

## **The operator of accommodation facilities operated by Tília Tatry s.r.o. and Oddy s.r.o. .:**

### **Tília Tatry s.r.o.**

Company ID: 50 508 148

Steuernummer: 2120363762

Company registered in the Commercial Register of the District Court Prešov section: Sro, file no. 33519 / P (hereinafter the "Operator")

### **Oddy s.r.o**

Company ID: 51 437 252

IR Dph: SK2120712495

Company registered in the Commercial Register of the District Court Žilina section: Sro, file no. 36007 / P (hereinafter referred to as the "Operator")

## **1 Introductory provisions**

1. Provision of accommodation, catering and other services to clients and accommodation of clients in accommodation facilities of the Operator, such as Tília Apartments, Hrebienok Apartments, Smokovec Apartments and Vila Oddy Apartments (hereinafter referred to as "Accommodation Facilities") shall be governed by generally binding legal regulations valid in the Slovak Republic; by these General Terms and Conditions (hereinafter referred to as the "GBC"), which are also the Accommodation Rules. The Client accepts the GBC as a contractual condition of accommodation in accommodation facilities and the use of services provided by the Operator and is obliged to observe their provisions.
2. The GTC are published in each accommodation facility and on the Operator's website.
3. The Operator reserves the right to change the provisions of the GTC unilaterally, whereas the change of the GTC is effective from the date of their publication on the website and in individual accommodation facilities.

## **2 General Terms and Conditions**

1. These GTC apply to accommodation contracts of persons in the Accommodation Facilities as well as to all other services provided to the Client by the Operator. Other business and contractual terms and conditions for the relationship between the Provider and the client shall be used only if agreed in writing between the parties in writing.
2. The Accommodation Agreement between the Operator and the Client arises by a written confirmation of an oral or written request from the Client for the reservation of accommodation in the Accommodation Facilities of the Operator. The accommodation contract is concluded for a definite period.
3. The Operator and the Client are the contracting parties. When ordering accommodation or other services by a third person, this person is liable to the Operator together with the client as a joint debtor for all obligations arising from the contract.
4. Any sublease or further lease of the Operator's premises or facilities, as well as their use for purposes other than accommodation or for other purposes than contractually agreed, require the prior written consent of the Operator.

### **3. Conditions for providing accommodation services to clients**

1. The operator can only accommodate in accommodation facilities a client who is duly registered for accommodation. The client logs in to the landlord immediately upon arrival. The client is obliged to submit his / her identity card - identity card, passport or other valid identity document pursuant to Act No. 253/1998 Coll. on the Report of the Residence of Citizens of the Slovak Republic in the Register of Citizens of the Slovak Republic, as amended and pursuant to Act no. 18/2018 Z.z. on the protection of personal data, as amended.
2. The Client is obliged to provide all required data truthfully, completely and accurately.
3. Reservations may be made in their own name or for the benefit of a third party, and room keys may only be registered and issued in the presence of the person in whose name the reservation is registered.
4. In exceptional cases, the operator may offer the client accommodation other than the one agreed, unless it differs substantially from the accommodation agreed in the confirmed order.
5. Unless otherwise agreed with the client, reserved accommodation in accommodation facilities is available to the client from 14:00 on the agreed arrival date of the client. The client has no legal entitlement to earlier use of reserved accommodation in the resort.
6. In the case of shortcomings provided by the accommodation, respectively. the consumer shall exercise the right to claim without undue delay. After the warranty period expires, the right to claim expires. (When submitting a claim, the consumer shall provide proof of payment for the services whose errors are claimed)
7. Accommodation used by the client must be released on the agreed date of departure of the client and handed over by the client to the Operator no later than 10:00 am.
8. Accommodation shall be deemed to be released and handed over to the Client to the Operator after the Client has handed over all of his / her belongings, handed over the keys to the Operator and notified him / her of the cancellation. The operator reserves the right to check the rooms, the payment and possible consumption of the client within one hour of the release and handover of the room to the client.
9. The Operator may rent a booked accommodation type to which the Client has not moved before 22:00 on the agreed day of the Client's arrival, to a third party. This does not apply if a later arrival of the client has been explicitly agreed between the Operator and the client. In case of a pre-arranged arrival after 22:00, the Operator has the right to charge the client a late arrival fee of 20 €.
10. If the Client asks the Provider to extend the agreed period of accommodation, the Provider may also offer the Provider a different type of accommodation at a different price than the one in which the Client was originally accommodated. The client is not entitled to accommodation in the type of accommodation in which he was originally accommodated or to another type of accommodation in accommodation facilities, if due to capacity or operational reasons the accommodation cannot be provided to the client.
11. The Client is entitled to use the services of accommodation facilities only if he / she agrees with the GBC. The Client is advised to familiarize themselves with these GTC before making a reservation. In case of repeated use of the services of the resort, the client is obliged to always get acquainted with the current wording of the GBC. By confirming the reservation, the client confirms that he / she is familiar with the Business Terms and Conditions and their annexes, agrees with them and undertakes to observe them.

#### **4. Payment for provided services**

1. Price list of services provided by the Operator is available on the Operator's website.
2. The price of a holiday stay in the accommodation includes: the price of accommodation, the price for parking, wi-fi connection.
3. Price of the recreational stay in the accommodation facilities of the Operator does not include: accommodation tax / local tourist tax - paid to the Operator on arrival 1 € / night / person.
4. Upon binding registration, the Operator is entitled to request an advance payment of 33% of the total amount from the client within 3 working days from the confirmation of the reservation. In case of non-cancellation, the client is obliged to pay 100% of the stay.
5. Operators accept both cash and non-cash payments (bank transfer or terminal payments).
6. Account number:  
Tília Tatry s.r.o.  
SK94 7500 0000 0040 2490 5005 SWIFT CEKOSKBX  
Oddy s.r.o.  
SK15 7500 0000 0040 2561 0647, SWIFT CEKOSKBX
7. The client is obliged to pay the agreed contractual prices according to the price list for accommodation and other services used by him.
8. If the client shortens his agreed stay in the resort, the Operator has the right to charge the client the full amount of the agreed price for the entire length of the agreed stay in the resort.
9. In the event that after the payment of the deposit is canceled by the Operator, the Operator shall refund the already paid deposit in accordance with the cancellation conditions, see. Article 6 of these GBT.
10. In the event that the Operator does not receive the payment for the stay, resp. written statement on the change of due date, reservation of the stay is canceled.

#### **5. Responsibilities of the Client and the Operator**

1. The operator is not liable for damage to things brought and put away by clients in the premises of accommodation facilities. The Operator is not responsible for jewelry, money and other valuables.
2. The operator is not responsible for the forgotten and lost items of the client in the premises of the accommodation facilities. Found items are sent to the client by mail upon a written request from the client, who will pay all the costs associated with it. Found items The operator stores for one month.
3. The operator is not liable for any accidents during the stay. In case of illness or injury to the client, the Operator shall ensure the necessary medical assistance or transport to the hospital.
4. The client's duty is always to behave in such a way that his actions do not endanger his or her health or the health of other guests.
5. The Client shall be liable for any damage caused by the Client in full and shall be obliged to pay the entire amount of the damaged item without delay.
6. In the event of a gross violation of the accommodation conditions, including the vulgarity of the violence, inappropriate behavior, the client may be asked to leave the accommodation immediately without the right to return the already paid stay.
7. In accommodation facilities and throughout the premises, the Client may not move the Operator's equipment or make any modifications or interventions to the Operator's facilities without the Operator's consent.

8. In the accommodation facility, in the other premises of the Operator or in the premises of the accommodation facilities, the client may not use his own electrical appliances without the Operator's consent.
9. For security reasons, the client is not entitled to leave children under 10 years of age without the supervision of an adult in the accommodation facility or in other premises and premises of the accommodation facilities. The parent / responsible person is responsible for the safety and damages caused by children in the accommodation facility or in other premises and premises of the accommodation facility.
10. The Client is not authorized to bring arms and ammunition to the premises of accommodation facilities or accommodation facilities.
11. From 23:00 to 6:00, the client must strictly observe night peace throughout the premises and in the accommodation facility.
12. Accommodation of animals is allowed only by exception and for an additional fee as agreed with the Operator. The dog owner / responsible person is responsible for damages and pollution caused by the dog.
13. In accommodation facilities it is strictly forbidden to smoke and use any narcotic and psychotropic substances. The operator is entitled to charge an amount of EUR 100 for breach of this prohibition. Smoking is only allowed in designated areas.
14. If the Client is provided with a parking space for the Client's motor vehicle parking on the premises of the accommodation facilities, the Operator shall not be liable for the loss or any damage to the Client's motor vehicle and the items contained in that motor vehicle. Parking in the area is possible only in reserved places!
15. Visits of guests are recorded in the book Visitors. Visits must be reported immediately upon arrival. Visits are required to leave the premises by 22:00. In case of non-observance of this regulation, visitors or residents will be charged the amount per night according to the respective price list.
16. According to Act no. 219/1996 Coll. a ban on the sale and serving of alcoholic beverages to persons under 18 years of age and to those who are clearly affected by alcohol.
17. It is forbidden to open fire, fireplaces, grills or manipulate with fire in any area of accommodation facilities. An exception is the Oddy Villa / Cottage, where it is possible to use the grill, which is part of the facility only in the designated outdoor areas.
18. The Client receives complaints from clients and any suggestions for improvement of the Operator's activities in writing.
19. Upon arrival at the accommodation, the client is obliged to check the condition of the accommodation. Any damage or irregularities must be reported immediately to the reception.
20. Upon leaving the room, the client is obliged to close the water closures, turn off the electric lighting and other appliances (radio, TV, etc.) in the room and adjacent areas and close the door.
21. Accommodation must be handed over as received = no damage to structures and equipment, room equipment in the same place and in the same number as on arrival, kitchen utensils washed, dry and stored in the appropriate place. In case of non-observance of these conditions, the operator reserves the right to an additional fee for services beyond the agreed limits. Additional service - washing and storing kitchen utensils, or moving furniture to their original location is charged a one-time fee of 20 €. In the event of any damage to the accommodation, the client is obliged to report this situation at the reception before checking out.
22. The client is not allowed to take in the room sports equipment and objects for which a place is reserved.
23. If the guest causes damage to property to the accommodation facility, the Operator is entitled to financial compensation on the spot. The amount will be specified on the basis of the purchase price. In the event that the Operator and the guest do not agree immediately and voluntarily on the spot, the Operator has the right to call a police patrol to solve the damage.

24. In the event of a breach of the obligations and prohibitions referred to in this Article of the General Terms and Conditions / Accommodation Rules, the Operator is entitled to require the Client to pay a contractual penalty of € 100 for each individual breach of obligations.

## **6. Withdrawal, order cancellation and cancellation**

1. The Client has the right to withdraw from the contract at any time prior to commencement of the accommodation by written notice to the Operator. Any changes to the confirmed order must be reported no later than 48 hours prior to arrival.
2. Cancellation fee for cancellation of reservation:
  1. Cancellation 30 days before the date of the first service is 33% of the price of the stay.
  2. Cancellation less than 3 days before the date of the first service is 100% of the price of the stay.
3. If the client does not enter the residence, he is obliged to pay 100% of the price of the stay.
3. In the event that the client arranges compensation for himself, he is exempt from the cancellation fee.
4. The operator shall be entitled to withdraw from the contract if:
  1. a force majeure event or other circumstances arise for which the Operator is not responsible, which makes the performance of the contractual obligations impossible;
  2. when booking the accommodation, the client has provided misleading or false information regarding the material facts for the conclusion of the contract;
  3. The Operator reasonably considers that the use of its services could jeopardize the operation of the facility, the safety of third parties or the seriousness and reputation of the Operator and the accommodation facilities.
5. If the Operator withdraws from the contract, the Client is not entitled to compensation, compensation or damages.

## **7. Privacy**

1. Client in accordance with the provisions of Act no. 18/2018 Z.z. on the protection of personal data, as amended, declares that he / she has been acquainted with the rights and obligations relating to the acquisition and processing of personal data by the Operator pursuant to this Act.
2. The Client grants the Operator consent to obtaining, processing and storing the Client's personal data specified in the request for accommodation reservation in the accommodation facilities or in the order, in order to secure and provide services ordered by the Operator to the Client necessary time.
3. By providing personal data, the client gives his / her consent for their storage in the company database and information system. To ensure the protection of personal data, the Operator has prepared safety documentation. Only persons instructed in accordance with the law work with personal data.
4. All personal data collected during the visit to the Operator's website are processed in accordance with the law.
5. The Operator declares that it does not sell, trade or in any other way provide the Client's personal data to third parties,
6. In order to increase the security of the residents, the premises of the accommodation facilities are monitored by a 24/7 camera security system in accordance with the above-mentioned Personal Data Protection Act.
7. The Client's withdrawal may be withdrawn in writing with or without giving a reason.

## **8. Final provisions**

1. If any provision of these GTC is or becomes invalid or unenforceable, it shall not affect the legality, validity or enforceability of the remaining provisions of these GTC, unless the significance or other circumstances relating to the invalid provision of these GTC mean that the provision is not possible separated from the remaining provisions of these GTC.
2. These GTC and the legal relations arising from them shall be governed by the law of the Slovak Republic.
3. These GBT come into force and effect on 1.1.2019.

The Client confirms that the General Terms and Conditions are known to him and that he agrees with their contents by delivering the reservation, confirming it and subsequently paying the deposit or stay for the services.

Mgr. Vladimíra Gašparová  
Managing and owner of accommodation facilities operated by Tília Tatry s.r.o and Oddy s.r.o

In Nová Lesná, 1.1.2019