

# General Business Terms and Conditions

## Article I. Introductory Provisions

1. These General Terms and Conditions (the "Terms") apply to booked accommodation services provided by the hotel operator, the use of the hotel operator's online booking system, payment and cancellation conditions for bookings made by client(s) and any other rights and duties arising from the legal relationship established by the booking.
2. The use of bookings by clients is subject to approval of the Terms. For their own benefit, clients are advised to familiarise themselves with these Terms prior to making the booking. Clients are required to always familiarise themselves with the current wording of the Terms every time they make an online booking. The hotel operator reserves the right to unilaterally amend these Terms. Such amendment is effective from the date of publication of the Terms on the hotel operator's website. If clients do not agree with certain provisions of these Terms, the hotel operator requests them not to use the online booking system. By confirming their booking, clients grant unconditional consent to these Terms.
3. By using the online booking system, clients declare that they are at least 18 years old and qualified to acquire rights and assume obligations on their own behalf.
4. Each client acknowledges that all prices, booking conditions and the provision of services are to be considered as contractual terms and conditions for the accommodation and booking.

## Article II. Booking

1. When making a booking by phone, email or online, clients can verify by phone the currently available accommodation capacity in the hotel according to specified requirements (arrival date, departure date, etc.).
2. When making a booking on the internet, after selecting all the information concerning the beginning and the end of their stay, additional services, etc., clients complete all the required data and send the booking form.
3. After completing all the required data, making the payment under these Terms and verifying the data, clients will be immediately sent a confirmation of the booking to the specified e-mail address, including a booking number, which is identical with the order number. The assigned booking number is used to confirm the booking, it can be used as a contact code to make any changes or to cancel the booking and it is used as a confirmation upon check-in. For this reason, clients are required to keep their booking number safe.

## Article III. Payment Terms

1. Clients are required to pay the full amount for the stays booked by them on the basis of the invoice that will be delivered to the address indicated by the client when the booking was made (e-mail address, postal address).

## Article IV. Cancellation Terms

1. Any changes in the booking made by the client can be made electronically by the client after entering the client's e-mail address given at the time of making the booking and the booking number assigned to the client and sent to the client at the time of making the booking, or such changes can be made in writing, by phone or e-mail through the hotel operator's booking department at: +421 41 569 5228, e-mail address: hotelboboty@vratna.sk, postal address: HOTEL BOBOTY, Vrátna 515 , 013 06 Terchová. If clients request a change in the booking they made, they are required to always provide the booking number assigned at the time of booking and sent to the e-mail address specified by the client at the time of booking. If clients request a change in the booking and such change is not possible due to capacity or other operational reasons, hotel operator will take all steps to satisfy clients' requirements, however, hotel operator has no obligation to satisfy clients' requests for changes in the received booking and clients are not entitled to damages or any other compensation from the hotel operator because of the impossibility to change a booking that has been made.
2. If clients terminate and cancel the booking, the hotel operator becomes entitled to a cancellation fee as follows:  
**Cancellation fee applicable for all stays, excluding Special Promotional Stays.**

0% of the price of the ordered and confirmed services	21 days before the check-in date
30% of the price of the ordered and confirmed services	21 - 14 days before the check-in date
50% of the price of the ordered and confirmed services	13 - 7 days before the check-in date
75% of the price of the ordered and confirmed services	6 - 1 day before the check-in date
100% of the ordered and confirmed services	no-show
3. Hotel operator is authorised to offer Special Promotional Stays (first minute, last minute stays, etc.) which are restricted in terms of dates. The amount of the cancellation fee will be specified specifically in the purchase order.
4. Clients are entitled to contract insurance covering cancellation fees from Allianz - Slovenská poisťovňa, a.s. <https://online.allianzsp.sk/poistenie-storno-zajazdu/>.
5. In case of no-show, the hotel operator is entitled to a cancellation fee of 100% of the ordered and confirmed services. In case of cancellation of the booking or partial termination of the contract by the client and partial cancellation of the booking or no-show in exceptional circumstances (illness, death, natural disaster, etc.), the hotel operator is entitled to refrain from the claim for payment of a cancellation fee, if a credible piece of evidence is presented proving the serious ground for termination of the contract by the client and cancellation of the booking or partial termination of the contract by the client and partial cancellation of the booking or no-show.
6. In the event of termination and cancellation of the booking by the client or in the event of partial termination and partial cancellation of the booking by the client or in the event of no-show, the hotel operator shall send a written or e-mail notice to the client about operator's claim to the cancellation fee and the amount of such fee under these Terms, within 14 days from the date of the termination and cancellation of the booking by the client or partial termination and partial cancellation of the booking by the client or no-show. By confirming the order and consenting to these Terms, clients agree and acknowledge that the hotel operator is entitled to unilaterally set-off the liability from the client in the event of termination and cancellation of the booking by the client or in the event of partial termination and partial cancellation of the booking by the client or in the event of no-show to refund the price of the stay that has been paid by the client at the time of making the online booking, against the hotel operator's liability in order to pay the cancellation fee in the amount set out in these Terms at the amount in which these claims coincide. The amount exceeding the mutual claims of the client and the hotel operator in favour of the client shall be paid by the hotel operator to the client by wire transfer to client's bank account from which the price of the booked stay has been paid, within 30 working days from the day following

the date of termination and cancellation of the booking by the client or the date of partial termination and partial cancellation of the booking by the client or no-show. Bank fees associated with the refund of the price of the stay shall be borne by the client.

## **Article V. Special Provisions**

1. For questions or issues arising from the booking process, clients are entitled to contact the hotel operator's department - reception by phone at: +421 41 569 5228, e-mail address: hotelboboty@vratna.sk, postal address: HOTEL BOBOTY, Vrátna č.515, 013 06 Terchová.
2. Check-in is possible on the start day of the booked stay between 2:00 PM and 6:00 PM. Clients are required to check-out before 10:00 AM. Otherwise, a next day will be charged to the client.
3. For special requirements (cot, late check-in or late check-out) or if interested in booking additional services, the clients are entitled to contact the hotel operator's booking department of by phone at: HOTEL BOBOTY, Vrátna 515, 013 06 Terchová.

## **Article VI. Personal Data Protection Privacy Protection**

1. The operator OMNITRADE, a.s, having its seat at: Miletičova 1, 821 08 Bratislava, IČO (Company's registration number: 35 724 633, registered in the Commercial Register of the Bratislava I District Court, section: Sa, file number: 5162/B ("OMNITRADE, a.s.") processes personal data in accordance with the laws of general application of the Slovak Republic, in particular in accordance with the Act No. 122/2013 on Protection of Personal Data, as amended (the "Act").
2. The operator OMNITRADE, a.s. processes personal data of clients for the purpose of bookings, sale and use of the services by clients in operator's accommodation facilities and control of their use. Personal data are processed for the time necessary to fulfil the purpose of such processing - bookings, sale and use of the services by clients in operator's accommodation facilities and control of their use, however, no longer than two years from the collection of such data. Personal data processed for the purpose of bookings, sale and use of the services by clients in operator's accommodation facilities and control of their use are processed by the operator OMNITRADE, a.s. pursuant to Art. 10 (3) (b) of the Act without data subject's consent.
3. The operator OMNITRADE, a.s. processes personal data of clients for marketing purposes in case of their express consent, which may be granted by filling their data at the time of making an online booking and clicking on the consent to the processing of their personal data.
4. Personal data processed for the marketing purposes include: name and surname, e-mail address, mobile phone number. By filling their data at the time of making an online booking and by clicking on the consent to the processing of personal data under Art. 11 (1) of the Act, clients grant consent to the operator to provide their personal data, including the name and surname, e-mail address, mobile phone number, to operator's business partners for marketing purposes. Clients also grant consent to the operator to transfer their personal data abroad within the European Union. The operator OMNITRADE, a.s. commits not to handle and treat the personal data in violation with the laws of general application. Consent to the processing of personal data is granted for a period of 3 years and clients may withdraw this consent at any time by sending a written form of consent withdrawal to the operator, unless the Act provides otherwise. By granting the consent, clients also confirm that they have been informed of their rights set out in the Act (in particular in Art. 28 of the Act) and in the Act No. 40/1964. Civil Code, as amended, in particular about the right to information about the status of the processing of personal data in an IT system, right to

correct inaccurate or outdated processed personal data, the right to destruction of personal data in case of breach of the Act, and the right to information that the provided personal data are consistent with the facts and that they are complete, true and accurate. At the same time, clients grant consent for a period of 3 years for sending commercial and advertising materials (i.e. newsletters) in messages in any electronic form (via e-mail, SMS) relating to the services provided by the operator and its business partners, whereas clients are entitled to revoke such consent at any time by sending a written notice to the operator's contact address or e-mail address specified directly in the newsletter.

5. During the processing of personal data, the operator OMNITRADE, a.s. may perform processing operations that involve cross-border transfer of provided personal data to another member state of the European Union or access this information from abroad through remote access due to IT system administration by an intermediary based in another country. During the transfer, the operator shall ensure maximum security of the personal data by encryption and the use of software and hardware tools to secure the data being transferred.
6. The operator OMNITRADE, a.s. is committed to high ethical standards and respects privacy of its clients. With the exception of providing the data required by the Act or other laws of general application, the operator shall not provide or disclose any personal data to third parties or other recipients without clients' consent. The booking system uses state-of-the art systems of encrypting sensitive data.
7. In accordance with the laws of the Slovak Republic, the operator takes all the measures and operations to process personal data so that data subjects are duly and timely informed of their rights they enjoy under the laws of the Slovak Republic but also under European legislation and binding international treaties and conventions. In case of receipt of a justified request from a data subject, the operator shall handle such request within 30 days of receipt.
8. The data subjects have the right in particular to request information, upon written request addressed to the operator, whether their personal data processed in operator's IT systems or not, what source the personal data were collected from, the right to information on the extent or list of processed personal data, the right to have their incomplete, incorrect or outdated personal data corrected or destroyed, the right to destruction of personal data where the purpose of processing has passed or where such processing is unjustified.
9. Data subjects have 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 that could unduly and reasonably interfere with their rights and interests protected by the law, if such objection is justified. The operator shall be required to block such personal data without undue delay and destroy them as soon as circumstances permit.
10. In case of suspected unauthorised processing of personal data, data subjects have the right to file an application to the Office for Personal Data Protection of the Slovak Republic to initiate proceedings concerning protection of personal data.
11. Data subjects without full legal capacity exercise their rights through a legal representative.
12. Rights of data subjects who are no longer alive can be exercised by a close person under specific laws of the Slovak Republic.

## **Article 7 Final Provisions**

1. These Terms and legal relationships arising thereunder shall be governed by the laws of the Slovak Republic.

2. Should any provision of these Terms be or become invalid, ineffective or unenforceable, such invalidity, ineffectiveness or unenforceability shall have no effect on validity and effectiveness of the remaining provisions of these Terms.
3. By confirming an online booking, clients grant their consent to these Terms and commit to comply with them. The hotel operator reserves the right to amend these Terms. The obligation to give a written notice about amended Terms is satisfied by posting the amended Terms on the hotel operator's website.
4. These Terms become valid and effective on 01 November 2015.

OMNITRADE, a.s.