

## **TERMS AND CONDITIONS**

### **1**

#### **Introductory provisions**

##### **1.1**

These general terms and conditions (hereinafter referred to as "GTC") apply to accommodation services provided by the operator HI Kongres Hotel Trnava s.r.o., ID: 47 504 714, Športová 2, Žilina 010 01, registered in the Commercial Register of the District Court Žilina, section: sro, insert No.: 60719 / L, hereinafter referred to as "the hotel".

##### **1.2**

The client is advised, in his own interest, to become acquainted with these GTC in order to make a reservation. The hotel operator reserves the right to unilaterally change these GTC, and the change of the GTC is effective from the date of their publication on the hotel operator's website. If the client does not agree with some provisions of these GTC, the hotel operator asks him not to use the services of the hotel operator. By confirming the reservation, the client expresses his unconditional consent to these GTC.

### **2**

#### **Reservation and accommodation services**

##### **2.1**

Reservations can be made by phone or in person at the hotel.

##### **2.2**

In the case of a telephone reservation, we will send you a confirmation to your email.

##### **2.3**

The hotel is obliged to prepare and make available to the client the booked rooms from 15:00. the agreed date of arrival; the client is entitled to provide the booked room before the specified date only if the hotel has agreed to this when confirming the reservation. 2. Reserved rooms that the client did not take over no later than 22.00. on the day of arrival, the hotel is entitled to leave it to another client; this does not apply if the later arrival of the client has been explicitly agreed.

##### **2.4**

When moving into the room, the client is obliged to report any possible deficiencies, irregularities or reservations immediately after finding them at the hotel reception. He is also obliged to proceed if he finds any damage to the room, its equipment or inventory. In the event that the hotel finds damage to the room or its inventory after the client's stay, without the client reporting these facts at the hotel reception, the client is obliged to compensate the hotel for such damage in full.

##### **2.5**

The client is obliged to vacate and leave the room no later than 10:00 on the agreed day of departure. on the agreed departure date, unless otherwise agreed in advance. If the client hands over the room after this deadline, but no later than 5:00 pm, the hotel is entitled to charge a fee of 50% of the price of accommodation (so-called late check out) and after 5:00 pm. full price of accommodation for the next night. The hotel reserves the right to postpone the check out before 10:00, about which it is obliged to inform the client immediately (by e-mail, telephone or in person). If the client decides to cancel their reservation based on this change, the hotel will not claim a cancellation fee.

## 2.6

The hotel is obliged to allow the client to store valuables or items of high financial, social or intellectual value in a safe place in the hotel safe. If the client does not exercise this right, the hotel is only liable to a limited extent for any damage caused by loss, abuse, damage, alienation or otherwise to the extent specified by generally binding legal regulations. The client's right to use the room safe is not affected.

## 2.7

Unless this is excluded from the nature of the matter, the provisions of this article of the GTC also apply to the accommodation conditions of groups, provided that the accommodated guest and the person who made the group reservation are jointly and severally liable for the hotel's obligations.

## 3

### Terms of payment

#### 3.1

For accommodation and services provided, the client is obliged to pay the price in accordance with the valid price list of the hotel, but no later than on the day of termination of the stay on presentation of the account or invoices together with the settlement of the advances provided by the client. For stays longer than seven days, the client is obliged to pay for the entire stay no later than the seventh day of the stay, unless the hotel and the client have agreed otherwise. Account resp. the invoice for the stay is payable upon its presentation to the client.

## 4

### Privacy

#### Privacy protection

#### 4.1

Operator HI Kongres Hotel Trnava s.r.o., Company Identification Number: 47 504 714, Športová 2, Žilina 010 01, entered in the Commercial Register of the District Court Žilina, Section: sro, File No. : 60719 / L, (hereinafter referred to as HI Kongres Hotel Trnava s.r.o.,) performs the processing of personal data in accordance with generally binding legal regulations of the Slovak Republic, in particular in accordance with Act no. 18/2018 Z.z. on the protection of personal data and on the amendment of certain laws as amended by Act no. 84/2014 Coll. in the current and valid wording (hereinafter referred to as the "Act").

#### 4.2

The operator, the company HI Kongres Hotel Trnava s.r.o., processes clients' personal data for the purpose of booking, selling the use of services by clients in the operator's accommodation facilities and controlling their use. Personal data is processed for the time necessary to fulfill the purpose of processing - booking, selling the use of services by clients in the accommodation facilities of the operator and controlling their use, but for a maximum of two years from the collection of this data. Personal data processed for the purpose of booking, sale of the use of services by clients in the accommodation facilities of the operator and control of their use are the operator HI Hlgres Hotel Trnava s.r.o., processed on the basis of § 10 par. 3 letter b) of the Act without the consent of the persons concerned.

#### 4.3

The operator, HI Kongres Hotel Trnava s.r.o., processes the client's personal data for marketing purposes, in the case of their explicit consent, which the client can give by filling in the data when booking.

#### 4.4

The scope of personal data processed for marketing purposes includes: name and surname, e-mail address, mobile phone number. The client by filling in the data when booking in accordance with § 11 par. 1 of the Act authorizes the operator to provide the processed personal data in the scope of name and surname, e-mail address, mobile telephone number to its business partners. At the same time, the client gives the operator consent to the transfer of personal data abroad within the European Union. The operator, HI Kongres Hotel Trnava s.r.o., undertakes not to handle personal data in violation of generally binding legal regulations. Consent to the processing of personal data is granted for a period of 3 years and the client may revoke this consent at any time in writing by sending a revocation of consent to the address of the operator's registered office, unless the Act provides otherwise. By giving his consent, the client also confirms that he has been informed of his rights specified in the Act (especially § 28 of the Act), as well as in Act no. 40/1964 Coll. The Civil Code, as amended, in particular information on the status of personal data processing in the information system, the correction of incorrect or outdated processed personal data, the destruction of personal data if the purpose of processing has been met and the destruction of personal data if the Act has been violated, and that the personal data provided by him correspond to the fact and that they are complete, true and accurate and at the same time give consent for a period of 3 years to send business and advertising materials (so-called newsletters) by any electronic form of messages (via e-mail, SMS) relating to the services provided by the operator and its business partners, the client is entitled to revoke the consent at any time by written notice sent to the contact address of the operator or to the email address provided directly in the newsletter.

#### 4.5

During the processing of personal data, the operator HI Kongres Hotel Trnava s.r.o. may perform processing operations that involve the cross-border transfer of the provided personal data abroad within the Member States of the European Union, resp. access to this data from abroad via remote access due to the administration of the information system by intermediaries based in this country. During the transfer, the operator takes care to ensure the maximum protection of personal data by encrypting and using software and hardware tools to secure the transmitted data.

#### 4.6

The operator HI Kongres Hotel Trnava s.r.o., uses high ethical standards and respects the privacy of clients. Except for the provision of data required by law or other generally binding legal regulations, the operator will not provide or make available any personal data to third parties or other recipients without the client's consent. The reservation system currently uses the most modern systems for encrypting sensitive data.

#### 4.7

The operator HI Kongres Hotel Trnava s.r.o., in accordance with the legal regulations of the Slovak Republic, performs all measures and operations for the processing of personal data so that the data subjects are properly and timely informed of their rights, which belong to the legal regulations of the Slovak Republic but also on the basis of European legislation and binding international treaties and conventions. In the event of a legitimate request from the person concerned, the operator shall process the request within 30 days of receipt of the request.

#### 4.8

The data subject shall have the right, in particular on the basis of a written request addressed to the controller, to request information on whether or not his personal data are processed in the controller's information systems, from what source his personal data were obtained, information on the scope or list of personal data processed. liquidation of their incomplete, incorrect or out-of-date personal data, liquidation of personal data whose purpose of processing has already passed or which are subject to processing unjustifiably.

#### 4.9

The data subject has the right to object to the processing of personal data for purposes other than those for which the personal data were lawfully provided and to the processing of personal data which could unduly and reasonably interfere with his or her rights and legally protected interests, if this objection is justified. The Operator is obliged to block and destroy such personal data without undue delay as soon as circumstances allow.

#### 4.10

The data subject has the right to submit a proposal to the Office for Personal Data Protection of the Slovak Republic to initiate proceedings for personal data protection in case of suspected unauthorized processing of personal data.

#### 4.11

The person concerned, who does not have full legal capacity, exercises his rights through a lawyer.

#### 4.12

The rights of the affected person, who is no longer alive, may be exercised by a close person according to special legal regulations of the Slovak Republic.

### 5

#### **Alternative dispute resolution**

#### 5.1

The buyer - the consumer - has the right to contact the seller with a request for correction by e-mail to [reservations@holidayinn-trnava.sk](mailto:reservations@holidayinn-trnava.sk), if he is not satisfied with the way the seller handled his complaint or if he believes that the seller has violated his rights. If the seller responds to this request in a negative manner or does not respond to it within 30 days of its dispatch, the consumer has the right to file a motion to initiate alternative dispute resolution to the ADR entity (hereinafter referred to as the ADR entity) pursuant to Act 391/2015 Coll. ARS entities are bodies and authorized legal entities according to § 3 of Act 391/2015 Coll. The consumer may submit the proposal in the manner specified pursuant to §12 of Act 391/2015 Coll. The consumer can also lodge a complaint through the RSO alternative dispute resolution platform, which is available at [https://ec.europa.eu/info/policies/consumers\\_en](https://ec.europa.eu/info/policies/consumers_en). Alternative dispute resolution can only be used by the consumer, a natural person who does not act within the scope of his business, employment or profession when concluding and fulfilling the consumer contract. Alternative dispute resolution only concerns a dispute between a consumer and a seller arising out of or in connection with a consumer contract. Alternative dispute resolution only applies to distance contracts. Alternative dispute resolution does not apply to disputes where the value of the dispute does not exceed EUR 20. The ADR entity may require the consumer to pay a fee for initiating ADR up to a maximum of EUR 5 including VAT.

## **6**

### **LIABILITY FOR DAMAGE CAUSED ON ENTITLED OR DEFERRED ITEMS**

#### **6.1.**

The hotel is liable for damage caused to items brought in or postponed by clients or for them, unless the damage would otherwise occur. Items are brought into the premises that have been reserved for accommodation or storage, or which have been handed over to one of the hotel staff for this purpose.

#### **6.2.**

The hotel is only responsible for jewelry, money and other valuables up to € 331.94. The right to compensation shall lapse if it has not been exercised no later than the fifteenth day after the day on which the injured client became aware of the damage.

## **7**

### **WITHDRAWAL FROM THE CONTRACT**

#### **7.1.**

Either party may withdraw from the contract for reasons explicitly stated in the contract.

#### **7.2.**

The hotel may also withdraw from the contract for the following reasons, unless these or some of them are expressly excluded in the contract as reasons for withdrawal:

- a) this right has been agreed in writing with the client;
- b) the client does not insist on performance by the hotel;
- c) more than 90 days have elapsed before the scheduled start of service;
- d) there are circumstances for which the hotel is not responsible and which make it impossible to fulfill the contract,
- e) the client has liabilities to the hotel after the due date;
- f) a prepayment or advance payment has been agreed upon booking and the client has not fulfilled his obligation in time;
- g) the services have been ordered or booked for providing false, misleading, false or misleading information about the client or other material facts;
- h) the hotel has a reasonable reason to believe that the use of hotel services could jeopardize the proper operation of the hotel, the safety of the hotel, its employees or clients, damage the reputation or seriousness of the hotel to the public without legitimately attributing it to the owner, resp. the governing body of the hotel.

## **8**

### **Final provisions**

#### **8.1.**

These GTC and the legal relations established on the basis of them are governed by the law of the Slovak Republic.

#### **8.2.**

Should any provision of these GTC be or become invalid, ineffective or unenforceable, such invalidity, ineffectiveness or unenforceability shall not affect the validity and effectiveness of other provisions of these GTC.

8.3.

Upon confirmation of the reservation, the client expresses his consent to these GTC and undertakes to comply with them. The hotel operator reserves the right to change these GTC. The obligation to notify the change of the GTC in writing is fulfilled by placing the changed GTC on the website of the hotel operator <https://holidayinn-trnava.sk/> and in the hotel premises in a visible place.

8.4.

**These GTC come into force and effect on 26.04.2022**