

GENERAL CONTRACT TERMS
Kaskady hotel**, Letecká 19, 962 31 Sliach**

Valid since 25 May 2018

Trade name: BAD, s.r.o., Matušková 49, 976 31 Vlkanová
Reg. no.: 31 631 045
VAT no: SK2021105251
Registered in the Commercial Register of Banska Bystrica District Council
Section Sro, no. 2796/S

1. Contracting parties

Provider: Kaskady hotel, operation of the company BAD s.r.o. – Provider of catering, relaxation and congress services to the Purchaser (Guest) against remuneration.

Purchaser: Ordering party (herein after referred to as the “Orderer” or “Purchaser” or “Guest”)

2. Reservation of services

2.1. Reservation shall be made by the Orderer in his/her own name or for a third party.

2.2. Having received the reservation from the Guest, Hotel shall confirm the reservation to the Orderer (Guest):

- via phone
- via mail
- via e-mail

2.3. The order shall contain:

- name and surname of the Guest, in case of company, company’s name
- date of stay
- contact information: phone number, address, email
- method of payment, in case of company, invoicing data
- extent and type of ordered services

2.4. The hotel shall process the order within 24 hours or during the next working day in case of group reservations by either confirming or refusing the reservation.

2.5. Having confirmed the order, the hotel shall issue confirmation of the reservation stating the extent of services and send it in written form or electronically. The contract between the Hotel and the Purchaser (Guest) becomes effective after confirmation of the order by the Hotel, however, the undermentioned Article 3.8 of these General Contract Terms is not affected hereby (hotel’s obligation to provide services starts by paying deposit).

3. Prices and terms of payment

3.1. Hotel shall charge prices according to the current pricelist.

3.2. The price quoted in the confirmation of reservation shall be firm.

3.3. The Guest shall not demand reduction of price if the reduced price was published after the confirmation of reservation.

3.4. Discounts and special offers are non-cumulative.

3.5. The Guest shall pay for the provided services and accommodation when checking out on the reception in cash, by credit or debit card.

3.6. Method of payment shall be agreed in advance.

3.7. Any agreements in different extent than those regulated in these General Contract Terms shall be agreed in advanced by General Manager of the Hotel and both contracting parties and confirmed in written form in a separate Framework Agreement.

3.8. Advanced payment:

The Hotel has right to require (of the Guest) an advanced payment up to 100% of the price of provided services with 7-day due date after the confirmation of reservation. The reservation becomes binding only when the advance payment is received on the Hotel's account.

3.9. Advanced payment for groups and events

3.9.1. The Hotel shall issue advance invoice for accommodation, food and additional services according to the order with 7-day due date since the date of advance invoice as follows:

- 30% of the full amount as a confirmation of reservation
- No later than 3 days before the use of services, advance payment of 100% of the total cost of services shall be made to the Hotel's account.

3.9.2. No later than on the day of arrival, all the charges shall be settled; if not, the Hotel may not provide any services.

3.9.3. The day when the advance payment is credited to the Hotel's account held at Tatra banka, a.s., IBAN: SK72 1100 0000 0026 2109 9161, SWIFT: TATRSKBX, the order is fully confirmed by the Hotel. From the date of order reception up to the due date of the advance invoice, the term for the services is considered as reserved. At the end of the stay, a tax document (invoice) shall be issued for the settled advance payment. If the Orderer does not pay advance invoice in due time, the Hotel is entitled to cancel the reservation and not provide the services.

3.10. The advance payment shall be made by the following means:

- On the reception in cash or by credit card
- By bank transfer to the account: Tatra banka, a.s. IBAN: 1100 0000 0026 2109 9161, SWIFT: TATRSKBX
- Variable symbol is the number of invoice or reservation
- Online by credit card

3.11. Cancellation policy

3.11.1. The Hotel is entitled to charge a cancellation fee in case that the Guest cancel his reservation in written form, by phone, fax or electronically within the following periods:

- 15–29 days before the settled date: 50% of the total services,
- 7–14 days before the settled date: 70% of the total services,
- 1–6 days before the settled date: 90% of the total services,
- On the day of arrival: 100% of the total hotel services
- In case of earlier departure, the hotel shall charge a cancellation fee of 100% of the cost for the remaining stay,
- For stays during Christmas, New Year and Easter, 100% cancellation fee shall be charged if the reservations are cancelled 21 or less days before arrival.

3.12. If the Purchaser/Guest orders 50% or more of the hotel's capacity and settles an advance payment (therefore his confirmation becomes binding) and he cancel the reservation less than 30 days before arrival, the cancellation fee is equal to the amount of advance payment. Cancellation of services more than 30 before arrival is regulated by the Article 3.11.1.

3.13. For group reservations, the Purchaser is obliged to specify the number of meals at least 3 days before. If the actual amount of consumed meals is greater than the previously agreed amount, the real quantity shall be charged. If the overall amount of ordered meals is not consumed, the ordered quantity of the meals shall be charged. In case of cancellation of catering services on the day of serving, the Hotel shall charge the Purchaser the total of meals agreed in the written order, which forms an integral part of the contract concluded between the Hotel and the Purchaser. The determined price of all meals ordered by the Purchaser shall represent a conventional fine that the hotel is entitled to impose due to violation of the Contract Terms by the Purchaser.

3.14. In case of cancellation of a procedure less than 2 hours before its realization, the Purchaser shall be charged 100% cancellation fee. The Purchaser shall be charged 100% cancellation fee also if he fails to come to the procedure. For group reservations (2 and more people), the Purchaser shall be charged 100% cancellation fee if it is cancelled the day of the procedure.

4. Provided services.

4.1. The Guest shall be accommodated on the day of check-in at the earliest at 3 pm, if it was not agreed differently in advance. The hotel shall provide accommodation for the Guest no later than at 6 pm.

4.2. If the Guest makes advance payment, the hotel shall hold his reservation until 10 pm. If the Guest does not make a claim for reserved services after this time, the Hotel is not obliged to refund him the advance payment.

4.3. If the guest does not have a written confirmation, he shall arrive until 6 pm, if it was not agreed otherwise. If the Guest does not appear until 6 pm., the Hotel shall dispose freely of the reserved rooms.

4.4. If the guest wishes to be accommodated before 6 am on day of check-in, the Hotel shall charge him additional night.

4.5. The Guest shall vacate the room until 11 am on the day of check-out. In case that the Guest fails to do so, the Hotel shall charge him additional night, if it was not agreed otherwise.

4.6. If a reservation was confirmed to the Guest, he made advance payment and the Hotel vis maior cannot provide him the accommodation, the Hotel shall arrange convenient alternative accommodation at the Hotel's expense.

4.7. In exceptional cases, the hotel reserves the right to offer the Guest a different accommodation than it was formerly agreed, if it does not substantially differ from the original one.

4.8. The hotel shall be liable for items brought inside or stored only if they were handed over to one of the employees of the hotel. The Hotel shall not take any responsibility for jewelry, money and other valuables stored outside the safe. The Hotel recommends storing your valuables in room safe or on the reception.

4.9. The Guest has right to all the services agreed in the confirmed order. If half board or full board service is ordered, the first meal is served on the day of check-in from 6 pm. Full board service ends on the day of check-out with lunch until 1 pm.

4.10. The Guests shall not eat their own food inside the hotel area. Eating own food and drinks is considered as a violation of General Contract Terms which can lead to cancellation of contract (withdrawal from the contract) without the Guest's claim to a refund.

4.11. The Guests shall not use their own electrical devices except for razors, hair-dryers and other personal hygiene devices.

4.12. Room service is subject to 30% extra charge.

4.13. Small pets shall be brought in only after a written agreement from the Hotel's direction in small villas. The price of the accommodation is stated in the current pricelist. The Guest takes responsibility for all damages caused by the pet during the stay. It is not allowed to leave the pet unattended in the room. The Guest shall respect instructions for the stay with a pet.

4.14. The Hotel shall only extend the stay if it has free capacity.

4.15. On request of the Guest, the reception shall call Emergency Medical Service. The Hotel shall demand a refund for the expenses related to the Guest's medical treatment.

4.16. The contract between the Guest and the Hotel shall terminate on the day of departure by paying the final bill. The Guest shall settle the bill in cash or by credit card.

4.17. In case of earlier termination of the stay than it was agreed in the reservation, the Hotel shall charge the Guest the total price of stay as formerly agreed.

4.18. The Hotel shall take responsibility for all damages it causes during the Guest's stay. In case that a child produce a damage, the responsibility devolves to his/her legal representative.

4.19. The Hotel shall seize things the Guest brought in the hotel, if the Guest do not settle the final bill.

4.20. The Hotel shall terminate the stay of the Guest and withdraw from the contract with immediate effect and with no claim for refund if:

- The Guest deliberately causes damage of the hotel's property, behave against the morals and good manners,
- He disturbs other Guests by his behavior,
- The Guest's state of health presents a danger for other Guests and the staff,
- Due to force majeure.

4.21. If the Guest has a reason to raise a complaint, he shall report it immediately.

The complaints are settled in accordance with the current Complaints Policy.

4.22. The Hotel shall check the room of the Guest during his/her stay and provide the cleaning services according to hygiene standards.

4.23. If the Hotel discovers a damage of hotel equipment, unnoticed consumption or a theft, the Hotel shall bill the charge for it additionally by debiting the Guest's credit card or sending a bill to his/her address after reporting him/her these facts.

4.24. The Guest shall follow the current accommodation policy.

5. Liability for damages

5.1. In case of breach of duty of contractual relationship, the contracting party shall indemnify the other contracting party, unless it proves that the breach of duty was caused by circumstances excluding responsibility.

5.2. The Purchaser takes full responsibility of damage caused by deterioration or destruction of hotel's equipment or property by persons attending an event organized by the Purchaser in the hotel.

6. Other sanctions and fines

6.1. If fire alarm is activated due to disrespecting fire regulations such as:

- smoking inside the hotel,
- using smoke machine during events,
- using open fire inside the hotel,

Person responsible for it shall be charged up to 2 000 €.

7. Personal data protection policy

The Purchaser in compliance with Regulation 2016/678 of the European Parliament and the Council of April 27, 2016 on the protection of individuals with regard to the processing of personal data and on the free movement of such data (General Data Protection Regulation) and with Personal Data Protection Act 18/2018 shall make all necessary steps to ensure compliance with here above regulations and declares to be acquainted with rights and duties concerning collection and processing of personal data according to this Act. The Purchaser also gives to the Provider the consent to process his personal data stated in the order for the purpose of fulfillment of services and duties put by the above mentioned Act for the period necessary to secure the rights and duties resulting from legal relationship between the Purchaser and the Provider.

Withdrawal of the consent shall be realized in written form with or without giving a reason. The Purchaser as affected person declares to be aware of his rights.

25 May 2018 in Sliac