

General Terms and Conditions
*Hotel pod Lipou RESORT*****

1. INTRODUCTORY PROVISIONS

1. These General Terms and Conditions (hereinafter the “**GTC**”) are issued with reference to the provision of Section 273 par. 1 of Act No. 513/1991 Coll. of the Commercial Code by **Pod Lipou s.r.o.**, company ID: 55 670 865, with its registered office at Gorazdova 34, 811 04 Bratislava, registered in the Commercial Register of the District Court Bratislava III, Section Sro, Insert No.: 171854/B, the company that is the operator of **Hotel pod Lipou RESORT******, located at Harmónia 3018, 900 01 Modra.
2. For the purposes of these GTC, these terms shall have the following meaning:
 - a) **Provider** - **Pod Lipou s.r.o.**, company ID: 55 670 865, with its registered office at Gorazdova 34, 811 04 Bratislava, registered in the Commercial Register of the District Court Bratislava III, Section Sro, Insert No.: 171854/B,
 - b) **Hotel** - Hotel pod Lipou RESORT**** located at Harmónia 3018, 900 01 Modra,
 - c) **Client** - any natural or legal person who concludes a Contract with the Provider,
 - d) **Guest** – any natural or legal person who uses a Service, while the Guest can also be the Client and vice versa,
 - e) **Service** - any service provided by the Provider in the Hotel, especially accommodation, catering, wellness and congress services,
 - f) **Event** - a social/corporate event, which is usually attended by more than 10 Guests and which is connected with the provision of several types of Services,
 - g) **Contract** - any two- or more-party legal act, the subject of which is the Provider's obligation to provide Services to the Client and/or Client-designated Guests and the Client's obligation to pay the Provider an agreed price, reward or otherwise indicated remuneration (hereinafter the "**Price**"), including a contract concluded only in the form of the Client's order accepted by the Provider or otherwise. A framework contract or a legal act designated in a different way, the content or purpose of which is the repeated provision of Services in the future, shall also be considered the Contract.
3. These GTC and their individual provisions shall apply to any legal relationships established by the Contract, unless otherwise agreed in the Contract. These General Terms and Conditions form an integral part of every Contract concluded between the Provider and the Client, as long as **(i)** they are referred to in the Contract, the Client's order or acceptance by the Provider or **(ii)** these GTC are attached thereto or **(iii)** the Client is familiar with these GTC from any previous business relationships with the Provider or otherwise. By concluding the Contract, the Client agrees that these GTC form an integral part of the Contract. If any provisions of the Contract deviate from these GTC, an agreement in the Contract shall take precedence and the conflicting provision of these GTC shall not be applied.
4. The use of deviating provisions of these GTC or otherwise marked other terms and conditions of the Client shall be excluded.

II. CONCLUSION OF THE CONTRACT

1. The conclusion of the Contract shall mean an agreement between the Provider and the Client on the provision of one or more Services, concluded in any form, including paper, electronic, fax, or using the Internet reservation system operated by the Provider or third parties on behalf and/or for the account of the Provider.
2. By concluding the Contract, the Client shall be obliged to pay the Provider the agreed price, and the Provider undertakes to provide the Client with Services within the agreed scope. Provision of Article IV. clauses 5 and 6 of these GTC shall not be affected by the provisions of the previous sentence.
3. The Client shall be responsible for the proper and timely fulfilment of its obligations arising from the Contract, regardless of whether it is also a Guest or not. The Client together with the Guest as a possible guilty party shall be jointly and severally liable for any damage caused to the Provider, as long as such Guest – guilty party - uses the Services on the basis of the Contract concluded by the Client.

Special provisions for concluding the Contract in electronic form

4. If the Client is interested in ordering Services in electronic form, the Client shall place an order via the Provider's website by filling in and sending a reservation and/or a contact form in the reservation system of the Provider. The Client may also order Services via electronic mail (e-mail). The Client shall be obliged to properly fill in the reservation and/or contact form with all required data. The Client shall be obliged to specify the text of the order in the contact form and/or in the text of the e-mail. The reservation and/or contact form are available on the Provider's website www.hotelpodlipou.sk.
5. The Client shall be obliged to send an order to the Provider via the Internet using a completed reservation and/or contact form and/or e-mail. The delivery of such an order to the Provider shall be considered a proposal for the conclusion of the Contract.
6. Since the reservation of the Provider's Services is ensured by the use of several information systems, there may occasionally be a situation where a Service ordered/reserved by the Client is not available. In this case, the Provider undertakes to provide the Client with a Service of the same standard. If this is not possible or if the Client does not agree to the alternative Service offered, the Client shall be entitled to a refund of the entire deposit.
7. During the stay, the Client shall only be entitled to Services to the extent resulting from the Contract on condition they have been fully paid for. All stay packages and accommodation with breakfast shall be limited to fixed beds only. In case of accommodation with an extra bed, it is essential that the additional Services (an extra bed, half board, etc.) be properly supplemented when booking the additional Services by the Client in the number corresponding to the number of nights of stay. Otherwise, the Client shall not be entitled to claim these Services and in case they are provided, their price shall be added and charged to the Client additionally, usually during the stay, but when leaving the Hotel at the latest. The decisive factor in this case shall be a confirmation of the reservation, which the Provider's reservation system generates automatically in the third step of the reservation for both the Provider and the Client. In case of free capacity of the Provider, the Client shall be entitled to extend the already

- reserved Services even after the initial reservation has been made.
8. The condition for a binding reservation of Services is the payment of a deposit in the amount of 100% of the price of the ordered Services, which are generated by the reservation system of the Provider during the reservation. In case of non-payment of the deposit according to the previous sentence, the reservation of the Services shall be automatically cancelled in full.
 9. After payment of the full price of the reserved Services, the Provider shall issue a reservation confirmation for the Client and send it to the Client's e-mail address.

III. ACCOMMODATION AND OTHER SERVICES

Accommodation Services

1. The Provider shall be obliged to make the reserved room available to the Client or the Guest designated by the Client from 2:00 p.m. on the agreed day of arrival. The Client shall be entitled to hand over the reserved room before the specified date unless otherwise expressly agreed in writing with the Provider. In case of an earlier handover of the room, the Provider shall be entitled to charge the Client a fee according to the current price list or according to an individual agreement between the Provider and the Client.
2. The Guest shall check in at the Hotel reception immediately upon arrival. The Guest shall be obliged to present an identity document to the Hotel employee.
3. The Guest shall be obliged to vacate and leave the room on the agreed day of departure no later than 10:00 a.m., unless otherwise agreed in writing in advance. In case of a late vacation of the room, the Provider shall be entitled to charge the Client a fee according to the current price list or according to an individual agreement between the Provider and the Client.
4. The Client, or the Guest designated by the Client, shall be obliged to notify the Provider of any deficiencies, discrepancies or reservations regarding the accommodation immediately after discovering them by reporting them at the Hotel reception. Likewise, the Client, or the Guest designated by the Client, shall be obliged to proceed accordingly in case that any damage to the room or its inventory is detected. The Client shall be responsible to the Provider for any damage to the room or its inventory that is detected after the end of the stay without the Client or the Guest designated by the Client notifying the Provider of these facts in the manner indicated in the previous sentence.
5. After the end of the stay, the Guest shall be obliged to leave the room in the state in which it was at the beginning of the stay, taking into account the usual use.
6. The detailed conditions of the Guest's stay in the Hotel and the use of its individual parts and facilities shall be governed by the accommodation rules and other operational regulations of the Hotel, which every Guest shall be obliged to follow.

Other Services

7. Other Services provided at the Hotel shall be provided in accordance with the conditions agreed in the Contract and according to the instructions of the relevant staff at the Hotel. Guests shall also be obliged to comply with the Hotel's operating regulations, as long as they have been issued for a specific Service.

8. Any Services that have the nature of an attraction shall be provided to Guests at their own risk. The Provider shall not be responsible for any damage caused to the Guest, which does not originate from a proven violation of the Provider's obligation arising from a generally binding legal regulation.

Events

9. Unless agreed otherwise in the Contract, in order to secure and properly prepare the Event, the Client shall be obliged to send the Provider complete documents including a full specification of the requirements regarding the agreed Services no later than 10 days before the Event.
10. Any change in the type and scope of the required Services compared to the type and scope agreed in the Contract shall only be possible in writing. The Client shall have no legal right to change the type and scope of the requested Services without further ado.
11. In case that the Event requires the operation of the Hotel even after 12:00 a.m., the Provider shall be entitled to a fee in the amount according to the current price list.
12. Food and drink prices cannot be guaranteed earlier than 60 days before the Event. Based on the above, the Provider reserves the right to change the price of food and drinks in relation to Events that will take place later than 60 days after the conclusion of the Contract, but not by more than 15% compared to the prices at the time of the conclusion of the Contract.
13. Neither the Client nor the Guests shall be entitled to consume their own food or drinks at the Event with unless agreed in advance with the Provider in writing. In such cases, the Provider shall be entitled to charge a service surcharge according to the current price list.
14. The Client shall be obliged to pay the Provider also for food, drinks and other Services consumed by Guests at the Event beyond the scope agreed in the Contract, unless the Client expressly agreed in the Contract to prohibit the ordering of additional Services by Guests at the Event at the Client's expense.
15. The use of any subjects of intellectual property rights (music, films, etc.) at the Events shall always be the sole responsibility of the Client. The Client shall be obliged to settle any obligations connected with the use of intellectual property subjects at the Event, whether towards authors, other owners of rights to intellectual property subjects, organizations for the protection of copyrights, at its own expense and responsibility.
16. The Provider shall be entitled to withdraw from the Contract the subject of which is the provision of Services in connection with the Event at any time if it becomes aware of a threat that **(i)** the Event or behaviour (conduct) of performers or Guests whose participation at the Event is expected are individually or jointly capable of interfering with the rights or legally protected interests of other natural persons or legal entities (including the Provider) or otherwise violating generally binding legal regulations, or that **(ii)** the spread of extremist ideology, materials or opinions may occur at the Event, or **(iii)** any other form of public order disturbance may occur. If the facts mentioned in the previous sentence are discovered during the Event, the Provider shall be entitled to prohibit the further continuation of the Event and stop the provision of Services for the purposes of the Event. In the cases specified in this paragraph of the GTC, the Client shall not be entitled to compensation for any damage caused in causal connection with the exercise of the Provider's authorizations. The Client's obligation to pay for all

ordered Services to the extent specified in the Contract shall not be affected by this.

17. Any public promotion of the Event (including political, religious and sales Events), which directly or indirectly connects or allows to connect the Event with the Hotel or the Provider (including visual, audio or text form of promotion containing a reference to the name, address or image of the Hotel), requires the prior written consent of the Provider.
18. The Provider has exclusive rights to all images and photographs published on the Hotel's website. Any handling of the above shall be subject to the prior written consent of the Provider.
19. Audio, visual or audio-visual recordings on which audio, visual or audio-visual communication of Guests/Clients may be recorded may be made for the Hotel's marketing, promotional and advertising purposes in the premises of the Hotel and these recordings may subsequently be published on websites and promotional materials of the Hotel. The Guest/Client acknowledges and agrees to such creation and use of audio, video or audio-visual recordings, without the need for further special consent.
20. If, at the request of the Client, the Provider procures technical and other equipment from third parties for the purposes of the Event, the Provider shall always act in the name and on behalf of the Client. The Provider shall not thereby incur any obligations towards third parties and any claims of third parties arising from the use of such equipment at the Event shall be claims only against the Client.
21. The use of electrical, electronic, technical and any other equipment and objects belonging to the Client or third parties requires the prior written consent of the Provider before using them at the Event. The Provider reserves the right to separately charge for the use of such equipment that increases the cost of electricity supply above the rate determined by the Provider or increases any other operating costs of the Hotel.
22. The Client shall be fully responsible for any malfunctions or damage to technical and other equipment belonging to the Hotel and shall be obliged to pay all costs associated with putting this equipment into its original working condition. The Provider, through its employees or third parties, shall be entitled to inspect such equipment and impose measures to prevent any malfunctions and damage and the Client shall be obliged to tolerate and comply with such measures.
23. The Client shall be fully responsible for the safety of technical, electronic, electrical or any other devices and objects not owned by the Provider that are or will be used at the Event (hereinafter the "**Items brought in**").
24. Any item brought to the Event, including decorations, must be in a technical condition that allows for its planned use, in accordance with generally binding legal regulations and applicable technical standards. The Client shall be fully responsible for complying with the obligations specified in the previous sentence.
25. Any items brought in shall be removed immediately after the Event. If the Client fails to fulfil this obligation or is in arrears with fulfilling it, the Provider shall be entitled to charge the Client a rent in the amount according to the current price list. In case the Client is in arrears with removing the items brought in for a period longer than 3 days and this period is not agreed for another period with the sales manager, the Provider shall be entitled to destroy the items at the Client's expense or sell them to the first person interested in the purchase for a price he/she offers. The Provider shall be

obliged to give the proceeds from the sale to the Client after deducting the Provider's claims. For the avoidance of doubt, it is stated that in case the Client is in arrears with removing the above items from the Hotel, the Provider shall not be obliged to maintain any degree of care in relation to the said items.

IV. PRICE, TERMS OF PAYMENT

1. The price list of Services is available at the Hotel reception. A price other than that stated in the price list of Services is valid only if it has been individually negotiated.
2. The prices listed in the price list of Services are final, inclusive of value added tax, but exclusive of local taxes.
3. Unless expressly agreed otherwise in the Contract (including these GTC), the Client shall be obliged to pay for all Services agreed in the Contract, regardless of whether and to what extent they have actually been used by the Client.
4. Unless expressly stated otherwise in the Contract (including these GTC), the Client shall be obliged to pay 100% of the price of the agreed Services before they are provided, usually immediately after they are ordered. In case of catering Services the payment is usually made immediately after they are provided. Services can be paid for by bank transfer, debit or credit card or payment based on an advance invoice. The payment details are listed on the advance invoice or in the payment gateway for payment by credit/debit card or bank transfer.
5. If the subject of the Contract is the provision of exclusively or mainly accommodation Services and it is not expressly agreed otherwise in the Contract, the Provider shall become bound by the Contract only after the payment of 100% of the price of the agreed Services has been made by the Client. Until then, the Provider shall be entitled to offer the accommodation capacities ordered by the Client, but not paid within the due date, to other clients, while the Provider's responsibility for any consequences for the Client due to the occupation of the accommodation capacities that the Client has ordered but has not paid within the due date shall be excluded.
6. If the subject of the Contract is the provision of Services related to the organization of an Event and it is not expressly agreed otherwise in the Contract, the Provider shall become bound by the Contract only after the payment of 50% of the price of the agreed Services has been made by the Client. Until then, the Provider shall be entitled to offer the Services related to the Event ordered by the Client, but not paid within the due date, to other clients, while the Provider's responsibility for any consequences for the Client due to the occupation of the capacities for the provision of Services related to the Event that the Client has ordered but has not paid within the due date shall be excluded.
7. The Provider may allow the Client to use Services (usually other than accommodation Services) via a debt account opened at the Client's expense, usually identified by the Hotel room in which the Client is staying. If the debt for the Services provided on the account opened in this way exceeds the amount of EUR 300, the Client shall be obliged to pay the price for the Services provided so far immediately upon request of the Hotel staff.
8. The price of the Services shall be charged by the Provider via an invoice issued in accordance with generally binding legal regulations.

9. In case the Client is in arrears with the payment of his/her financial obligations towards the Provider arising on the basis of or in connection with the Contract, the Provider shall be entitled to demand that the Client pay a contractual penalty in the amount of 0.05% per day of the amount due for each day of delay.
10. The Client shall not be entitled to set off any payable and/or unpaid monetary claims against any claims of the Provider without the written consent of the Provider.
11. At the Client's request, the Provider may issue a gift voucher for the provision of Services. The gift voucher can be used during its validity period for the provision of the Services listed in it. If the gift voucher does not identify the Services for which it can be used, it can be used for any Services. The unused amount of the gift voucher cannot be exchanged for money.
12. The gift voucher can only be used until the date stated thereon. The expiration of this period shall result in the expiration of the validity of the gift voucher and no further Services may be used on the basis thereof.
13. The Client shall not be entitled to a refund for purchased and paid gift vouchers for any hotel Services.
14. Regardless of the method of payment of the price of Services by the Client, the refund from the Provider, if the Client is entitled thereto in terms of the Contract (including these GTC), shall always be made by bank transfer from the Provider's account. The Provider shall be entitled to reduce this monetary payment by all costs incurred in the causal connection with the Client's original payment (bank fees, service fees for card payments, other fees associated with the payment, etc.).

V. WITHDRAWAL FROM THE CONTRACT, TERMS OF CANCELLATION

1. The Client shall be entitled to withdraw from the Contract only under the conditions specified in these GTC, unless the generally binding legal regulation or the Contract expressly states the Client's right to withdraw from the Contract for another reason.
2. In case that the subject of the Contract is the provision of exclusively or mainly accommodation Services, the Client shall be entitled to withdraw from the Agreement:
 - a) free of charge if he/she withdraws from the Contract no later than on the 7th day prior to the start of the accommodation;
 - b) for a (cancellation) fee in the amount of 50% of the price of the Services constituting the subject of the Contract in case of withdrawal from the Contract between the 7th and 3rd day (inclusive) prior to the start of the accommodation;
 - c) for a (cancellation) fee in the amount of 100% of the price of the Services constituting the subject of the Contract in case of withdrawal from the Contract less than 2 days (including) prior to the start of the accommodation.The cancellation fee according to the previous sentence represents a flat-rate compensation of the Provider for the futile reservation of Services in favour of the Client and a compensation for the damage incurred by not being able to offer the accommodation capacity reserved by the Client to other clients.
3. If the subject of the Contract is the provision of Services in connection with the organization of an Event, the Client organizing the Event shall be entitled to withdraw from the Contract for a (cancellation) fee in the amount of 50% of the price of the Services constituting the subject of the Contract. The cancellation fee according to the

previous sentence represents a flat-rate compensation of the Provider for the futile reservation of Services under this Contract in favour of the Client and a compensation for the damage incurred by not being able to offer the reserved capacity of the Hotel to other clients. In case that the Client withdraws from the Contract at a time when the Provider has already incurred or has committed to incur costs associated with the organization of the Event in relation to its suppliers for the procurement of food, beverages, technical or other equipment or any other costs related to the Event, which the Provider cannot use otherwise, the Client shall be obliged to compensate the Provider for these costs in full.

4. The Provider shall be entitled, without further ado, to set off its right to the payment of the cancellation fee against the Client's claim for the refund of the already paid price of the cancelled Services.
5. The actual number of confirmed rooms before the event can be reduced by a maximum of 10% in comparison to the binding order up to 3 days before the start of the accommodation (outside the start day). For canceled rooms beyond the given numbers, the rooms will be charged as a cancellation fee in full. Rooms canceled later than 3 days before starting the event (outside the start day) will be charged as a full cancellation fee.
6. In addition to other reasons resulting from the Contract (including these GTC) or a generally binding regulation, the Provider shall also be entitled to withdraw from the Contract if:
 - a) the Client is in arrears with the payment of the price of the Services according to the Contract;
 - b) if the fulfilment of the Provider's obligations becomes impossible due to reasons consisting of an obstacle that occurred independently of the Provider's will and prevents it from fulfilling its obligations arising from the Contract if it cannot be reasonably assumed that the Provider would avert or overcome this obstacle or its consequences;
 - c) The Client or Guest/Guests using the Services on the basis of the Contract concluded by the Client behave in the Hotel in such a way that violates generally binding legal regulations or the provisions of the Contract (including these GTC), the accommodation rules and other operating regulations of the Hotel or good manners (especially if they damage the property of the Provider or other Guests or other their behaviour interferes with the rights and legally protected interests of the Provider or other Guests) and do not abandon this conduct despite the request of the Hotel staff.
7. In case that the Provider withdraws from the Contract during the provision of the Services, the Provider shall be entitled to demand that the Guests to whom the Services are being provided on the basis of the cancelled Contract leave the Hotel immediately.

VI. SPECIAL PROVISIONS

1. The Provider shall be responsible for damage caused to the brought or stored belongings of Guests in accordance with the provisions of generally binding legal regulations. Guests shall be entitled to store items of high financial, social or mental value safely in the Hotel's safe for a fee according to the current price list.
2. Unless otherwise agreed in the Contract, provision of the possibility to park the Guest's motor or non-motor vehicle (hereinafter referred to as the "**vehicle**") on land adjacent to the Hotel is charged according to the current price list. The provider is not responsible for any damage caused to the vehicle, including damage caused as a result of force

majeure, theft of the vehicle, or theft of items stored in the vehicle. Unless otherwise agreed in the Contract, it is not possible to reserve a parking place in advance.

3. Smoking is allowed only in the reserved area of the Hotel. Smoking is prohibited in any other areas of the Hotel, including all internal operations and rooms.
4. Guests may not use their own electrical appliances with an input power of more than 1000 W, unless it is the use of ordinary consumer electronics - e.g., mobile phone, laptop, tablet, etc., in the premises of the Hotel.
5. From 10:00 p.m. until 7:00 a.m., all Guests shall be obliged to observe silent hours in the Hotel.
6. Guests shall not be obliged to move any equipment or make any modifications in any part of the Hotel without the prior written consent of the Provider.
7. Adult Guests shall be responsible for the safety of minor Guests whom they accompany during the entire stay in the Hotel.
8. No substances and materials of a dangerous nature may be brought into the Hotel, including explosives, ammunition, corrosive, poisonous or toxic substances, infectious or radioactive materials, drugs and their precursor.
9. Upon request, the Hotel staff shall receive messages, letters and parcels on behalf of Guests. The Hotel staff shall send the parcels to Guests by mail at their request, for a fee according to the current price list.
10. Any found items shall be stored in the Hotel for a maximum of six months. After the expiration of the period mentioned in the previous sentence, any found items of negligible value (up to 20 euros per item) shall be discarded. Other items shall be handed over to the competent authorities if they are willing to take them over. Otherwise, they shall be treated as items of negligible value. It is not the Provider's obligation to search for the owner of any found items. The Guest who is the owner of the lost item shall be obliged to find out on his/her own initiative whether there is an item in his/her possession among the found items. The above shall not apply if the found item or its accessories make it possible to identify the owner without undue effort.

VII. PERSONAL DATA PROTECTION

1. Personal data provided by the Client in the reservation process shall be processed in accordance with Act of the Slovak Republic No. 18/2018 Coll. on protection of personal data, as amended, and other generally binding legal regulations. The provided personal data shall be processed by the Provider in the information system of the service provision agenda in the Provider's facilities constituting the Hotel, to secure the reservation of selected services, settlement, provision and record of mutual fulfilment provided on the basis of the Contract. Personal data shall be provided or made available to third parties only on the basis of legal regulations. Personal data may also be made available under the conditions established by generally binding legal regulations to persons who provide the Provider with the administration, operation or service of individual systems used for personal data processing.
2. Pursuant to Section 13 par. 1 of Act No. 18/2018 Coll. on the protection of personal data and on amendments to certain acts, as amended, by reserving a stay in the reservation system, the Client grants the Provider consent to the processing of personal data that he/she voluntarily provided in the scope specified in the reservation form (name, surname, address, email, date of birth, telephone number) for marketing purposes; in

particular for sending commercial and advertising materials (e.g. "Newsletters"). The Client may revoke his/her consent to the processing of personal data for marketing purposes at any time, e.g., by clicking on the link "Unsubscribe from the newsletter" or in writing at the contact addresses of the Provider.

VIII. FINAL PROVISIONS

1. Legal relationships between the Client and the Provider, or between the Guest and the Provider, shall be governed by the provisions of generally binding legal regulations valid in the territory of the Slovak Republic.
2. The Clients or the Guests who are consumers are entitled to make a complaint about the Services in accordance with the complaint procedure at the Hotel reception or electronically at: info@hotelpodlipou.sk.
3. Any disputes that may arise between the Client and the Provider, or between the Guest and the Provider, shall be finally resolved before the general courts of the Slovak Republic.
4. These GTC can be found at the Hotel reception and at www.hotelpodlipou.sk.
5. These GTC shall be effective as of 13th December 2023. The Provider reserves the right to amend these GTC. Any amendments thereto shall be effective on the date of the new version of the GTC and their publication on the Hotel website www.hotelpodlipou.sk.

In Modra, on 13th December 2023

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*Operator of Hotel pod Lipou RESORT*****
represented by
Boris Guliš
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