

GENERAL TERMS AND CONDITIONS

in the provision of accommodation services in accommodation
facilities

Cottage Medovka

ACCOMMODATION FACILITIES: Cottage Medovka

THE CATEGORY AND CLASS OF ACCOMMODATION:

category 9 "private accommodation in a building"
Class^{***}

THE CONTACT DETAILS OF THE ACCOMMODATION FACILITY:

Website: www.medovka.com
E-mail: rezervace@medovka.com
Phone: 00420 734 275 923

THE ADDRESS OF THE ACCOMMODATION FACILITY:

Cottage Medovka: Východná 1095
032 32 Východná, Slovakia

THE IDENTIFICATION DETAILS OF THE OPERATOR AND THE ACCOMMODATION:

Business name: MILK WORLD Slovakia s.r.o.
Legal form: limited liability company
Headquarters: Gorkého 2618/1A, Skalica 909 01
ID: 47689463
TIN: 2024038676
VAT NUMBER: SK2024038676
Enrolled: in the Commercial Register of the District Court of Trnava,
Section: Sro, File number: 41503/T

**DEFINITION OF TERMS
CONTRACTORS**

- 1.1. **Chata Medovka is understood to be an** accommodation facility with seasonal operation, providing temporary accommodation in a chalet - Chata Medovka, classified in category 9 "accommodation in private accommodation in the building", class*** according to Vyhl. 277/2008 Coll., which establishes the classification features for accommodation facilities when classifying them into categories and classes (**hereinafter referred to as "Accommodation Facility" or also "Cottage" or "Cottages"**).
- Contact details of the accommodation facility:**
Website: www.medovka.com
E-mail: rezervace@medovka.com
Phone: 00420 734 275 923
- 1.2. **The Operator of the Accommodation Facility is understood to be the** commercial company **MILK WORLD Slovakia, s.r.o.** with its registered office at Gorkého 2618/1A, 909 01 Skalica, ID No.: 47689463, Registered: in the Commercial Register of the District Court of Trnava, Section: Sro, Entry No.: 41503/T, VAT ID No.: 2024038676, VAT ID No.: SK2024038676 (**hereinafter referred to as the "Operator"**), which has the status of an accommodation provider pursuant to § 754 et seq. 40/1964 Coll., Civil Code, as amended (**hereinafter referred to as the "Civil Code"**).
- 1.3. **Client means a** natural or legal person (**hereinafter referred to as "Client"**) who concludes a Contract for accommodation in the Cottage with the Operator and has the status of the Client or the accommodated pursuant to § 754 et seq. Civil Code.
- 1.4. **In connection with the provision of the Accommodation Facility's services, the contracting parties are:**
a) Operator
b) and the Client
(**hereinafter referred to as the "Parties"**).
- 1.5. **Reservation means a** binding reservation of the entire specific Cottage, which is made by the Client in writing through the online reservation system on the website of the Accommodation Facility (**hereinafter referred to as "Reservation"**).
- 1.6. **Confirmation of a Booking shall mean the** confirmation of the Booking received from the Client by the Operator in writing, via the online booking system on the website of the Accommodation Facility (**hereinafter referred to as the "Booking Confirmation"**).
- 1.7. **The contract for accommodation in the Cottage is understood to be a** contract concluded pursuant to § 754 et seq. Civil Code, the Client with the Operator in such a way that the Client makes a Reservation, pays an advance payment for the price of the Services ordered and the system automatically makes a Reservation Confirmation. Upon delivery of the Booking Confirmation to the Client, a contract for accommodation in the Cottage is concluded (**hereinafter referred to as the "Contract"**). The Contract gives the Client the right to have the Operator provide the Client with temporary accommodation in a Cottage for an agreed period of time and the Client is obliged to pay the Operator of the Accommodation Facility the agreed price. Under the Contract, the Guest has the right to use the premises reserved for his/her accommodation, as well as to use the common areas of the Cottage and to use the services provided in connection with the accommodation.
- 1.8. **The online reservation system of the Accommodation Facility** (**hereinafter also referred to as the "Online Reservation System"**) means the electronic system located on the website of the Accommodation Facility, which allows the Client to make a Reservation based on the

mandatory data that must be entered into the system, and allows the Client to pay the advance payment for the price of the Services ordered by the Client and the Operator to confirm the Reservation on the basis of the advance invoice generated by the system.

The Client enters the following mandatory data into the online reservation system of the Accommodation Facility:

- name and surname
- address of permanent residence
- mail
- telephone contact
- length of stay (date of arrival and date of departure)
- type of stay and range of services (stay package Services)
- additional services to the stay
- occupancy (number of adults and children by age)
- FA data (optional)
- consent to the provision of personal data and agreement to the general terms and conditions is required

- 1.9. **For the purposes of these GTC, service means all services** provided by the Operator in the Accommodation Facility, in particular accommodation services, assistant services, including intermediary services, which are further specified in Article 4 of these GTC (***hereinafter referred to as "Services"***). Service does not mean catering, which the Operator can provide for the Clients on the basis of their individual requirements by way of mediation with a caterer (***hereinafter referred to as the "cook"***), in the form of delivery of cooked food, or in the form of delivery of food, including its serving by the cook in the dining areas of the Cottage. The Client orders the food from the Chef's menu, which is published on the website of the Accommodation Facility and in each Cottage.
- 1.10. **The Accommodation Regulations of the Accommodation Facility** shall be understood as a written document in which the conditions of accommodation in the Cottages are elaborated by the Operator (***hereinafter referred to as the "Accommodation Regulations"***). The Accommodation Rules are published on the Accommodation Facility's website and in each Cottage. It is binding for the Client at the moment of registration for the stay in the Chalet.
- 1.11. **The price list of the Accommodation Facility** means the price list of the Services provided by the Operator in the Accommodation Facility (***hereinafter referred to as the "Price List"***). Pursuant to Section 754(2) of the Civil Code, the Price List is a part of the Accommodation Regulations and is published on the website of the Accommodation Facility.
- 1.12. **The price for the Services** is the price that the Client is obliged to pay to the Operator for the Services provided in the Accommodation Facility in accordance with the Price List published on the website of the Accommodation Facility on the date of conclusion of the Contract between the Client and the Operator, unless otherwise agreed by the Parties (***hereinafter referred to as the "Agreed Price for the Services"***). The Price List also includes the price for the provision of other services related to the Accommodation Services, which the Client is obliged to pay to the Operator if ordered.
- 1.13. **The Complaints Procedure of the Accommodation Facility** shall be understood as a written document in which the conditions for lodging complaints about the Services provided in the Accommodation Facility are elaborated by the Operator (***hereinafter referred to as the "Complaints Procedure"***). The Complaints Procedure is published on the website of the Accommodation Facility and in each Cottage and is binding for the Client at the moment of registration for the stay in the Cottage.

- 1.14. **Force majeure (vis maior) means** in particular a natural or other uncaused, uncontrollable, unforeseeable, unavoidable and insurmountable event (in particular any weather effects, etc.) that prevents the Operator from providing the Services to the Client and it is not reasonably foreseeable that the Operator could have foreseen, averted or overcome this event and its consequences.

**Art. 2
INTRODUCTORY PROVISIONS**

- 2.1. These General Terms and Conditions (*hereinafter referred to as "GTC"*) are issued by the Operator and their purpose is to regulate in particular:
- a) The scope and characteristics of the Services provided in the Accommodation Facility,
 - b) the rules of use of the online reservation system of the Accommodation Facility,
 - c) the conditions for making a Booking and the conditions for cancelling a Booking,
 - d) the rights and obligations between the Parties in the provision of the Services, which are defined further in these GTC,
 - e) payment terms for the Agreed Price for the Services.
- 2.2. Different arrangements in the Contract (*understood to be the Reservation made by the Client, which the Operator has agreed by the Reservation Confirmation*), including its amendments, on the basis of which the Services are provided to the Client, shall prevail over the wording of the GTC.
- 2.3. These GTC are published on the website of the Accommodation Facility www.medovka.com. The Operator reserves the right to unilaterally change the GTC. Any change to the GTC shall be effective on the date on which it is issued in writing by the Operator and shall be effective on the day following the date of its publication on the website of the Accommodation Facility, or may take effect later after its publication as determined by the Operator in the respective change to the GTC.
- 2.4. The Client is entitled to use the Services of the Accommodation Facility only if he/she agrees to the GTC.
- 2.5. Before making a Reservation, the Client is obliged to familiarize himself with the valid and effective GTC published at the time of making the Reservation on the website of the Accommodation Facility, and by making the Reservation the Client unconditionally agrees to the GTC.
- 2.6. The information obligations pursuant to § 10a of Act No. 250/2007 Coll. on Consumer Protection and on amendments to Act No. 372/1990 Coll. of the Slovak National Council on offences, as amended, are fulfilled by the relevant information published in these GTC, in other documents of the Operator, which are listed in Article 1, points 1.10, 1.11 and 1.13 of these GTC, or in the online reservation system of the Accommodation Facility.

**Art. 3
BOOKING
CONCLUSION OF THE CONTRACT**

- 3.1. When making a Reservation, the Client searches for the current information about a specific Cottage according to the requirements entered in the online reservation system on the Accommodation Facility's website (*arrival date, departure date, etc.*). The online booking system lists the prices for the provision of Services in Chata Medovka.
- 3.2. Subsequently, the Client makes a Reservation in writing through the online reservation system of the Accommodation Facility, whereby the system automatically generates an

advance payment in the form of an advance invoice for the price of the ordered Services, which he/she is obliged to pay according to the payment terms set out in Article 5 of these GTC. The reservation becomes binding when the advance payment is credited to the Operator's current account.

- 3.3. The Operator makes the Booking Confirmation in writing via the online booking system only after checking the available capacity of the Accommodation Facility and after checking whether the Client has paid the calculated advance payment for the price of the ordered Services. The Booking Confirmation is also sent by the Operator via the online booking system to the Client's e-mail address provided in the Booking.
- 3.4. Upon delivery of the Booking Confirmation to the Client by the Operator, the Contract between the parties is concluded.

**Art. 4
SERVICES PROVIDED**

- 4.1. By concluding the Contract, the Operator undertakes to provide the Client with the Services within the scope agreed in the Contract and the Client is obliged to pay the Operator the agreed price for the Services provided and to compensate for any damage caused by the Client in connection with the use of these Services.
- 4.2. The Operator provides Services to Clients in the Medovka Cottage.
- 4.3. The Operator provides the Services to the Clients within the scope of the Service Level:
 - a) Stay package Standard Services.
- 4.4. **The Standard package of services**, in addition to accommodation, includes:
 - a) One-time welcome package with food, which is given to the Client upon check-in at the Cottage,
 - b) Cottage management and linen change (*bed linen, towels, tea towels*) once a week.
- 4.5. The accommodation facility provides accommodation Services under the terms and conditions specified in the Accommodation Regulations and in the following paragraphs of this Article of the GTC.
- 4.6. The Client has the right to stay in the Cottage of the Accommodation Facility and to use its Services from 14:00 on the first day of the agreed period of provision of Services until 10:00 on the last day of the agreed period of provision of Services at the latest. The Client is obliged to duly hand over the vacated Cottage to the Operator no later than 10:00 a.m. on the last day of the agreed period of provision of the Services. If the Client is in delay in fulfilling this obligation, the Client shall pay the Operator for each day of delay the relevant price for accommodation according to the Price List of the Accommodation Facility.
- 4.7. If the Client has not stayed in the Cottage by 24:00 on the first day of the agreed period of provision of the Services, the Operator has the right to withdraw from the Contract concluded with the Client and cancel the provision of the Services. The Operator is obliged to inform the Client of this fact, according to the availability of the Client, both by telephone and then

without undue delay, the Operator shall also deliver the withdrawal from the Contract in writing by e-mail, which the Client has indicated in the Reservation.

- 4.8. The Client is obliged to inspect the taken over Cottage without undue delay after taking it over from the Operator for temporary use and to report any possible shortcomings, discrepancies or reservations to the Operator immediately after their discovery. The Operator shall do the same in the event that he/she finds any damage to the Cottage or its inventory.
- 4.9. In the event that the Operator discovers any damage to the Cottage or its inventory in the course of providing the Services or upon termination of the Client's accommodation, the Client shall be obliged to compensate the Operator in full for the damage to the Cottage or its inventory. Likewise, the Client is obliged to compensate the Operator for damage caused to the Cottage or its inventory if the damage is discovered by the Operator after the end of the Client's accommodation, even without the Client notifying the Operator of these facts.
- 4.10. The contact details of the Operator's responsible persons for all purposes set out in these GTC, including the purposes set out in this Article, are published on the Accommodation Facility's website and in each Cottage.
- 4.11. The Operator shall not be liable for failure to provide the Services due to Force Majeure.
- 4.12. The Client is obliged to park locked motor vehicles in the designated free parking lot in front of the Accommodation.

**Art. 5
PRICES SERVICES
PAYMENT TERMS**

- 5.1. The Client is obliged to pay the Operator for the Services provided the agreed price, which is the price specified in the Price List, unless the Parties agree otherwise. The Operator shall be entitled to require the Client to pay an advance payment of 100% of the price of the ordered Services as part of the booking process.
- 5.2. The Client shall pay the price for the ordered Services in advance, in the form of an advance payment of 100% of the price of the ordered Services, on the basis of an advance invoice generated through the online booking system, in a non-cash form to the Operator's current account specified in the advance invoice, without undue delay after the Booking has been made, but no later than within five working days after the Booking has been made. The Operator shall use the symbols indicated in the online booking system when making the payment.
- 5.3. The prices for the Services set out in the Price List are final, including value added tax and accommodation tax payable to the relevant municipality.
- 5.4. The Operator may change the price of the Services compared to the Price List after the conclusion of the Contract or in the course of the accommodation only if the Client additionally changes the length of the accommodation period in the Cottage and/or the scope of the Services provided with the Operator's consent.
- 5.5. Settlement of the Services provided is made by the Operator on the day of the end of the stay and departure of the Client from the Accommodation Facility at the reception of the Accommodation Facility. The basis for the billing shall be an invoice or an invoice for compensation for damage caused, which must have the requirements of a proper tax

document. If, with the Operator's consent, the scope of the Services provided has been extended during the stay and the Client pays the additional payment for the Services provided in cash, or pays in cash the compensation for the damage caused, the billing shall include a cash receipt from the Operator's cash register. The additional payment or the invoiced compensation for damages may also be paid in a non-cash form to the Operator's current account indicated in the invoice, by means of a credit/ATM card. For the purposes of these GTC, payment made by payment/bank card shall be deemed to be a non-cash form of payment. In the case of a non-cash form of payment, payment shall be understood as the crediting of funds to the Operator's current account.

- 5.6. If the Client wishes to issue an invoice to a legal entity or a natural person-entrepreneur, he/she is obliged to inform the Operator of this fact when making the Reservation through the online reservation system of the accommodation facility, where he/she shall enter in the appropriate field the exact and correct invoicing data of the legal entity (*business name, registered office, business registration number, VAT number, VAT number, registration in the commercial register, bank connection*) or of the natural person-entrepreneur (*business name, place of business, business registration number, VAT number, VAT number, registration in the trade or other register, bank connection*). Change after the payment is made is no longer possible.
- 5.7. The Operator shall be entitled to require the Client to pay a financial security of EUR 200.00 when making a Reservation or when checking in. The financial security shall serve to cover any claims incurred by the Operator in connection with the provision of Services to the Client, such as compensation for damages caused by the Client or other liabilities of the Client. The basis for the use of the financial security is the billing made by the Operator and delivered to the Client at the termination of the accommodation. If the amount is less than the Financial Security, the balance shall be returned by the Operator to the Client on the Client's departure date after the termination of the Services. If the amount of the security deposit is lower than the Operator's claim and the Client fails to pay the claim in excess of the security deposit, the Operator shall recover the claim, including the accessories (*interest for delay, court fee, attorney's fee*) in the manner according to the generally binding legislation of the Slovak Republic.

**Art. 6
WITHDRAWAL FROM THE CONTRACT
FROM
CANCELLATION FEE**

- 6.1. The Client is not entitled to withdraw from the Contract pursuant to § 7 (6) (k) of Act No. 102/2014 Coll. on Consumer Protection in the Sale of Goods or Provision of Services under a Distance Contract or a Contract Concluded Outside the Seller's Premises, as amended.
- 6.2. The Client has the right to unilaterally withdraw from the Contract and not to use the provision of Services in the Accommodation Facility only under the conditions set out in the following paragraphs of this Article of the GTC.
- 6.3. If the Client unilaterally withdraws from the Contract and does not use the provision of Services in the Accommodation Facility within a period of more than 14 calendar days (*inclusive*) before the first day of the agreed period of provision of Services, no cancellation fee shall be payable.
- 6.4. If the Client unilaterally withdraws from the Contract and does not use the provision of Services in the Accommodation Facility within 13 calendar days (*inclusive*) up to 7 calendar days (*inclusive*) before the first day of the agreed period of provision of Services, the Client shall pay to the Operator a cancellation fee of 50% of the price of the Services agreed

according to the Price List at the time of conclusion of the Contract and quantified in the online booking system at the time of making the Reservation.

- 6.5. If the Client unilaterally withdraws from the Contract and does not use the provision of Services in the Accommodation Facility within a period of less than 7 calendar days before the first day of the agreed period of provision of Services, the Client shall pay the Operator a cancellation fee of 100% of the price of the Services that were agreed according to the Price List at the time of conclusion of the Contract and quantified in the online booking system at the time of making the Reservation.
- 6.6. In the event of withdrawal from the Contract by the Client pursuant to clause 6.3 of this Article of the GTC, the Operator shall refund to the Client by wire transfer the full amount of the advance payment for the price of the Services to the bank account from which the advance payment for the price of the Services was paid by the Client, no later than within 30 calendar days from the date of receipt of the withdrawal from the Contract by the Client, with the costs of bank charges associated with the refund being borne in full by the Client.
- 6.7. In the event of withdrawal from the Contract by the Client pursuant to clauses 6.4 and 6.5 of this Article of the GTC, the Operator shall send the Client a written notice of the Operator's claim to the cancellation fee with the calculation of its amount, whereby the Operator is entitled to set off its claim to the cancellation fee against the advance payment made by the Client for the price of the Services, or a part thereof, by unilateral set-off. The Operator shall be entitled to send the written notification pursuant to this clause of the GTC together with the notification of unilateral set-off to the Client in writing to the address indicated by the Client in the Booking or electronically to the Client's e-mail address indicated in the Booking. The Operator shall refund the amount exceeding the mutual claims of the Client and the Operator to the Client by wire transfer to the bank account from which the advance payment for the price of the Services was paid by the Client, no later than 30 calendar days from the date of receipt of the withdrawal from the Contract by the Client, with the costs of bank charges associated with the refund to be borne in full by the Client.

**Art. 7
WITHDRAWAL FROM THE CONTRACT
OPERATOR'S REPORT
CANCELLATION FEE**

- 7.1. **The Operator is entitled not to conclude the Contract with the Client for the following reasons:**
- a) if the Client has failed to pay in advance the advance payment for the price of the Services, which has been agreed through the online booking system in accordance with these GTC in due and timely manner,
 - b) The Client has made a Booking for the Services with false or incorrect information,
 - c) in the event that the Client has outstanding obligations to the Operator, in any amount and for any reason whatsoever.
- 7.2. **The Operator is entitled to withdraw from the Contract and not to provide the Services to the Client**
- in the Accommodation Facility for the following reasons:**
- a) in the event that the Client has outstanding obligations to the Operator, in any amount and for any reason whatsoever,
 - b) The Contract has been concluded on the basis of a Booking made by the Client with false or incorrect information,

- c) there are circumstances for which the Operator is not responsible, e.g. Force Majeure, for which it is impossible to fulfil the obligations under the Contract,
 - d) The Operator has reasonable grounds to believe that the provision of the Services at the Accommodation Facility could jeopardise the proper operation or security of the Accommodation Facility and/or the safety of the Client and/or the reputation of the Accommodation Facility and/or the Operator in the eyes of the public,
 - e) if the Client grossly violates good manners and/or otherwise grossly violates his/her obligations under the Contract during accommodation in the Cottage, despite a verbal warning from the Operator,
 - f) The Client grossly breaches and/or violates these GTC and/or the Accommodation Regulations,
 - g) if the Client has not stayed in the Cottage until 24:00 on the first day of the agreed period of provision of the Services.
- 7.3. In the event that the Operator withdraws from the Contract for reasons on the part of the Client, which are listed in clause 7.2 under a), b) and d) of this Article.2.2 of the GTC, the Operator shall have the right to charge the Client a cancellation fee in the amount of 100% of the price of the Services that were agreed in the Contract according to the Price List and could not be provided to the Client due to the withdrawal from the Contract if the reason for withdrawal from the Contract was discovered by the Operator within a period of less than 7 calendar days before the first day of the agreed period of provision of the Services or during the provision of the Services.
- 7.4. In the event that the Operator withdraws from the Contract for reasons on the Client's side, which are listed in clause 7.2 under points e), f) and g) of this Article of the GTC, the Operator shall have the right to charge the Client a cancellation fee in the amount of 100% of the price of the Services, which were agreed in the Contract according to the Price List and could not be provided to the Client due to the withdrawal from the Contract.
- 7.5. In the event of withdrawal from the Contract by the Operator pursuant to this Article of the GTC, the Operator shall send the Client a written withdrawal from the Contract, stating the reason for withdrawal pursuant to this Article of the GTC. In the cases referred to in clause 7.2 under a), b), d), e), f) and g) of this Article, the Operator shall send the Client a written withdrawal from the Contract. The Operator shall send together with the withdrawal from the Contract a notice of the Operator's claim to the cancellation fee pursuant to this Article of the GTC together with a calculation of its amount, whereby the Operator is entitled to set off its claim to the cancellation fee against the advance payment made by the Clients for the price of the Services by unilateral set-off. The Operator shall be entitled to send the withdrawal from the Contract pursuant to this Article of the GTC to the Client in writing to the address indicated by the Client in the Booking or electronically to the Client's e-mail address indicated in the Booking or deliver it to the Client in person. Withdrawal from the Contract shall be effective on the date of its delivery to the Client.
- 7.6. In the event of withdrawal from the Contract by the Operator for the reason set out in point 7.2(c) of this Article of the GTC or in the event of failure to conclude the Contract with the Client for the reasons set out in point 7.1(b) and 7.1(c) of this Article of the GTC. In accordance with the provisions of Article 7.1(2)(b) and (c) of the GTC, the Operator shall return to the Client by wire transfer to the Client's bank account the full amount of the advance payment for the price of the Services to the bank account from which the advance payment for the price of the Services was paid, no later than within 30 calendar days from the date of receipt of the withdrawal from the Contract by the Operator or from the date of the non-closing of the Contract by the Operator, while the costs of the bank charges associated with the return shall be borne in full by the Client.

Art. 8

**PRIVACY
CLIENTS**

- 8.1. The personal data of the Clients provided by the Clients to the Operator via the online reservation system when making a Reservation, further provided by the Clients to the Operator in any form when concluding the Contract, further provided by the Clients to the Operator in person when staying in the Cottage, or provided by the Clients to the Operator in connection with the provision of the Services or in the process of providing the Services on the basis of the concluded Contract, shall be processed in accordance with the relevant articles of REGULATION (EU) 2016/679 OF THE EUROPEAN PARLIAMENT AND OF THE COUNCIL of 27. April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data and repealing Directive 95/46/EC (General Data Protection Regulation) and the relevant provisions of Act No. 18/2018 Coll. on the Protection of Personal Data and on Amendments and Additions to Certain Acts, as amended.
- 8.2. Details of the processing of Clients' personal data by the Operator are provided on the website of the Accommodation Facility. The Client's consent to the processing of personal data is dealt with as part of making a Booking through the online booking system.

**Art. 9
LIABILITY FOR DAMAGES
ON THE THINGS BROUGHT IN**

- 9.1. The Operator shall be liable for damage caused to items brought into the Cottage by the Client or brought into the Cottage for the Client pursuant to Sections 433 and 436 of the Civil Code, unless the damage would have occurred otherwise. Things brought in are understood to be things brought into the premises of the Cottage which are reserved for accommodation or storage of things.
- 9.2. For the total damage to jewellery, money and other valuables (*hereinafter referred to as "valuables"*), the Operator is liable only up to the amount provided for by Government Regulation of the Slovak Republic No. 87/1995 Coll., implementing certain provisions of the Civil Code, as amended, provided that the Cottage was properly locked and the items were stored in the safes with which the Cottages are equipped. Details of the Clients' obligations to use the safe for storing valuables are set out in the Accommodation Regulations.
- 9.3. The Operator does not perform special custody for the Clients and does not accept any items for special custody from the Clients.
- 9.4. The right to compensation for damage must be exercised by the Client with the Operator without undue delay after the damage has been discovered, while this right expires if it has not been exercised no later than the 15th day after the day on which the injured Client became aware of the damage.
- 9.5. The Operator is not liable for any damage or theft of the Client's motor vehicle including its parts and accessories (roof boxes, bike racks, etc.) or any items in the motor vehicle, which is parked in the parking lot in front of the Accommodation Facility, as it is not a guarded parking lot and there is no contract between the Client and the Operator for the storage or safekeeping of the motor vehicle.

**Art. 10
SERVICE AND FINAL PROVISIONS**

- 10.1. All acts and claims arising under these GTC must be made in the form set out in these GTC for each act or claim. A submission shall be deemed to have been duly made if it has been delivered to the addressee by registered mail, in person or electronically by e-mail. Submission may be made in the case of the Operator to the contact details set out in these GTC, and in the case of the Client to the contact details set out in the Booking. A submission delivered by post shall be deemed to have been received on the date marked as the date of delivery on the delivery receipt or other document used for this purpose by the delivery agent, if returned to the sender. If no such document is returned to the sender, the day of service shall be deemed to be the 20th day from the day on which the lodgment is handed over to the bearer for carriage, irrespective of whether the addressee has taken notice of the lodgment. If the service of the document could not be effected by the bearer for reasons attributable to the addressee, the day on which such document is returned to the sender, with a statement of the reason why the document could not be served, shall be deemed to be the day of service. The sender shall prove that the lodgment has been sent by means of a delivery note or other similar document used in dealings with the carrier. In the case of a submission delivered by hand, the date of delivery shall be the date on which the submission is proved to have been delivered to the addressee. Where the addressee refuses to accept personal service, the day on which the addressee refuses to accept personal service shall be deemed to be the day of delivery. In the case of electronic service by e-mail, the date of service shall be deemed to be the date on which the electronic message is sent. Electronic submission by e-mail shall be deemed to have been delivered on the date on which the Operator sends the electronic message to the Client's e-mail address provided in the Booking, even if the Client has provided it incorrectly, irrespective of the reason for such incorrectness.
- 10.2. These GTC and the legal relations arising on the basis of them are governed by the law of the Slovak Republic.
- 10.3. Should any provision of these GTC be or become invalid, ineffective or unenforceable, such invalidity, ineffectiveness or unenforceability shall not affect the remaining provisions of these GTC.
- 10.4. The competent court of the Slovak Republic shall have exclusive jurisdiction to resolve any disputes arising out of these GTC and the Contract.
- 10.5. Alternative dispute resolution - These General Terms and Conditions and legal relationships arising on their basis are governed by Slovak law. Any disputes arising from these GTC and the Agreement will be settled before the competent court in the Slovak Republic. 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 - consumer is not satisfied with the manner in which the Hotel handled his complaint, or believes that the Hotel has violated his rights, the Client has the right to contact the Hotel as a seller with a request for redress. If the Hotel responds negatively to the Client's request in accordance with the previous sentence or does not respond to such a request within 30 (thirty) days from the date of its sending by the Client, the Client has the right to submit a proposal for the initiation of alternative dispute resolution to the entity of alternative dispute resolution pursuant to § 12 of Act no. 391/2015 Coll. on alternative resolution of consumer disputes and on amendments to certain laws. The competent entity for the alternative resolution of consumer disputes with the Hotel as a seller is: Slovak Trade Inspection, which can be contacted for the stated purpose at the address Central Inspectorate of SOI, Department of International Relations and ARS, Prievozská 32, postal folder 29, 827 99 Bratislava, or electronically at ARS@soi.sk, or adr@soi.sk, or another relevant authorized legal entity registered in the list of alternative dispute resolution entities maintained by the Ministry of Economy of the Slovak Republic (the list of authorized entities is available at <https://www.mhsr.sk/obchod/consumer-protection/alternative-resolution-of-consumer-disputes-1/list-of-subjects-of->

alternative-resolution-of-consumer-disputes-1, while the Client has the right to choose which of the listed alternative dispute resolution entities to turn to. alternative resolution of your consumer dispute, use the online platform for alternative dispute resolution, which is available at https://europa.eu/youreurope/business/dealing-with-customers/solving-disputes/online-dispute-resolution/index_sk.htm . You can find more information about the alternative resolution of consumer disputes on the website of the Slovak Trade Inspection: <https://www.soi.sk/sk/Alternativne-riesenie-spotrebitelskych-sporov.soi>.

10.6. These GTC shall enter into force on the date of issue and shall become effective on 01.12.2023.

In Východná on 01.12.2023

On behalf of the Operator:

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Roman Martinek
Managing Director