



## GENERAL TERMS AND CONDITIONS

### I.

#### Definitions and introductory provisions

1. The purpose of these General Terms and Conditions (hereinafter referred to as "**GTC**") is to provide a legal framework and regulate the rights and obligations between the parties in the provision of Services (as defined below). The GTC 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 GTC form an integral part of each Agreement, 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 GTC. The Client's general term and conditions of business may be accepted only if the Parties expressly agree to it in writing.
3. Capitalized terms have the meanings provisioned in these GTC or directly in the Agreement and include both the singular and the plural.
4. **Hotel** means the accommodation facility designated as **Hotel Lomnica**, built at Tatranská Lomnica č. 92, 059 60 Vysoké Tatry, telephone number: Reception desk: +421 52/28 53 500, +421 52/28 53 501, reception@hotellomnica.sk, fax: +421 52/28 53 505, owned and operated by **Mores Resort, a.s.**, with registered office at Galvaniho 17/C, 821 04 Bratislava, Company ID: 46 830 995, Tax ID: 2023620742, VAT ID: SK2023620742, entered in the Commercial Register of the City Court Bratislava III, Section: Sa, File No. : 6213/B (hereinafter referred to as "**Company**").
5. The company is also (i) the owner of the trademark **Kuzmannov bazár** entered in the register of trademarks maintained by the Slovak Industrial Property Office, registered under no. 261292 and (ii) the owner of the Kuzmannov bazár logo (hereinafter referred to as "**KB**"). Under the KB trademark, the Company operates apartments with the possibility of accommodation for the Client. To simplify the definition of accommodation, accommodation in the Hotel is also understood as accommodation in KB apartments. In the event that the accommodation conditions, or the terms and conditions differ in the KB apartments, such will be stated in these GTC. The Hotel's complaint procedure also applies to KB.
6. **Client** means a natural person or legal entity who enters into an Agreement with the Hotel for the provision of services or sends a binding Reservation to the Hotel, or 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.
7. **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 Section 17 and 18 of these General Terms and Conditions on behalf of or at the expense of the Client and for this purpose enters into a contractual relationship with the Hotel.
8. **The Parties** are the Hotel and the Client.



9. **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.
10. **Early check in** means an earlier check-in of the Client for a stay in the Hotel before 15:00 (3.00 pm) on the agreed day of arrival at the Hotel.
11. **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.
12. **No show** means the Client's failure to present and begin the stay at the Hotel without cancelling the reservation of Services by the Client on the agreed day of arrival no later than 11:59 p.m.
13. **ResDiary** – online reservation platform
14. **Service charge** – a fee of 5%, which the Company charges in addition to the prices of the goods sold, the Services provided and the accommodation tax, whereas said fee will be automatically added to the Client's final account. The Company has decided to proceed with the charge in its aim of continuous improvement and increasing of the quality of Services, as well as to incentivise and continuously educate its employees.
15. **Service** means any services provided by the Hotel, but in particular accommodation, catering, congress and wellness, and babysitting services.
16. 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 **Agreement on the provision of services** (hereinafter referred to as “**Agreement**”) concluded between the Hotel and the Client,
  - b) confirmation of the Reservation by the Hotel made in writing or by e-mail.
17. **Force majeure** means an event arising independently of the will of the Hotel and which prevents 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.
18. **Group** is usually a group of 5 (five rooms), which can be a group of 10 (ten) people and more in 5 (five) rooms or 5 (five) people in 5 (five) rooms accommodated one by one, who book the Hotel Services together or book the Hotel Services on the same dates
19. **Event** means a social event in which a larger number of Clients participate, i.e. usually 10 (ten) persons and more or 5 (five) persons accommodated one in 5 (five) rooms, and which is associated with the provision of several types of Hotel Services.
20. **MICE Event** means an Event in which the Client orders 5 (five) rooms for occupancy by 2 (two) persons or 1 (one) person in the Hotel with or without additional services.
21. **The Hotel Price List** is the price list of the Hotel rooms and other Services applicable at the time of concluding the Agreement and/or at the time of provision of the Services. Prices for the Services are not fixed, but regulated depending on the occupancy of the Hotel, dates, number of people and type of rooms. The Client checks the specific price for the Services in the online reservation system. The prices and capacities of the Hotel are guaranteed for offline price offers for a period of 24 (twenty-four) hours from the date of sending the price offer to the Client. After this time limit expires, the price for the Services may change and the Hotel is not obliged to apply the same price as stated in the price offer. The KB Price list is displayed on the web site of the Hotel when creating a reservation.

22. **Gift Voucher (Voucher)** means an authorization of the Voucher holder to use specific purchased Services. The Voucher is issued by the Hotel and the validity is displayed on each Voucher individually. The Hotel reserves the right to define a period within a calendar year during which the Voucher shall not apply. 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](mailto:reservations@hotellomnica.sk).
23. **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. The Tasting Dinner is served exclusively at the premises of the Hotel.
24. The GTC form an integral part of each Agreement, 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 the Agreement, Order and/or the Reservation and their possible amendments shall take precedence over the wording of the GTC.** The Client's general term and conditions of business may be accepted only if the Parties expressly agree to it in writing.
25. **Accommodation Regulations** are a document of the Hotel that regulates the conditions of accommodation in the Hotel; it is available at the Hotel reception, in the Hotel rooms and on the Hotel website [www.hotellomnica.sk](http://www.hotellomnica.sk) and becomes binding for the Hotel Client upon their registration for a stay in the Hotel. The KB Accommodation Regulations are displayed mainly at the KB apartments.
26. **Complaints Procedure** is a document issued by the Hotel, which regulates the conditions for filing of complaints concerning the Services provided by the Hotel; it is available at the Hotel reception desk and on the Hotel's website at [www.hotellomnica.sk](http://www.hotellomnica.sk) and becomes binding for the Hotel Client upon their registration for a stay at the Hotel.
27. **Babysitting** means the service provided by the Hotel through an external contractor to provide care to the children of the accommodated guests. The Client shall book this service at the reception 24 hours in advance in the amount according to the currently valid Hotel Price List. The Client acknowledges that the Hotel does not assume any liability for damages and any injuries that may arise when providing this service by an external supplier.
28. **Reservation** means a binding reservation of the Services by the Client via the Hotel website at [www.hotellomnica.sk](http://www.hotellomnica.sk), in another reservation system (such as booking.com, expedia.com, etc.) or in the case of Events a written order, a template of which forms an annex to these GTC.
29. Information obligations of the Hotel according to Section 5 of Act no. 108/2024 Coll. on consumer protection are fulfilled in these GTC and in the Complaints Procedure of the Hotel published on the Hotel website at [www.hotellomnica.sk](http://www.hotellomnica.sk) and available at the reception desk of the Hotel.
30. These GTC (version 8.0) become binding for the Hotel on the date of their publication on the Hotel website at [www.hotellomnica.sk](http://www.hotellomnica.sk) and for the Client upon conclusion of the Agreement according to Art. I Section 14 a) of these GTC, resp. at the moment of submitting the Reservation to the Hotel according to Art. I Section 14 letter b) and par. 22 of these GTC.
31. When making the Reservation, the Client confirms his/her consent to these GTC.
32. The hotel reserves the right to amend these GTC. The obligation to present a written copy of the



GTC is fulfilled by making the GTC available on the Hotel website at [www.hotellomnica.sk](http://www.hotellomnica.sk).

## II. Services

1. By concluding the Agreement, the Hotel undertakes to provide the Client with the Services, in particular, in the extent and quality specified in the Agreement, 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 apartment 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 Agreement in line with the applicable Price List;
  - b) The Client is entitled to receive a specific room category, the Client may request a specific room type from the Hotel, however, the Hotel may not comply with this request for objective reasons;
  - c) The client is obliged to vacate and leave the room no later than at 12.00 noon the agreed date of departure from the accommodation in the Hotel unless otherwise agreed in advance between the Parties;
  - d) in the case of Late check-out and Early check-out, the Hotel is entitled to charge the Client a fee in the amount specified in the Price List;  
whereas the Client is obliged to pay the above fees without entitlement to any claims for other Services of the Hotel associated with accommodation;
  - e) where the Client failed to register in the Hotel by 12:00 (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;
  - f) 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 damage to the room or its equipment and furnishing after the Client's accommodation is ended without the Client notifying 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;
  - g) The Client undertakes to comply with the Hotel's Accommodation Rules.
3. The Hotel is not responsible for 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 Agreement 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 Agreement.
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 particulars and requirements stipulated by the applicable legal regulations of the Slovak Republic. The invoice is due 14 (fourteen) days from its issuance unless it has been paid by card or in cash; in the case of a bank transfer, the invoice is 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.
9. In the case of the Hotel's receivable from the Client in the amount exceeding EUR 30 (thirty euro), the Hotel will issue an invoice for the payment of the receivable. Should the invoice be not duly and timely paid, the Hotel will recover the amount in accordance with the relevant legal regulations.
10. 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 Agreement and/or the Reservation. Where the Services were agreed by and between the Parties but were not 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 according to the conditions agreed in the Agreement 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 content) 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 7 (seven) working days before the Event.
4. Any change in the number of participants in the Event 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 participants in the Event, 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. Where the number of participants in the Event 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 in the Event.
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. Should the above be 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 always acts on behalf of the Client and at their 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 Section 12 of these GTC 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 from arising 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 said 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 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 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 Mansion. The content, graphic design and condition of these banners and boards must not create 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 GTC 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 GTC. 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 GTC fails to be paid duly and on time, Kastiel Palfy reserves the right to cancel the Event Reservation without prior notice.

## VI.

### Terms and conditions of cancellation and withdrawal of the Client from the Agreement

1. In the event of cancellation of the Agreement (withdrawal from the Agreement or part thereof) by the Client, cancellation of group stays and Events, the cancellation conditions shall apply,





depending on the type of accommodation booked and/or the season in which the Service is to be provided to the Client, which were specified in the price offer and reservation of the stay, whereas the Client was notified of the terms and conditions of cancellation when confirming the reservation.

2. In the event of cancellation of the Agreement (withdrawal from the Agreement 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 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 Agreement.
3. In the event of cancellation of the Agreement (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 GTC within 14 (fourteen) days from the day of delivery of the Client's withdrawal from the Agreement or its part to the Hotel or from the day when the provision of the reserved Services was to be commenced.
4. The Client acknowledges that, in the event of cancellation of the Agreement (withdrawal from the Agreement or part thereof) by the Client or failure of the Client to present and begin usage of 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 when making an online reservation against the Hotel's claim for payment of a cancellation fee as specified in these GTC 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 Agreement (withdrawal from the Agreement or part thereof) by the Client or from the date of the Client's failure to present and begin usage of 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.
5. Where the Client makes an online reservation for the Services, any changes in this reservation may be applied through the Hotel's reservation department:
  - a) electronically on the website [www.hotellomnica.sk](http://www.hotellomnica.sk) after entering the e-mail address of the Client, which he/she entered when booking the Services online, and after entering the reservation number assigned and sent to the Client in the form of a reservation confirmation,
  - b) by a registered letter sent to the postal address of the Hotel Tatranská Lomnica 92, 059 60 Vysoké Tatry,
  - c) by phone at the Hotel telephone number +421 (0) 52/28 53 503, or
  - d) by e-mail sent to the e-mail address of the Hotel [reservations@hotellomnica.sk](mailto:reservations@hotellomnica.sk) or [congress@hotellomnica.sk](mailto:congress@hotellomnica.sk).
6. 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.



7. Where 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 Agreement by the Hotel**

1. If the Client - consumer has entered into an agreement with the Hotel at a distance or outside the Hotel's premises in accordance with the provisions of Act no. 108/2024 Coll. on consumer protection, which relate to the sale of goods or the provision of services on the basis of a contract concluded at a distance or a contract concluded outside the seller's premises and on the amendment of certain laws as amended (hereinafter referred to as "ZoOS"), the Client - consumer is not entitled in in accordance with Sec. 19 (1) letter I). ZoOS withdraw from this agreement.
2. The Hotel is entitled to withdraw from the Agreement where:
  - a) this right has been agreed in writing with the Client for the reasons stated in the Agreement,
  - 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 Agreement 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 make the performance of the Agreement/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 GTC 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 caused to 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 the items carried into the Hotel's premises, which were dedicated for accommodation or storage of objects, or which were handed over to one of the Hotel's staff for this particular purpose, and an official written protocol was drawn up.
2. The Hotel shall be liable for the total damage done to 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, but this right shall expire if it is not exercised by the 15th (fifteenth) day after the day 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 done to 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 done to the motor vehicle/objects in the motor vehicle or 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 said damage.

## 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 Wellness Valéria premises, 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. The Client must make any complaints about incorrect provision of change immediately when being issued the bill for the provided services in Wellness Valéria 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 par. 1. of these GTC;
  - 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: name, surname, telephone number, e-mail address.
  14. Personal data is processed for the necessary period of time 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. Payment for the order of the Service can be made through the payment gateway or through the online reservation system in case it concerns the Voucher.
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 present at the location of provision of the Service.
3. In the case of purchasing a Gift Voucher for Tasting Dinners, reservation is possible according to



the available capacity and dates of the planned Tasting Dinners, however, at least 24 (twenty-four hours) before the Tasting Dinner itself, where capacity allows for it. The reservation may be cancelled free of charge no later than 48 (forty-eight) hours before the ordered date of the Tasting Dinner.

4. In case of cancellation of the Tasting Dinner 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) will be applied. The Voucher thereby becomes invalid and can no longer be applied.
5. In the case of purchasing a Gift Voucher for services of Wellness Valéria, the same rules shall apply as specified in Art. IX of these GTC, including the terms and conditions of cancellation.
6. With regard 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 Vysoké Tatry municipality.

#### **XI.**

#### **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. The reservation of the Tasting Dinner is conditional on the verification of the Client's debit card data in the ResDiary platform.
2. In the case of reservation of the Tasting Dinner in Franz Josef restaurant, the same cancellation fees apply as in the event of purchase of a Voucher for the Tasting Dinner referred to in Art. X, Section 3 and 4 of these GTC. Tasting dinner in Franz Josef restaurant is valid on the ordered date and time and for the specified number of guests. In the event that the Client fails to present at the Tasting Dinner, the Hotel is entitled to withhold funds from the Client's debit card amounting to 100% of the cancellation fee, i.e. 100% of the value of the Tasting Dinner, according to the specific number and types of Tasting Dinners reserved.
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 concerning any health restrictions – allergies. A change in the composition of meals and individual ingredients is not possible for Tasting Dinners and a different alternative of the Tasting Dinner shall not be available (with the exception of a vegetarian alternative).
4. In the case of online reservation of a table in Sissi restaurant, is not necessary to pay in advance, unless the Hotel determines otherwise, however, when booking online through ResDiary, it is required that the Client indicate the exact date and time of booking and the selected number of guests. The restaurant will hold your reservation for any given date and time for the maximum of 15 (fifteen) minutes, and after this time limit expires, the table reservation in Sissi restaurant shall be terminated.
5. When visiting Franz Josef and Sissi restaurant it is advisable 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 GTC and the legal relations established on the basis of these GTC are governed by Slovak law.
2. Any disputes arising from these GTC, and the Agreement shall be resolved before the competent courts in the Slovak Republic.
3. The resolution of Clients' complaints in relation to the Services (or goods) 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](mailto:ars@soi.sk), or [adr@soi.sk](mailto: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-spotrebitela/alternativne-riesenie-spotrebitelskych-sporov-1/zoznam-subjektov-alternativneho-riesenia-spotrebitelskych-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](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-spotrebitelskych-sporov.soi>.
7. Should any individual provisions of these GTC be or become null and void, this shall be without prejudice to force or effect of other provisions of these GTC.
8. Unless otherwise agreed between the Parties and/or in these GTC, 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 Agreement, 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 par. 9 of these GTC.
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 "**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](mailto: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

registered in the Commercial Register of the City Court Bratislava III, Section: Sa, File No.: 6213/B

Company ID: 46 830 995

Tax ID: 2023620742

VAT number: SK2023620742

bank details: Slovenská sporiteľňa, a.s.

IBAN: SK67 0900 0000 0050 7131 7198

represented by: Peter Mudrý, Chairman of the Board of Directors

phone number: +421 [.]

(hereinafter referred to as "Hotel")

[.]

Registered office [.]

Registered: [.]

Company ID [.]

Tax ID: [.]

VAT ID [.]

Bank account details: [.]

IBAN: [.]

Represented by: [.]

Contact: [.]

(hereinafter referred to as "Client")

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## SERVICES

Based on the quotation dated [.] , the Client orders the following services from the Hotel:

**Date:** [.]

**Accommodation included in the price:** [.]

**Meals included in the price:** [.]

**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 resulting 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 terms and conditions of cancellation stated herein.





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

### **CANCELLATION POLICY**

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

8. Where the Client booked 35 (thirty-five) or more rooms in the Hotel with this order within the scope of Services, the Client shall be obliged to pay the Hotel a cancellation fee in the amount of:
  - a) 10% (ten percent) where the Client cancels this order within 90 (ninety) days from the date of its confirmation by the Hotel;
  - b) 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 up to 21 (twenty-one) days before the commencement of the Service provision;
  - c) 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 commencement of Service provision.
9. 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:
  - a) 10% (ten percent) provided that the Client cancels this order within 60 (sixty) days from the date of its confirmation by the Hotel;
  - b) 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 within 15 (fifteen) days before the commencement of the Service provision;
  - c) 100% (one hundred percent) of the price for all booked Services, where the Client cancels this order 14 (fourteen) or fewer days before the commencement 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 shifted 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 move the provision of the ordered Services to a new date for the above reason, the Hotel shall shift the paid deposit to reserve 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 [.]

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**Client**

The Hotel hereby acknowledges receipt of this Service order:

In Tatranská Lomnica on [.]

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**Mores Resort, a.s.**

represented by: Peter Mudrý, Chairman of the Board of Directors