

Complaints Policy

This complaints policy is issued to ensure proper procedures for handling complaints concerning deficient goods and services sold and offered in the BOBOTY hotel under the Act No. 250/2007 on Consumer Protection and the Act No. 40/1964 Civil Code, as amended:

Art. I.

The Right to Complain

1. Clients are entitled to complain about any deficits in provided services and defects in purchased goods and they are entitled to removal of such defects, replacement, supplement or provision of a new replacement service or to a reasonable discount on the agreed price of services or goods that have been paid.

Art. II.

Subject of the Complaint

1. Deficient quality of food and beverages for immediate consumption shall be claimed by clients immediately at the moment of discovering the deficit, directly with the attending staff.
2. If deficits in food and beverages for immediate consumption relate to quantity and weight, they must be claimed prior to consumption.
3. Deficits in other goods or services can be claimed especially in the restaurant or the hotel, where the goods or services have been purchased, immediately or without undue delay, based on the proof of purchase. A complaint may not be recognized unless a proof of purchase is submitted.
4. Deficits in accommodation can be claimed with the operating manager on duty and without any undue delay. The right to claim deficits in accommodation shall lapse if not exercised before the departure of the client.
5. To lodge a claim, clients shall submit all relevant documents concerning the provision of the service or acquisition of the goods claimed.

Art. III.

Complaint Handling Procedures

1. Catering services

- a) If proper quality, weight, measure or temperature of food or beverages is not provided, clients are entitled to request proper and immediate removal of the claim free of charge.
- b) If the defect in food and beverages cannot be removed, clients are entitled to a full replacement food or drink, or to a refund of the price paid or to a discount.

2. Accommodation services

Clients are entitled to request proper and timely removal of defects free of charge, namely:

- a) Replacement of damaged equipment or provision of additional petty equipment of the room.
- b) If defects of a technical nature in the room assigned to the client cannot be removed (faulty heating system, poor water pressure, no hot water, faulty electricity supply, etc.) and if the hotel cannot

offer another, alternative accommodation to the client, and if the room is provided to the client in spite of these faults, the client is entitled to a discount from the basic price of the accommodation based on a mutual agreement, or entitled to terminate the contract before the stay and a refund of the price paid for accommodation.

3. Complaints are handled by the operating manager or employees authorised by the operating manager, who are obliged to review the complaint and decide on how it will be handled. If a complaint cannot be settled by agreement, the operating manager or an employee authorised by the operating manager shall make a complaint record with the client. In such record, the client shall provide exact specification of the provided service or purchased goods, the time of provision of the service or purchase of the goods and a description of their deficiency.

Hotel manager or an employee authorised by the hotel manager shall carefully review the complaint and decide on how it will be settled immediately; in complex cases within 15 days in maximum.

For vouchers entitling to a stay that can be claimed within the calendar year, the advancement paid is valid for **one year** from the date of crediting the supplier's account (the "payment date"). The customer is obliged to make use of the stay within one year from the date of advance payment. If the customer fails to make use of the stay within one year from the date of advance payment, the order is cancelled and the supplier will charge a cancellation fee to the customer as a one-off compensation in the amount of advancement that has been paid.

Bookings, orders or parts thereof can be cancelled by written notification sent to the provider to hotelboboty@vratna.sk. Cancellation applies also in cases where the customer failed to notify cancellation of the booking, order or parts thereof and the service ordered was not used.

Cancellation fees do not apply to clients who fail to check-in due to disease /medical certificate/ or for serious family reasons.

4. Every consumer has the right to contact alternative dispute resolution entity in order to protect their consumer rights. Consumers cooperate with the ADR entity during the alternative dispute resolution for the sake of swift resolution of the dispute. In cross-border disputes, consumers are entitled to contact the European Consumer Centre, which will provide an address for service, e-mail address or telephone number of the ADR entity which is competent to deal with the dispute.

Company's identification data:

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Miletičova I
821 08 Bratislava

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