advance invoice issued by the Hotel. The advance invoice is due within 14 (fourteen) days from the date of its issue.

CANCELLATION POLICY

In the case of ordered Services, the cancellation fee shall be determined as a percentage of the total price of all ordered Services as follows:

12. If the Client booked 35 (thirty-five) or more rooms in the Hotel with this order within the Service, the Client shall be obliged to pay the Hotel a cancellation fee in the amount of:
 - d) 10% (ten percent) where the Client cancels this order within 90 (ninety) days from the date of its confirmation by the Hotel;
 - e) 50% (fifty percent) of the price for all booked Services, where the Client cancels this order after 90 (ninety) days from the date of its confirmation by the Hotel, but more than 21 (twenty-one) days before the start of the Service provision;
 - f) 100% (one hundred percent) of the price for all booked Services, where the Client cancels this order 21 (twenty-one) or fewer days before the start of Service provision.
13. If the Client booked 34 (thirty-four) or fewer rooms in the Hotel in this order within the scope of the Service, the Client shall be obliged to pay the Hotel a cancellation fee in the amount of:
 - d) 10% (ten percent) provided that the Client cancels this order within 60 (sixty) days from the date of its confirmation by the Hotel;
 - e) 50% (fifty percent) of the price for all booked Services, where the Client cancels this order after 60 (sixty) days from the date of its confirmation by the Hotel, but more than 15 (fifteen) days before the start of the Service provision;
 - f) 100% (one hundred percent) of the price for all booked Services, where the Client cancels this order 14 (fourteen) or fewer days before the start of Service provision.

Any changes to the reservation of the Services, which account for more than 5% (five percent) of the total number of participants or the volume of ordered overnight stays shall be considered as cancellation of the order. Such changes are subject to standard cancellation policy. The cancellation policy applies even if the reservation of the Services is transferred to another date. The number of rooms for the respective provisions shall be defined as room-nights (i.e. the product of the number of rooms and the number of nights) for stays taking several nights.

In the event that the ordered Services cannot be provided by the Hotel and/or consumed by the Client on the agreed date and time due to mandatory closure or restriction of the operation of the Hotel



and/or any restriction of human rights and freedoms of the citizens of Slovakia based on the order of the Government or other competent authority, the Client or the Hotel shall be entitled to cancel the ordered Services and the Hotel shall refund the paid deposit to the Client in full. Should the Client decide to postpone the provision of the ordered Services to a new date for the above reason, the Hotel shall keep the paid deposit to book a new date. Cancellation of the ordered Services for any other reason shall be subject to the general terms and conditions of cancellation provisioned in this order.

In [.] date: [.]

Client

The Hotel hereby acknowledges receipt of this Service order:

In Tatranská Lomnica on [.]

Mores Resort, a.s.

Ing. Zuzana Semanová, Chairman of the Board