# **General Terms and Conditions**



#### **Introductory provisions**

- 1. These general terms and conditions (hereinafter referred to as the "GTC") aim to create the legal framework for relationships between Ekostavby, s.r.o., Chrenovská 14, 949 01 Nitra, Company ID: 31697348, VAT Registration No: SK2020509359, entered in the Commercial Register of the District Court in Nitra, Section: Sro, Insert No.: 11236/N (hereinafter "Ekostavby s.r.o., Nitra"), a company operating a hotel called Park Hotel Tartuf\*\*\* Beladice, and the hotel's guests to whom Ekostavby s.r.o. provides services, with the intention of communicating to them the terms whereunder these services are provided.
- 2. These GTC are an integral part of each contract whereby Ekostavby s.r.o., Nitra undertakes to provide services at Park Hotel Tartuf<sup>\*\*\*</sup> Beladice and guests there are committed to pay the stipulated rates.
- 3. Upon their disclosure, these GTC become binding upon the parties to the legal relationship at the moment when ordered services have been arranged.

# **Definition of Terms**

- 1. "Guest" means any individual or legal entity entering into a contract with Ekostavby s.r.o., Nitra whose subject matter is the provision of services at Park Hotel Tartuf\*\*\* Beladice.
- 2. "Hotel" is Park Hotel Tartuf\*\*\* Beladice, Pustý Chotár 495, 951 75 Beladice operated and owned by Ekostavby s.r.o., Nitra.
- 3. "Service" means any activity provided by Ekostavby s.r.o., Nitra consistent with its registered trades, and especially accommodation, catering, wellness and convention services.
- 4. "Group Booking" generally means four (4) or more rooms jointly booked under a single reservation number.
- 5. "Early Booking" means a reservation booked twenty-one (21) or more calendar days prior to arrival.
- 6. "Event" means any social event involving a larger number of people which is associated with the provision of several types of Services. Unless otherwise stipulated, the organizer is considered to be whoever is arranging the event.
- 7. "Force Majeure" is a hindrance occurring independently of the will of Ekostavby s.r.o., Nitra, preventing the company, as supplier, from fulfilling its duty, if it cannot be reasonably assumed that the supplier could have prevented or overcome such a hindrance and its effects, and accordingly could have anticipated such a hindrance at the inception of the duty.

# **Entering into the Contract**

- 1. The service contract is concluded on the date when a Guest's reservation has been confirmed by Ekostavby s.r.o., Nitra.
- 2. By entering into a contract with the Guest, Ekostavby s.r.o., Nitra guarantees to provide the Guest with Services in the stipulated scope and quality.
- 3. All service contracts concluded between Ekostavby s.r.o., Nitra and a Guest are governed by these GTC. These GTC are binding for all Services provided at the Hotel which are conducted between Ekostavby s.r.o., Nitra and a Guest, unless expressly excluded in an individual

contract. In the case of any inconsistency between the provisions of a service contract and these GTC, what is shown on the service contract shall prevail.

# Accommodation Services - individual guests

- 1. Unless otherwise agreed between a Guest and Ekostavby s.r.o., Nitra in a concluded service contract, Ekostavby s.r.o. shall have the reserved room ready for the Guest to occupy by 2:00 pm of the agreed date of arrival.
- 2. The Guest is obliged on the agreed date of departure to vacate the room at latest by 10:00 am, unless the service contract stipulates a different time. If the room is vacated later than 10:00 am, Ekostavby s.r.o., Nitra shall be then entitled to charge EUR 20.00 for each hour begun with the room not vacated.
- 3. A Guest's stay at the Hotel shall be governed by the Hotel's operating rules and the Guest is obliged to comply therewith.
- 4. If Ekostavby s.r.o., Nitra discovers damage in a room at the Hotel after a Guest has vacated it, the Guest shall be then obliged to reimburse for such damage caused.
- 5. Ekostavby s.r.o., Nitra is entitled when rooms are booked to charge a Guest's credit card and hold funds in the amount corresponding to the applicable cancellation fee for use as a deposit.
- 6. All rooms in the Hotel are non-smoking. Smoking is only permitted at designated places outside the Hotel. Ekostavby s.r.o., Nitra is entitled to charge EUR 100.00 for smoking in any other common area not therefor designated.
- 7. Children under six (6) years of age sleep in existing beds at no charge and are entitled to breakfast free. Children over six years of age are required to have either their own bed or an extra bed brought into the room. The rate for an extra bed is EUR 20.00 per night including breakfast for a child or adult.
- 8. In the case of Early or Group Booking by a Guest, Ekostavby s.r.o. is entitled to hold funds from the Guest's credit card for the full amount payable for the booking, within seven (7) days after the reservation has been booked. An Early Booking may be canceled in accordance with the terms of the price category for which the Guest has opted. If a reservation is canceled in the period when a 100% cancellation fee would be charged, then the advance payment will be refunded less the cancellation fee, with no possibility to change the booking. If a Guest fails to check into the Hotel on the arrival date, the reservation shall be then canceled with no return of the advance payment.

# **Accommodation Services - groups**

- 1. Unless otherwise stated in the contract, the same conditions apply for group accommodations as for individual guests.
- 2. Ekostavby s.r.o., Nitra is entitled, in accordance with its terms, to request advance payment in full for the reservation of services, within seven (7) days after the reservation has been booked. Group reservations may be canceled at no charge up to 30 days prior to arrival. The advance payment will not be refunded for any reservation canceled after that time and there will be no possibility to change the booking. If a Guest fails to check into the Hotel on the arrival date, the reservation shall be then canceled with no return of the advance payment.

# **Other Points of Agreement**

1. Ekostavby s.r.o., Nitra is liable for damage caused to whatever articles the Guest brings into the Hotel, so long as they have been either brought into rooms reserved for accommodation or deposited in a place reserved for such articles, or if Ekostavby s.r.o., Nitra undertakes the

safekeeping thereof, upon confirmation. Every room has a safe available for a Guest to keep these articles or the Guest may leave them for safekeeping in the reception area. Ekostavby s.r.o. is liable for valuables up to the amount provided therefor in the Civil Code.

- 2. The provision of a place for a Guest to park his or her passenger vehicle in the Hotel's parking area does not constitute a safekeeping agreement. The Hotel is not liable for the loss of, or damage to, a parked or moving motor vehicle, except for intent or gross negligence.
- 3. The Hotel is not liable for accidents during Events or programs of any type, unless the hotel has acted grossly or with negligence or intent.
- 4. Any articles found will be returned to the Guest only if he or she sends a written request. They will be kept by the Hotel for one (1) month. After a month has passed, articles with a discernible value will be surrendered to the competent public authority, with Ekostavby s.r.o., Nitra entitled to dispose of all other articles as it sees fit.

# **Final Provisions**

- 1. Any contractual relationship not covered in either these GTC or any individual service contract shall be governed by applicable provisions of the Commercial Code, unless the law provides otherwise. In the case of any inconsistency between the provisions of a service contract and these GTC, what is shown on the service contract shall prevail.
- 2. The Parties shall undertake to resolve any disputes arising from the contractual relationship between them preferably by agreement.
- 3. Ekostavby s.r.o., Nitra and the Guest acknowledge that any potential disputes arising between them under the law and in respect thereto will be governed by the laws of the Slovak Republic.
- 4. No amendment or modification to a concluded written agreement or to these GTC shall be or have become effective unless it has been put in writing.
- 5. Should any provision of these GTC be or become ineffective or invalid, this shall not affect the validity of the remaining clauses.
- 6. These GTC come into force and enter into effect on August 1, 2017.