

## GENERAL TERMS AND CONDITIONS

Reservation of accommodation and related services

### 1. Introductory provisions

- 1.1 These general terms and conditions (hereinafter referred to as GTC) issued by HOTEL ALFA s.r.o., with registered office at Dukelská 70, 087 01 Giraltovce ID number: 45 425 116, registered in the Commercial Register of the Prešov District Court, section: Sro, file no.: 22876/P (further only the company or only the operator), refer to the reservation of accommodation and related services (hereinafter only services) provided by HOTEL ALFA s.r.o., which operates the accommodation facility (hereinafter only hotel), the use of the online reservation system operated by HOTELALFA s.r.o. and offline reservation system (telephone and e-mail reservations), payment conditions, cancellation conditions, as well as all other rights and obligations arising from the legal relationship of service reservation.
- 1.2 The customer has the option of booking services provided in hotels operated by HOTEL ALFA s.r.o. stated in these GTC. The customer has the possibility to reserve services through the online internet reservation system available on the website of the company [www.hotel-alfa.sk](http://www.hotel-alfa.sk) or offline by phone (421 911 270 270, 421 54 4795008) or e-mail ([repcia@hotel – alfa.sk](mailto:repcia@hotel-alfa.sk)) reservation.
- 1.3 By reserving services, the customer declares that he has familiarized himself with and understood these GTC. The company is entitled to change these GTC unilaterally, and such a change is effective for customers from the date of publication of the amended GTC text, while the text of the GTC valid and effective on the day the customer makes the reservation is decisive for the customer's reservation. Before making each individual reservation, the customer is advised to familiarize himself with the currently valid and effective version of the GTC, which is accessible on the company's website [www.hotel-alfa.sk](http://www.hotel-alfa.sk). At the request of the customer, the currently valid and effective version of the GTC can be sent by the operator to the customer in the form of an e-mail message containing a link to the currently valid and effective text of the GTC to the customer's e-mail address provided by the customer during the first contact with HOTEL ALFA s.r.o. prior to making a reservation according to these GTC.

### 2. Reservation

#### 2.1 Online reservation

2.1.1 When booking online, the customer has the opportunity to search for currently available accommodation in the hotel operated by HOTEL ALFA s.r.o. according to the requirements entered by the customer in the online reservation system (e.g. date of arrival, date of departure, room type, number of rooms, number of persons and age composition, etc.) located on the website of the operator listed in point 1.2 and 1.3 of these GTC for the prices listed directly during the online reservation on the relevant website after entering the customer's requirements in the form located there.

2.1.2 When booking online, after selecting the customer's basic requirements (arrival date, departure date, room type, number of rooms, number of persons and age group, additional services, etc.), the customer fills in all the required data in the form.

2.1.3 When making an online reservation, the customer pays the price of the reserved services by online payment (payment card via Global Payments). The customer is informed about online payment options directly on the website through which he makes an online reservation, after filling in all the required data and before paying for the reserved services and confirming the order with the payment obligation.

2.1.4 After filling in all the required data in the form and after making an online payment (payment by bakarta, payment via (Global Payments)) the customer will be sent a confirmation document immediately, but no later than the next working day by 9:00 a.m. to the e-mail address entered by the customer when making the reservation reservation with the reservation number. In addition to the reservation number, the reservation confirmation document contains, in addition to the reservation number, basic information about the stay and participants of the stay, reserved and paid services, information about the accommodation facility, information (in the form of a link to the relevant website) about the General Terms and Conditions and cancellation conditions, and other additional information (check-in, check-out, possibility of accommodation with an animal, options for additional services, etc.).

2.1.5 The reservation number serves as contact information for the implementation of any other actions related to the reservation by the customer. The customer is obliged to keep the reservation number safe and have it available in case of need.

## **2.2 Offline reservation**

### **2.2.1 E-mail offline reservation**

2.2.1.1 In case of e-mail offline reservation, the customer has the possibility to contact the operator by e-mail at the e-mail address published on the operator's website in order to obtain a price offer for the services selected by him.

2.2.1.2 In the e-mail, the customer is obliged to state the basic requirements for the services (number of persons and age of children, number of rooms, type of room, term - date of arrival and date of departure, first and last name of the customer, any other requirements of the customer). After receiving the customer's e-mail inquiry, the operator either contacts the customer with a request to clarify the criteria sent by him or to supplement the necessary information, or in the case of a complex inquiry, the operator sends the customer a price offer to the customer's e-mail address from which the e-mail inquiry for the reservation of services was delivered to the operator developed according to the customer's requirements specified in the e-mail. The customer can also send the price offer to another e-mail address specified by the customer in the e-mail inquiry. For the avoidance of doubt, if the customer does not specify another e-mail address, the price offer is always sent exclusively to the e-mail address to which the e-mail inquiry was delivered to the operator. The reservation made by the customer in this way is the so-called non-binding reservation (see point 2.4 of these GTC).

2.2.1.3 The price offer is valid for 24 hours from the moment of its creation by the operator and the price offer is non-binding, i.e. it does not represent the customer's right to the service (capacity) of aceno selected by him.

2.2.1.4 In the event that the customer chooses one of the price offers sent by the operator, within 24 hours he contacts the operator by e-mail with confirmation of interest, specifying specific data about the stay and the conditions of the reserved services (arrival and departure dates, room type, number of rooms and their occupancy, number of participants and their ages, catering services, etc.). If, by the time the customer's confirmation of interest is delivered to the operator, the option to reserve the services selected by the customer (capacity, etc.) or the price changes or the price changes, the operator will send the customer a new price offer, and in the event that the customer is not interested in the change, the communication between the customer and the operator, as well as the demand and the offer, cease, while the customer is not entitled to any financial or non-financial compensation or damages. If, in the meantime, the customer has paid for the selected services, the operator will return the amount paid to the customer within 14 days from the date of termination of the demand and offer, by non-cash bank transfer to the customer's bank account from which the payment was made. In the event that the services selected by the customer and/or their price up to the moment of delivery of the customer's confirmation of interest to the operator are current and valid, or if the customer, in the event that these have changed, also expresses interest in the changed services and/or price, the operator will send the customer a document by e-mail pre-booking information containing data on the services selected by the customer (name and surname of the customer, reservation number, date of arrival and departure, room type, number of guests and their age, price of the stay), information on what is included in the price of the stay (payment conditions, cancellation conditions and Similarly.).

2.2.1.5 The pre-booking information document is also the basis for payment by the customer of selected services, which contains information on the due date, variable payment symbol and payment method. If the correct number of the variable symbol (number reservation) is not specified, the operator cannot assign the customer's payment, and therefore the payment made in this way is considered not made. The due date for the services selected by the customer is usually 3 working days from the date of delivery of the information document on the preliminary reservation to the customer. The operator reserves the right to individually determine a different due date than that stated in the previous sentence. If the price is not paid properly and on time (in the correct amount by entering the correct variable symbol and within the due date), the advance reservation is canceled by the operator and the customer's right to advance reservation expires, and the customer is sent an email notification about the cancellation of the advance reservation, while the customer does not have the right to any financial or non-financial compensation or damages.

2.2.1.6 After the customer has paid for the selected services, a booking confirmation document with the reservation number is sent to the customer by e-mail. In addition to the reservation number, the reservation confirmation document contains, in addition to the reservation number, basic information about the stay and participants of the stay, reserved and paid services, information about the hotel, information (in the form of a link to the relevant website) about the GTC and cancellation conditions, and other additional information (check-in , checkout, the

possibility of accommodation with an animal, the possibility of additional services, etc.). The reservation number serves as a confirmation of the reservation, as contact information for the implementation of any other actions related to the reservation by the customer, including the application of the reservation upon arrival at the accommodation facility. The customer is obliged to keep the reservation number safe and have it available if necessary.

2.2.1.7 The reservation confirmation document is sent to the customer by e-mail to the e-mail address specified by the customer when making an offline reservation, immediately after crediting the funds for the customer's reserved accommodation and related services to the operator's bank account.

## **2.2.2 Telephone offline reservation**

2.2.2.1 When making an offline reservation by telephone, the customer has the opportunity to contact the operator by telephone at the telephone numbers published on the operator's website at the times specified by the operator and published on the operator's website, for the purpose of obtaining a price offer for the services selected by him.

2.2.2.2 The telephone conversation is not recorded by the operator .

2.2.2.3 The provisions of points 2.2.1.2 to 2.2.1.7 of these GTC otherwise apply similarly to the procedure for telephone offline reservations.

2.2.2.4 In the event that the customer does not have an e-mail address, the operator will agree with the customer on the method of communication and delivery documents individually.

## **2.3 General provisions for reservations**

2.3.1 By making a reservation, the customer declares and is responsible for being an adult (age 18 and over) and capable of legal acts, i.e. able to acquire rights and assume obligations in its own name.

2.3.2 The contractual relationship between the operator and the customer is created at the moment when the reservation confirmation document is delivered to the customer from the operator.

2.3.3 Until the customer's reservation confirmation document is delivered to the customer, the customer's reservation is not binding for any of the parties (neither the customer nor the operator) and the customer has no right to reserve the requested capacity (room type, number of persons, number of rooms, etc.) or the right to the price services listed in the price offer, i.e. it is the so-called non-binding reservation. The reservation is binding only when the funds are credited to the operator's bank account according to point 2.4.5 of these GTC and upon delivery of the reservation confirmation document.

2.3.4 An e-mail message is considered delivered at 9:00 a.m. on the day following its sending, if the sending party does not receive a message about the impossibility of delivery within this period. In the event that the customer does not receive an e-mail message containing the reservation confirmation document within 5 working days of payment of the price of the

reserved services, the customer is recommended to contact the reservation department or the operator's reception by phone or e-mail.

2.3.5 The date of payment of reserved services is considered the day of crediting the correct (invoiced) amount to the bank account of HOTEL ALFA s.r.o..

2.3.6 In the case of a reservation made by the customer offline 7 or less days before the day of arrival, it is possible to make a reservation of services exclusively if the capacity and operational possibilities of the operator allow it. The operator reserves the right to shorten the maturity period of the services selected by the customer, about which the operator informs the customer in the pre-booking information document.

2.3.7 When making a reservation, the customer is obliged to indicate the exact number of persons who are to be participants in the stay booked by him, and in the case of children under the age of 18, also their age. The decisive moment for determining the age of children under 18 years is the day of commencement of residence. In the event that the customer making the reservation is not a participant in the stay, he is obliged to state the name and surname of the adult, e-mail address and telephone number in whose favor the reservation will be made.

2.3.8 After confirming the reservation, the operator guarantees the customer the type of room specified in the reservation confirmation document. In the event of an operational or capacity need, the operator or hotel reserves the right to provide the customer or guests with services in a room of the same or comparable standard as the type of room indicated in the reservation confirmation document without the customer being obliged to pay an additional price for the accommodation services.

2.3.9 In the case of a customer's request for the allocation of a specific room in the hotel (for example, a specific room number, view, floor, facing the world, etc.) within one and the same type of room, as stated in the reservation confirmation document, the operator will comply with the request if the capacity and operational capabilities of the hotel allow it, and exclusively after payment of the fee, the reservation of a specific room in the amount of 50% of the price of accommodation services for each one night (overnight stay). In case of non-payment of the fee or failure to enter this requirement during the reservation, it is not possible for the operator to guarantee the provision of services in a specific room. In such a case, the customer or participant of the stay does not have the right to any financial or non-financial compensation or damages, nor the right to make a claim for this reason.

2.3.10 The procedure and activity of the operator is based on ethical principles and respects the privacy of the customer. The operator's reservation systems currently use the most modern encryption systems for sensitive data and data, which guarantees the full security of the data provided before the reservation is made.

## **2.4 General provisions for reservations**

2.4.1 By making a reservation, the customer declares and is responsible for being an adult (age 18 and over) and capable of legal acts, i.e. able to acquire rights and assume obligations in its own name.

2.4.2 The contractual relationship between the operator and the customer is established at the moment when the reservation confirmation document is delivered to the customer from the operator's side.

2.4.3 Until the customer receives the reservation confirmation document, the customer's reservation is not binding for any of the parties (neither the customer nor the operator) and the customer has no right to reserve the requested capacity (room type, number of persons, number of rooms, etc.) or the right to the price services listed in the price offer, i.e. it is the so-called non-binding reservation. The reservation becomes binding only when the funds are credited to the operator's bank account according to point 2.4.5 of these GTC and upon delivery of the reservation confirmation document.

2.4.4 An e-mail message is considered delivered at 9:00 a.m. on the day following its sending, if the sending party does not receive a message about the impossibility of delivery within this period. In the event that the customer does not receive an e-mail message containing the reservation confirmation document within 5 working days of payment of the price of the reserved services, the customer is recommended to contact the reservation department of the operator by phone or e-mail.

2.4.5 The date of payment of reserved services is considered the day of crediting the correct (invoiced) amount to the bank account of HOTEL ALFA s.r.o..

2.4.6 In the case of a reservation made by the customer offline 7 or less days before the day of arrival, it is possible to make a reservation of services exclusively if the capacity and operational possibilities of the operator allow it. The operator reserves the right to shorten the maturity period of the services selected by the customer, about which the operator informs the customer in the pre-booking information document.

2.4.7 When making a reservation, the customer is obliged to indicate the exact number of persons who are to be participants in the stay booked by him, and in the case of children under the age of 18, also their age. The decisive moment for determining the age of children under 18 years is the day of commencement of residence. In the event that the customer making the reservation is not a participant in the stay, he is required to provide the full name, e-mail address and telephone number of the person in whose favor the reservation will be made.

2.4.8 After confirming the reservation, the operator guarantees the customer the type of room specified in the reservation confirmation document. In the event of an operational or capacity need, the operator or hotel reserves the right to provide the customer or guests with services in a room of the same or comparable standard as the room type indicated in the reservation confirmation document, without the customer being obliged to pay an additional price for the accommodation services.

2.4.9 In the case of a customer's request for the allocation of a specific room in the hotel (for example, a specific room number, view, floor, facing the world, etc.) within one and the same type of room, as stated in the reservation confirmation document, the operator will comply with the request if the capacity and operational capabilities of the hotel allow it, and exclusively after payment of the fee, the reservation of a specific room in the amount of 50% of the price of

accommodation services for each one night (overnight stay). In case of non-payment of the fee or failure to enter this requirement during the reservation, it is not possible for the operator to guarantee the provision of services in a specific room. In such a case, the customer or participant of the stay does not have the right to any financial or non-financial compensation or damages, nor the right to make a claim for this reason.

2.4.10 The procedure and activity of the operator is based on ethical principles and respects the privacy of the customer. The operator's reservation systems currently use the most modern encryption systems for sensitive data and data, which guarantees the full security of the data provided before the reservation is made.

### **3. Payment terms - general provisions**

3.1 The customer is obliged to pay the price for the reserved services in full (100%) when making the reservation.

3.2 The form of payment depends on the chosen method of booking customer services (online or offline booking). The operator reserves the right to expand or limit individual payment methods when booking in relation to individual methods of booking services (online or offline booking) or individual dates. The customer is informed about the payment options directly on the website, through which he makes an online reservation (the operator's website), after filling in all the required data and before paying for the reserved services and confirming the order with the obligation to pay, or he is informed about this directly by an employee of the operator by e-mail or by phone when booking offline. For offline reservations, payment is possible by non-cash bank transfer or payment through a payment gateway, unless the operator specifies otherwise. The customer is obliged to comply with the method of payment specified by the operator. If the operator allows the client to pay on the spot, the client must provide the following mandatory registration data: credit or debit card number, CVV code, name of the cardholder and its validity. Only after the card has been verified will the client's reservation be confirmed. By entering these data and sending the reservation, the client agrees to verify his payment data in the bank that holds the relevant card.

3.3 Bank fees associated with the payment of the price for the customer reserved services are borne in full by the customer.

3.4 The operator reserves the right to limit or exclude the so-called offline payments (payments by non-cash bank transfer to the operator's bank account) in cases determined by the operator, about which the customer will be informed before confirming the order (reservation) with the obligation to pay (e.g. in the case of promotional stays, when applying a discount, in the case of last minute stays, use of a Promo code and Come.).

3.5 The price for accommodation and related services includes value added tax in accordance with the relevant legislation. The price also includes local tax in accordance with the relevant legal regulations during the customer's stay in the accommodation facility.

3.6 The service bill (tax document) is issued to the customer on the day of departure directly at the hotel reception. In the event that the customer wishes to issue a tax document in the form of an invoice issued for the benefit of a legal entity or a natural person - an entrepreneur and makes

the reservation online, he is obliged to click the issue invoice to the company box in the online form in the booking summary step and at the same time enter information about the country of registration of the legal entity or natural person - entrepreneur and business name or ID number of the legal entity or natural person - entrepreneur. In the event that it is not possible to load online all the identification data of a legal entity or a natural person - an entrepreneur, he is obliged to provide accurate and correct invoicing data of the legal entity (e.g. business name, registered office, ID number, VAT number, entry in the commercial register, bank account ) or of a natural person - an entrepreneur (e.g. business name, place of business, ID number, VAT number, registration in the trade or other register, bank connection) required in the online form. It is no longer possible to change invoicing data after the customer has made a payment with a payment card during an online reservation, or entered a bank payment order for payment! In the case of an offline reservation, it is necessary to indicate the request for the issuance of a tax document in the form of an invoice issued in favor of a legal entity or a natural person - an entrepreneur, and accurate and correct invoicing data directly when making the reservation in an e-mail addressed to the operator or by telephone. Change of invoicing data in the case of an offline reservation after execution payment for the stay is no longer possible.

#### **4. Change of reservation, non-arrival for stay, early departure from stay, cancellation of reservation, cancellation conditions**

##### **4.1 Changes to the reservation**

4.1.1 Any changes to the reservation (change of date, change of the number of persons or age categories of persons, change of the scope of reserved services - restriction or extension, etc.) are possible after confirmation of the reservation only if the operational and/or capacity possibilities of HOTEL ALFA s.r.o. they allow. The customer has no legal right to make changes to the reservation after the reservation has been confirmed.

4.1.2 Any changes to the reservation made after confirmation of the reservation can only be made by indicating the reservation number sent to the customer in the reservation confirmation document. The customer can request a change of reserved accommodation and related services by phone or email through the reservation department or the operator's reception with the contact details given in the booking confirmation document. When requesting a change to a confirmed reservation, the customer must always state the reservation number.

4.1.3 If the customer requests such a change to the confirmed reservation, which cannot be accommodated by the operator due to capacity or other operational reasons, the operator is not obliged to comply with the customer's request to change the confirmed reservation and the operator has the right to reject the customer's request, while the customer does not have the right to compensation for damages or any non-financial or non-financial performance by the operator.

4.1.4 The operator reserves the right to individually assess the customer's request to change the date of the reserved services, exclusively under the conditions set by the operator, about which the operator informs the customer after the customer's request to change the date of the reserved services and before confirming the change of the date of the reserved services based on the customer's request. In the event of a change in the date of the confirmed reservation



(reserved services), the conditions established by the operator (especially cancellation conditions) take precedence over the provisions of these terms and conditions, about which the operator informs the customer before confirming the change in the date of the reserved services. Changing the date of the confirmed reservation is only possible up to the date of the operator's claim to a cancellation fee in accordance with these terms and conditions, provided that the capacity and operational capabilities of the operator and the hotel allow it. In such a case, the previously issued reservation confirmation will be invalidated and the price paid by the customer for the previously reserved services is considered as payment (partial payment) of the changed reserved services. In the event that in connection with the fulfillment of the customer's request to change the date of the reserved services, the customer is obliged to pay an additional price, the customer is obliged to pay the difference in the price of the services in the changed date compared to the originally reserved date to the operator by non-cash bank transfer to the operator's bank account and in the manner specified in the document sent to the customer e-mail on the e-mail address entered by him when making the original reservation. Only after the payment of the additional payment by the customer is a new confirmation of the reservation sent to the customer, and only at this moment does the customer have the right to provide the reserved services on a changed date. In the event that, in connection with the acceptance of the customer's request to change the date of the reserved services, there is no increase in the original price paid by the customer, the price of the services previously paid by the customer is considered to be the price of the services in the changed date. Changing the date of reserved services is not possible after the date indicated in the third sentence of this point of business conditions.

4.1.5 The operator reserves the right to individually assess the customer's request for a change in the number of reserved beds, rooms or the number of persons (participants of the stay), or change of persons (change of the participants of the stay), exclusively under the conditions set by the operator, about which the operator informs the customer after the customer's request changing the date of the reserved services and before confirming the change of the date of the reserved services based on the customer's request. In the case of a change in the date of the confirmed reservation (reserved services), the conditions established by the operator take precedence over the provisions of these terms and conditions, about which the operator informs the customer before confirming the change in the date of the reserved services. Changes to the confirmed reservation are only possible up to the day before the day of arrival, provided that the capacity and operational capabilities of the operator and the hotel allow it. The customer has no legal right to such a change. In the event that in connection with complying with the customer's request for a change according to this point of the GTC, the customer is obliged to pay an additional price, the customer is obliged to pay the difference in the price of the services compared to the original price to the operator in the manner specified in the document sent to the customer by email to the email address entered by him when making the original reservation. Only after the payment of the additional payment by the customer is the confirmation of the reservation with the change sent to the customer, and only at this moment does the customer have the right to provide the services reserved by him in the changed scope. In the event that in connection with the fulfillment of the customer's request to change the scope of reserved services, there is no increase in the price originally paid by the customer, the

price previously paid by the customer is considered to be the price of services in the changed scope.

4.1.6 The operator reserves the right to individually assess and determine the eligibility of a customer's request to change a confirmed reservation for serious reasons on the part of the customer or the person who is to be a participant in the stay (e.g. accident, serious illness, death, etc.), while for the purposes of assessing such of the customer's request, the customer is obliged to prove to the operator the existence and duration of serious reasons (e.g. confirmation of hospitalization, medical report, death certificate, etc.). The customer has no legal right to provide a change or any financial or non-financial compensation in these cases.

#### **4.2 Non-arrival, non-use of reserved services in their entirety**

4.2.1 In case of non-use of the reserved services for any reason on the part of the customer or the person who is to be a participant in the stay, or without stating the reasons (non-arrival for the stay), the customer is not entitled to any financial or non-financial compensation, substitute performance or compensation for damages.

4.2.2 In the event of non-use of the reserved services for any reason on the part of the customer or the person who is to be a participant in the stay, or without stating the reasons in their entirety (early departure from the stay, later date of starting the stay), the customer is not entitled to any financial or non-financial compensation, compensation or damages.

4.2.3 The operator reserves the right to individually assess and determine the eligibility of the customer's request regarding the provision of possible compensation for not starting the stay or not using the reserved services in their entirety due to serious reasons on the part of the customer or the person who is to be a participant in the stay (e.g. accident, serious illness, death and the like), while for the purposes of assessing such a customer's request, the customer is obliged to prove to the operator the existence and duration of serious reasons (e.g. by confirmation of hospitalization, medical report, death certificate, etc.). The customer has no legal right to compensation in these cases.

#### **4.3 Cancellation of reservation, cancellation conditions**

4.3.1 At the moment of concluding a distance contract for the provision of services, the customer is not entitled to withdraw from the contract for the provision of services in accordance with § 7 par. 6 letters k) Act no. 102/2014 Coll. on consumer protection when selling or providing services on the basis of a contract concluded at a distance or a contract concluded outside the seller's premises and on the amendment and supplementation of certain laws as amended.

4.3.2 The operator allows the customer to cancel a confirmed reservation (from the moment the contractual relationship is established according to point 2.4.2 of these GTC) for any reason or without stating a reason, in writing to the address of the operator's headquarters listed in point 1.1 of these GTC, or electronically by email with a cancellation notice of the reservation sent to the e-mail address specified in the reservation confirmation document with the reservation number.

4.3.3 In case of cancellation of the reservation according to point 4.3.2 of these GTC, the operator shall have the right to pay the cancellation fee as follows at the moment of cancellation of the reservation by the customer:

Before boarding:	Online reservation	Offline reservation	Stay Package/use last night for free
24 hours	100 %	100 %	100 %
2-7 days	100 %	50 %	100 %
8-14 days	50 %	-	50 %
30 days	10 %	-	-
Shortening of stay	100 %	50 %	100 %

4.3.4 An early reservation is a reservation made by the customer at least 7 days before the day chosen by the customer as the day of arrival under the conditions determined by the operator for the so-called Early booking. In case of cancellation of the reservation or partial cancellation of the reservation, the cancellation conditions stated in point 4.3.3 of these GTC apply.

4.3.5 Enjoy a free night is a reservation made by the customer for 4 or 7 nights, while the customer receives the last night free of charge from the operator under the conditions determined by the operator for the so-called Free Night. In the case of cancellation of the reservation or in the case of partial cancellation of the reservation, the conditions specified in point 4.3.3 of these GTC shall be paid.

4.3.6 The provisions of this point 4.3.3 are also applied appropriately in case of partial cancellation of the reservation (shortening of stay, reduction of the number of persons, etc.).

4.3.7 In case of no-show of the customer or the participants of the stay or any of them booked for the stay according to point 4.2 of these GTC, the customer is obliged to pay a cancellation fee in the amount of 100% of the price of the ordered and confirmed services.

4.3.9 In case of cancellation of the reservation or in case of partial cancellation of the reservation or non-arrival of the customer or the participants of the stay for the booked stay for promotional stays (clause 6 of these GTC), the operator is entitled to a cancellation fee in the amount of 100% of the price of the ordered and confirmed services.

4.3.10 For the application of the cancellation fee and the determination of its amount, the date of arrival for the stay (date of arrival for the stay) indicated in the reservation confirmation document is decisive:

4.3.11 In the case of cancellation of the reservation or partial cancellation of the reservation or non-arrival of the customer or the participants of the stay or any of them for the stay, the operator will send the customer a notification by e-mail about the operator's right to a cancellation fee and its amount in accordance with these GTC within 14 days from the date of cancellation of the reservation or from on the day of partial cancellation of the reservation or in the case of non-arrival from the day designated as the day of arrival. By reserving accommodation and related services in accordance with these GTC, the customer agrees and acknowledges that the operator is entitled, in the event of cancellation of the reservation or

partial cancellation of the reservation or no-show, to unilaterally set off the customer's claim for the refund of the price paid by the customer for the reserved accommodation and related services against the operator's claim for payment of the cancellation fee in the amount specified in these GTC, namely the amount in which these claims are covered, while the amount exceeding the mutual claims of the customer and the operator will be paid by the operator to the customer in the same way as the payment for reserved accommodation and related customer services was made, depending on the form the customer chose to make the payment when booking the stay, within 14 days from the day following the day of cancellation of the reservation or partial cancellation of the reservation or no-show. Bank fees associated with the refund of the price are borne in full by the customer.

4.3.12 The operator reserves the right to individually assess the cancellation of the reservation or partial cancellation of the reservation by the customer in the event of serious reasons on the part of the customer or one of the participants of the stay (e.g. injury, serious illness, death, suffering from a natural disaster, etc.) and the customer is obliged to prove to the operator the existence and duration of serious reasons.

#### **4.4 Change or cancellation of the reservation by the operator, force majeure**

4.4.1 In the event that, due to reasons on the part of the operator or the hotel (operational reasons, capacity reasons, etc.), it is not possible to provide the customer or the participants of the stay with the reserved services in whole or in part after the reservation has been confirmed, the operator will immediately inform the customer of this fact by e-mail at the e-mail address entered by the customer when making the reservation or by telephone, while at the same time, depending on the capacity and operational possibilities of the operator and hotels operated by the operator, he submits to him a proposal for using the services on the same date as the customer reserved in another hotel operated by the operator of the same or higher standard, or in the same hotel in another deadline, i.e. without the customer's obligation to pay an additional fee for the services provided in this way.

4.4.2 In the event that the customer accepts the operator's offer according to point 4.4.1 of these GTC, he is not entitled to any other financial or non-financial compensation or damages.

4.4.3 In the event that the customer does not accept the operator's offer according to point 4.4.1 of these GTC, the customer's reservation is canceled and the operator returns the paid price of the reserved services to the customer in the same way as the customer made the payment for the reserved services, depending on the form of payment implementation. chosen by the customer when booking the stay, within 14 days from the day following the day of cancellation of the reservation.

4.4.4 The operator is not obliged to provide the customer or the participants of the stay with the booked services at all or to the agreed extent in the event of the occurrence of circumstances excluding liability. Circumstances excluding liability are obstacles that occurred independently of the operator's will, which prevent the fulfillment of his obligations and it cannot reasonably be assumed that the operator would have averted or overcome this obstacle or its consequences, nor that he could have foreseen this obstacle at the time of the formation of the contractual relationship, i.e. the so-called obstacles force majeure (natural disasters, strikes, war conflicts,

disasters, interruption of supplies, etc.), which are not under the operator's control and which make it impossible or disrupt the fulfillment of the operator's obligations. In the event of the occurrence of the so-called force majeure, the operator is obliged to inform the customer about this fact without delay, including the expected duration. In such a case, the operator will agree with the customer on how to solve the situation individually. However, the customer does not have the right to compensation for any damage caused as a result of circumstances excluding liability.

## **5. Promotional stays**

5.1 The operator is entitled to offer promotional stays (Last Minute, First Minute, special stay packages, etc.). The number of rooms reserved for promotional stays is limited.

5.2 The operator is authorized to provide customers with addressed or non-addressed so-called promo codes entitling customers to use special actions of the operator. In the event that the customer is interested in using the so-called promo code, when booking online, enter the so-called promo code, which entitles him to use a special promotion of the operator, where the customer will also be informed about the post-payment and conditions of use of the so-called promo code. If the specific conditions of the so-called promo codes do not stipulate otherwise, it is possible to promo code can only be used in the case of online booking with online payment. The operator reserves the right to change or cancel the so-called of the promo code or the conditions of its use or period of validity even during its period of validity. In the event of a change of stay reservation using the so-called promo code, it is not possible to use the promo code in the event that the reservation change concerns a change in the date of stay outside the period of validity of the so-called promo code. To provide or use the so-called promo code is not a legal claim.

5.3 Combining or cumulating discounts or any promotional offers of the operator is not possible.

5.4 Special cancellation conditions and cancellation conditions established by the provider may apply to promotional stays. The special conditions that will be part of the promotional stay offer take precedence over a different modification of these General Terms and Conditions.

## **6. Complaints about the reservation process**

6.1 The complaints procedure contained in Article 6 of these GTC applies exclusively to the application of claims for defects in the services provided by the operator from the moment the online or offline reservation of services is started by the customer until the moment the customer starts staying at the hotel.

6.2 Provision of services by HOTEL ALFA s.r.o. is governed by the relevant provisions of Act No. 40/1964 Coll. of the Civil Code, as amended, in conjunction with the relevant provisions of Act No. 250/2007 Coll. on consumer protection and on the amendment of Slovak National Council Act No. 372/1990 Coll. on misdemeanors, as amended, as amended, and other generally binding legal regulations.

6.3 The customer has the right to provide services in the agreed or usual scope, quality, quantity and term.

6.4 The customer is obliged to make claims for service defects (complaint) without unnecessary delay after finding out the reasons for making a claim, but no later than the following calendar day, otherwise the right to make a claim expires. The customer has the opportunity to make claims for service defects (complaint) electronically via e-mail sent to the e-mail address [recepcia@hotel-alfa.sk](mailto:recepcia@hotel-alfa.sk), [prevadzkar@hotelalfa.sk](mailto:prevadzkar@hotelalfa.sk) or in writing to the address of the registered office of HOTEL ALFA s.r.o. within the period established in these GTC. In the case of a written complaint, the deadline is considered to have been met if the written complaint is delivered to HOTEL ALFA s.r.o. the first working day after the customer's right to claim has arisen. In the event that a customer or guest of a stay has the right to claim service defects during a stay in a hotel operated by HOTEL ALFA s.r.o., the customer or guest of a stay is obliged to make this claim directly at the reception desk of the respective hotel no later than the end of the stay (until the day of departure), otherwise the right to claim expires .

6.5 The customer is obliged to indicate the reservation number when making a claim. The company HOTEL ALFA s.r.o. is entitled to request confirmation of the reservation from the customer. The company HOTEL ALFA s.r.o. after examining the applied complaint, it will decide on the method of processing the complaint immediately, in more complex cases within 3 working days. The deadline for processing the complaint shall not exceed 30 days from the date of its application. For the purpose of handling the complaint, the customer is obliged to provide contact information, through which he will be informed about the method of handling the complaint in the event that it is not possible to handle the complaint immediately after its application. When handling the claim, the customer is obliged to provide HOTEL ALFA s.r.o. necessary cooperation required by HOTEL ALFA s.r.o. for the proper processing of the complaint.

6.6 In the event that HOTEL ALFA s.r.o. acknowledges the validity of the customer's complaint, will provide the customer with a replacement service (possibility of accommodation in another room of the same or higher standard). In the event that the customer does not agree to the provision of replacement service or in the event that the operational and/or capacity capabilities of HOTEL ALFA s.r.o. do not allow the processing of a justified complaint in the manner according to the previous sentence, in the case of a justified complaint, the price paid by him for the reserved services will be returned to the customer, respectively a discount will be provided from the price paid by the customer for the reserved services in the amount specified by HOTEL ALFA s.r.o..

6.7 HOTEL ALFA s.r.o. reserves the right to individually assess each case of service complaint and assess the validity of the complaint and the customer's requirements.

6.8 HOTEL ALFA s.r.o. is not responsible for non-provision of services and/or non-use of services by customers, or inability to use services booked and paid for by customers in full due to force majeure. Force majeure is considered a situation as a result of which it is impossible to fulfill the obligations arising from the legal relationship (e.g. natural disasters, permanent lack of energy, armed conflicts, state of war or emergency, war).

6.9 In the event that a customer - consumer, a natural person who, when concluding and fulfilling a consumer contract, does not act within the scope of his business activity, employment or profession, is not satisfied with the way in which the operator as a seller handled his complaint or believes that the operator has violated his rights, he has the customer has the right

to contact the operator as a seller with a request for correction. If the operator responds negatively to the customer's request in accordance with the previous sentence or does not respond to such a request within 30 days from the date it was sent to the customer, the customer has the right to submit a proposal for the initiation of alternative dispute resolution to the subject of alternative dispute resolution according to § 12 of Act no. 391/2015 Coll. on alternative resolution of consumer disputes and on amendments to certain laws. The relevant entity for the alternative resolution of consumer disputes with the operator as a seller is

a) the Slovak Trade Inspection, which can be contacted for the stated purpose at the address Central Inspectorate SOI, Department of International Relations and ARS, Prievozská 32, postal folder 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 alternative dispute resolution entities maintained by the Ministry of Economy of the Slovak Republic

(the list of authorized entities is available on the website

<http://www.mhsr.sk/zoznamsubjektovaalternativneho-riesenia-spotrebiteľskych-sporov/146987s>), while the customer has the right to choose which of the listed alternative dispute resolution entities to turn to. The customer can submit a proposal for alternative resolution of his consumer dispute using the platform for alternative dispute resolution online, which is available at [http://ec.europa.eu/consumers/odr/index\\_en.htm](http://ec.europa.eu/consumers/odr/index_en.htm). You can find more information about the alternative resolution of consumer disputes on the website of the Slovak Trade Inspection: <http://www.soi.sk/sk/Alternativne-riesenie-spotrebiteľskych-sporov.soi>.

## **7. Personal data protection, Privacy protection**

7.1 Information regarding the protection of personal data is provided in the Principles of privacy protection and processing of personal data of HOTEL ALFA s.r.o. and are published on the website <https://www.hotel-alfa.sk/gdpr.pdf>.

## **8. General information**

8.1 The information provided to the customer in the booking confirmation document is binding for the customer and the participants of the stay. The customer is obliged to properly check all data in the reservation confirmation document after receiving it and, in case of ambiguities, questions or discrepancies, immediately contact the operator in order to resolve the situation. It is not possible to take into account the irregularities discovered later, which the customer had or could discover upon receiving the booking confirmation document, and are not a reason for a claim by the customer or the participants of the stay.

8.2 The operating hours of individual establishments depend on the operator's decision and information on current product and service offers, possible restrictions in individual establishments (catering, Relax Zone, bowling, operating hours), as well as on other services provided by the operator in the accommodation facility (parking), as well as information about possible restrictions in operations is available daily on the operator's website [www.hotel-alfa.sk](http://www.hotel-alfa.sk) or by phone through the reception at tel. number 421 911 270 270 / 421 54 4795 008.

8.3 The customer and participants of the stay note that the check-in and check-out times are determined individually. Unless otherwise stated in the reservation confirmation document or subsequently notified to the customer by the operator or accommodation facility, check-in is possible on the day of arrival according to the reservation from 2:00 p.m. until 10:00 p.m. and check-out is on the day of departure according to the reservation by 10:00 a.m..

8.4 In case of special requests (baby cot, late check-in or check-out, early check-in or check-out), reservation of additional services (Relax Zone, bowling, etc.), possibility of accommodation with an animal and conditions for accommodation with an animal, parking services, etc.), the customer is obliged to contact the reception of the accommodation facility directly. Information on additional services is available on the hotel's website or is provided directly to the customer or the participant of the stay via the reception of the accommodation facility. In the interests of the satisfaction of the customer or the participants of the stay, the customer is always advised to inform himself about all special matters before arriving at the accommodation facility.

8.5 The operator reserves the right to provide a discount on the price of accommodation services for children under 6 years of age, namely for children from 0 to the day before they turn 6 years of age, a 100% discount on the price of accommodation services without the right to a bed or extra bed. The operator reserves the right to change the age category, as well as the amount of the age discount provided by him.

8.6 The customer or the participants of the stay are not entitled to compensation for damages or any other financial compensation due to the fact that for operational reasons on the part of the operator or the accommodation facility it was not possible to provide the customer or the participant of the stay with additional services in full (e.g. Relax Zone, increased noise due to organizing weddings or celebrations in the premises of the accommodation facility, exclusion in operation, noise from the street, etc.).

8.7 The operator of the accommodation facility reserves the right to demand a deposit from the customer or participant of the stay in the form of a pre-authorization on the payment or credit card of the customer or participant of the stay or another form of financial security, while by marking the deposit on the registration form or a special form, the customer or participant of the stay gives consent to the deposit and its use for payment purposes unpaid services used by customers or participants of the stay (e.g. consumption in the minibar, unpaid services, etc.) or compensation for damage caused by the customer or participants of the stay during the stay in the accommodation facility on the property of the operator or hotel.

## **9. Final Provisions**

9.1 These GTC, as well as all legal relationships arising on their basis and when making a reservation according to these GTC, are governed by the legal order of the Slovak Republic. All legal relationships not regulated by these GTC are governed by generally binding legal regulations valid in the territory of the Slovak Republic.

9.2 Any dispute arising from these General Terms and Conditions or legal relationships arising on their basis, including a dispute over the interpretation of these General Terms and Conditions, in



the event that the parties to the legal relationship do not reach a reasonable resolution of the dispute, will fall under the jurisdiction of the Slovak courts.

9.3 If any of the provisions of these GTC is or becomes invalid, ineffective or unenforceable, such invalidity, ineffectiveness or unenforceability does not affect the validity and effectiveness of the other provisions of these GTC.

9.4 These General Terms and Conditions enter into force and effect on 1. december 2022.

9.5 From the date of entry into force, these General Terms and Conditions replace the General Terms and Conditions valid until 1. december 2022.

9.6 These General Terms and Conditions apply to the regulation of rights and obligations when booking accommodation and related services in an accommodation facility operated by HOTEL ALFA s.r.o. (hereinafter referred to as special terms and conditions) contain a different arrangement than these terms and conditions, the provisions of the special terms and conditions are decisive and the provisions of the special terms and conditions take precedence over the provisions of these General Terms and Conditions. In matters not regulated by special terms and conditions, the provisions of these General Terms and Conditions apply.

Supervisory authority Central Inspectorate of the Slovak Trade Inspection, Prievozská 32,  
Bratislava SOI Inspectorate with headquarters in Prešov for the Prešov Autonomous Region:  
Obrancov mieru 4675/6, 08001 Prešov