



Xfusion, s.r.o,
Hurbanovo námestie 57/60
972 01 Bojnice
Slovenská republika

Establishment
Bojnický Vínny Dom ****
Hurbanovo námestie 57/60
972 01 Bojnice

IČO: 36341568
DIČ: 2021927413
IČ DPH: 2021927413

Registered in the Trade Register of the District Office Prievidza,
Trade Register Number: 340-20237
Registered in the Commercial Register of the District Court Trenčín,
Section: Sro, Insert No.: 15332/R

GENERAL TERMS AND CONDITIONS

Definitions and Introductory Provisions

I.

1. The purpose of these General Terms and Conditions (hereinafter referred to as the 'GTC') is to establish a legal framework and to regulate the rights and obligations between the contracting parties in the provision of Services (as defined hereinafter). The GTC are drafted pursuant to Section 273(1) of Act No. 513/1991 Coll., the Commercial Code, as amended (hereinafter referred to as the 'Commercial Code')

2. These GTC constitute an integral part of every Contract and/or Reservation based on which the Hotel provides Services to the Client and the Client pays remuneration for the provided Services. Any deviating agreements regarding the Contract and/or Reservation and their potential amendments shall take precedence over the wording of these GTC. The Client's business terms and conditions may be accepted only if the Contracting Parties expressly agree thereto in writing.

3. **Capitalized** terms shall have the meanings ascribed to them in these GTC or directly in the Contract, and they shall include both the singular and the plural

4. **The Hotel** shall mean the accommodation facility designated as Hotel Bojnický Vínny Dom, located at Hurbanovo námestie 57/60, 972 01 Bojnice, Slovak Republic, tel. contact: reception: +421 918 466 332, reception@bojvin.sk, owned and operated by the company Xfusion, s. r. o., Hurbanovo námestie 57/60, 972 01 Bojnice, Slovak Republic, Business ID (IČO): 36341568, Tax ID (DIČ): 2021927413, VAT ID (IČ DPH): SK2021927413, registered in the Trade Register of the District Office Prievidza, Trade



Register Number: 340-20237, registered in the Commercial Register of the District Court Trenčín, Section: Sro, Insert No.: 15332/R (hereinafter referred to as the 'Company')

5. **The Client** shall mean a natural or legal person who enters into a service provision agreement with the Hotel or submits a binding Reservation to the Hotel, or on whose behalf a service provision agreement is concluded by an Organizer, or on whose behalf an Organizer submits a binding Reservation to the Hotel.

6. **The Organizer** shall mean a natural or legal person who provides organizational, technical, or other arrangements for an event or reservation, in the name or on behalf of the Client, and for that purpose enters into a contractual relationship with the Hotel

7. **The Contracting Parties shall mean the Hotel and the Client.**

8. **Early check-out** shall mean the Client's premature departure and termination of the stay at the Hotel prior to the agreed departure date. **Early check-in** shall mean the Client's earlier check-in for the stay at the Hotel before 3:00 PM on the agreed arrival date. **Late check-out** shall mean the Client's later departure and termination of the stay at the Hotel after 10:30 AM on the agreed departure date.

9. **No-show** shall mean the Client's failure to arrive for the stay at the Hotel without providing notice of cancellation of the Services reservation on the agreed date of arrival.

10. **Booking System** shall mean the external online booking system operated by the company Previo s.r.o., through which the Hotel enables Clients to create, modify, and manage Service Reservations. The Previo Booking System serves exclusively as a technical tool for processing Reservations; the contractual relationship always arises between the Hotel and the Client, not between the Client and the operator of the booking system. Use of the Previo Booking System is governed by these GTC and the relevant terms and conditions specified directly within the system interface.

11. **Service** shall mean any services provided by the Hotel, in particular accommodation, catering, event, and organizational services, as well as wellness services.

12. **The contractual** relationship between the Hotel and the Client regarding the provision of a Service or Services may be concluded in the form of:

- a) the conclusion of a written Service Provision Agreement (hereinafter referred to as the 'Agreement') between the Hotel and the Client,
- b) confirmation of a Reservation by the Hotel, executed in writing or by e-mail



13. **Force Majeure** (Lat. *vis maior*) shall mean an event occurring independently of the Hotel's will which prevents it from performing the Service or Services for the Client, provided it cannot be reasonably assumed that the Hotel could have averted or overcome such an event or its consequences, or that it could have foreseen such an event at the time the obligation to the Client arose.

14. **Group** generally refers to a group starting from 3 (three) rooms, which may include a group of 6 (six) or more persons in 3 (three) rooms, or 3 (three) persons in 3 (three) rooms accommodated individually, who jointly reserve the Hotel's Services or reserve the Hotel's Services for the same period.

15. **Event** shall mean a social function attended by a larger number of Clients, i.e., generally 5 (five) or more persons accommodated individually in rooms, which involves the provision of multiple types of Services by the Hotel.

16. **MICE Event** shall mean an Event within which the Client reserves 5 (five) rooms for occupancy by 2 (two) persons or 1 (one) person at the Hotel, with or without ancillary services.

17. **Hotel Price List** shall mean the price list for Hotel rooms and other Services valid at the time of the conclusion of the Contract and/or at the time the Services are provided. Prices for Services are not fixed but are regulated depending on the Hotel's occupancy, dates, number of persons, and room types. The Client shall verify the specific price for Services in the online booking system. For offline price quotes, both prices and Hotel capacities are guaranteed for a period of 24 (twenty-four) hours from the time the price quote is sent to the Client. After this time limit, the price for Services may change, and the Hotel is not obliged to apply the same price as stated in the price quote.

18. **Gift Voucher (Voucher)** shall mean the entitlement of the Voucher holder to utilize specific purchased Services. Vouchers are issued by the Hotel, and the validity of each Voucher is specified individually on the respective Voucher. The Hotel reserves the right to designate periods within the calendar year during which the Voucher cannot be redeemed. The Client shall reserve the Services specified in the Voucher through the **Hotel management**, specifically by telephone at +421 917 444 055, +421 918 466 332, or at reception@bojvin.sk.

19. **These GTC constitute an integral part of** every Contract, Order, and/or Reservation based on which the Hotel provides Services to the Client and the Client pays remuneration for the provided Services. Any deviating agreements regarding the Contract, Order, and/or Reservation and their potential amendments shall take precedence over the wording of these GTC. The Client's



business terms and conditions may be accepted only if the Contracting Parties expressly agree thereto in writing.

20. House Rules (Accommodation Rules) shall mean the Hotel's document regulating the terms and conditions of accommodation at the Hotel; it is displayed at the Hotel reception, in the Hotel rooms, and on the Hotel's website www.bojvin.sk, and becomes binding upon the Client at the moment of check-in for their stay.

21. Complaints Rules shall mean the Hotel's document regulating the terms and conditions for filing complaints regarding Services provided by the Hotel; it is displayed at the Hotel reception and on the Hotel's website www.bojvin.sk, and becomes binding upon the Client at the moment of check-in for their stay.

22. Reservation shall mean a binding reservation of Services by the Client via the Hotel's website www.bojvin.sk, through another booking system (e.g., booking.com, expedia.com, etc.), or, in the case of Events, by means of a written order.

23. The Hotel's information obligations pursuant to Section 5 of Act No. 108/2024 Coll. on Consumer Protection are fulfilled within these GTC and the Hotel's Complaints Rules published on the website www.bojvin.sk and displayed at the Hotel reception.

24. These GTC shall become binding upon the Hotel on the date of their publication on the Hotel's website www.bojvin.sk, and upon the Client at the moment the Contract is concluded or at the moment the Reservation is submitted to the Hotel."

25. By making a Reservation, the Client confirms their agreement with these GTC

26. The Hotel reserves the right to amend these GTC. The requirement for a written form of the GTC is fulfilled by their placement on the Hotel's website at www.bojvin.sk.

II.

Services

1. By concluding the Contract, the Hotel undertakes to provide the Client with Services within the agreed scope, particularly within the scope specified in the Contract, and of the agreed quality; the Client shall be obliged to pay the Hotel the agreed price for the Services, as well as to compensate for any damage caused in connection with the use of these Services
2. The Hotel provides accommodation services under the following conditions:



- a) Pursuant to the Contract, the Hotel shall be obliged to provide the Client with the reserved room type for temporary use from 3:00 PM on the agreed arrival date. The Client is entitled to an Early check-in only if expressly agreed upon with the Hotel at the time of concluding the Contract in accordance with the valid Price List, or if the current situation at the Hotel permits it
 - b) The Client is entitled to be provided with a specific room category; while the Client may request a specific room type, the Hotel is not obliged to grant such a request for objective reasons
 - c) The Client is obliged to vacate and leave the room on the agreed date of departure no later than 10:30 AM, unless otherwise agreed in advance between the Contracting Parties
 - d) In the event of a Late check-out, Early check-in, or Early check-out, the Hotel is entitled to charge the Client a fee in the amount specified in the Price List; the Client shall be obliged to pay this fee without establishing any entitlement to further Hotel Services related to the accommodation
 - e) ak sa Klient nezaregistroval v Hoteli do 24:00 hod. dohodnutého dňa príchodu do Hotela, Hotel je oprávnený rezervovanú izbu prenechať inému Klientovi, pokiaľ nebolo medzi Zmluvnými stranami dohodnuté inak a nezaregistrovanie v Hoteli sa rozumie ako tzv. no show, na ktorý sa aplikujú storno poplatky za no show podľa podmienok uvedených v potvrdení rezervácie
 - f) Immediately upon being provided with the room for temporary use by the Hotel staff, the Client is obliged to inspect the room and report any potential deficiencies, discrepancies, or objections to the Hotel reception immediately upon discovery. The Client is obliged to proceed in the same manner if any damage to the room or its inventory is discovered. In the event that the Hotel discovers damage to the room or its inventory after the termination of the Client's stay without the Client having notified the Hotel reception, the Client shall be obliged to compensate the Hotel in full for the damage caused to the room or its inventory
 - g) The Client undertakes to comply with the Hotel's House Rules (Accommodation Rules)
3. The Hotel shall not be held liable for the failure to perform the Service or Services ordered by the Customer as a result of Force Majeure.



III. **Service Prices and Payment Conditions**

1. The Client is obliged to pay the Hotel the agreed price for the provided Service; this also applies to Services provided by the Hotel to third parties based on the Client's express request
2. Unless the price of the Service has been agreed upon between the Contracting Parties in the Contract, the Client shall be obliged to pay for the provided Service the price specified in the Hotel Price List for individual Services valid at the time the Service is provided.
3. Prices for Services specified in the Hotel Price List are final and include Value Added Tax; however, they do not include local taxes, which the Client shall pay during the final settlement, occurring—subject to the agreement between the Client and the Hotel—either upon arrival or departure from the hotel.
4. The Hotel may proceed with a change in the price of Services compared to the Hotel Price List if the Client, with the Hotel's consent, subsequently modifies the number of reserved rooms, the scope of Services, the duration of the stay, or other conditions.
5. The Hotel is entitled to require an advance payment from the Client upon the conclusion of the Contract
6. Unless the Contracting Parties agree otherwise in advance, the basis for the settlement of reserved and utilized Services by the Client shall be a tax document in the form of an invoice or a final account, supplemented—in the case of payment by card or in cash—by a cash register receipt, which shall be issued on the date of the Client's arrival at or departure from the Hotel accommodation, or on the date the Client utilized the reserved Service.
7. The invoice must contain all particulars required by the applicable legal regulations of the Slovak Republic. The invoice maturity period shall be 7 (seven) days from its issuance, unless paid by card or in cash; in the event of a bank transfer, the invoice is considered paid on the day the Hotel is able to dispose of the paid amount, i.e., the day the relevant amount is credited to the Hotel's account specified in the invoice.
8. Payment by card may be executed either before or after the Client utilizes the Service, based on the data provided by the Client necessary for the processing of the payment
9. In the event of a claim by the Hotel against the Client exceeding the amount of EUR 30 (thirty euros), the Hotel shall issue an invoice for the settlement of the claim. If the invoice is not duly and timely settled, the Hotel shall recover the amount from the Client in accordance with the relevant legal regulations.



10. In the event of the Client's default in payment for the provided Service, the Hotel shall be entitled to charge the Client statutory interest on late payment in accordance with the applicable legal regulations of the Slovak Republic.

IV.

Additional Provisions

1. The scope of Services provided by the Hotel in connection with holding an Event is defined in the Contract and/or Reservation. If the Services were agreed upon by the Contracting Parties but were not specified precisely and/or with sufficient clarity, the Hotel shall be entitled to provide the Client (Organizer) with Services as determined by the Hotel within the agreed total price calculation.

2. The Hotel shall be obliged to provide the agreed Services duly, timely, and in the customary quality for the number of Event participants according to the conditions negotiated in the Contract and/or the Reservation by the Client. The quality of the provided Services is contingent upon the cooperation of the Organizer, consisting primarily of adhering to the agreed material and time schedule of the Event.

3. To ensure the proper preparation of the Event, the Client shall be obliged to notify the Hotel of the final number of Event participants no later than 7 (seven) business days prior to the commencement of the Event, as well as any potential changes or other requirements

4. Any change in the number of Event participants by more than 5% (five percent) compared to the originally reported number must be agreed upon with the Hotel in advance. In the event of such a change in the number of participants, the Hotel reserves the right to unilaterally adjust the price for the reserved Services and/or substitute the reserved Event premises and/or the agreed standard and/or the technical equipment of the Event premises. In the event of a change in the scope of the provided Services at the Client's request, the Hotel shall provide such a change within its own capabilities, acting with the due diligence of a prudent businessman. However, the Client shall have no legal entitlement to a change in the scope of the provided Services.

5. In the event that the number of Event participants exceeds the originally reported number by more than 5% (five percent), the Hotel is also entitled to revise and change the agreed price of the Services, whereby the actual number of Event participants shall serve as the basis for the final settlement.



6. For Events lasting beyond 10:00 PM, and provided that the agreed price does not already account for such an extended duration of the Event, the Hotel may charge a service fee starting from EUR 50 (fifty euros) for each commenced hour of the Event taking place after 10:00 PM.
7. The Client is not entitled to supply the Event with their own food or beverages and/or bring food and beverages to the Event, except in the case of a prior express written agreement with the Hotel. Otherwise, the Hotel shall have the right to cancel the Event without the Client being entitled to a refund of funds for the Event according to the price quote.
8. Klient je povinný zaplatiť za konzumáciu jedál a nápojov rezervovaných zo strany účastníkov Podujatia nad dohodnutý rámec rezervácie a celkovej cenovej kalkulácie.
9. The Client is obligated to pay for Services reserved by Event participants exceeding the agreed scope of the reservation and the total price calculation for the Services
10. The Client is obliged to inform the Hotel at least 45 (forty-five) days prior to the Event if the Event is likely to provoke public interest, disturb public order, or restrict or jeopardize the interests of the Hotel or other Clients of the Hotel. The Hotel is entitled to implement adequate measures to prevent such a situation, and the Client, as well as the Event participants, shall be obliged to tolerate such measures.
11. Insofar as the Hotel procures technical and other equipment from third parties for the Client based on the Client's request, it shall always act in the name and on behalf of the Client. The Hotel shall incur no obligations toward third parties thereby, and any claims by third parties arising from the use of such equipment shall be made solely against the Client.
12. The use of the Client's or Event participants' own electrical, electronic, or technical equipment exceeding customary levels when connected to the Hotel's electrical grid requires the prior written consent of the Hotel. The Hotel reserves the right to separately charge for the use of such apparatus and equipment that increase energy supply costs or the Hotel's operating costs beyond customary levels. The Client is obliged to ensure the compatibility of their own electrical, electronic, and technical equipment with the Hotel's electrical and other installations and fire safety regulations, and to operate them in accordance with these regulations.
13. The Client shall be fully liable for any malfunctions or damage to the Hotel's technical equipment caused by the use of their own devices and is obliged to cover the costs associated with restoration to the original state. The Hotel is entitled, through its employees or third parties, to perform inspections of such equipment and implement measures to prevent or stop such occurrences, and the Client, as well as Event participants, are obliged to tolerate such inspections and measures.



14. The Client shall be responsible for the safety of the technical, electronic, or electrical equipment used.
15. Any decorative material or other object brought into the Hotel must comply with fire safety regulations and must be used and operated in accordance with them. In order to prevent potential damage, the bringing of any objects into the Hotel beyond customary levels, as well as their installation and placement beyond customary levels, is subject to the prior consent of the Hotel.
16. Any exhibition and other items brought in must be removed immediately after the conclusion of the Event. Should the Client fail to ensure their removal and leave the items on the Hotel premises, the Hotel shall be entitled to charge the Client rent for the Event room until the removal of said items. The Hotel is also entitled to carry out the removal and storage of these items at the Client's expense, without this constituting a contract for storage or bailment.
17. The Client is obliged to use the provided Hotel premises in a scope corresponding to their nature, in a reasonable and proper manner, not exceeding customary levels, and in accordance with the purpose of their provision, and to return them to the Hotel in the same condition as received, taking into account normal wear and tear. In the event that damage to the premises is discovered after the Event, which the Client did not point out in advance or upon taking over the premises, it shall be presumed that the damage occurred during the Client's Event, and the Client shall therefore be liable for such damage.
18. The Client undertakes to observe and fulfill, at the venue of the Event as well as in other Hotel premises, all obligations arising from regulations on occupational health and safety, property protection, and fire protection, particularly from Act No. 124/2006 Coll. on Occupational Safety and Health and on amendments to certain acts, as amended, from Act No. 314/2001 Coll. on Fire Protection, as amended, and Decree of the Ministry of Interior of the Slovak Republic No. 121/2002 Coll. on Fire Prevention, as amended.
19. The Client is not entitled to make any modifications to the Hotel premises without the prior written consent of the Hotel
20. The Client is fully liable for any damage caused to the Hotel's interior equipment. This also applies if the Guest brings a dog into the Hotel; the Client is responsible for all damage to Hotel property caused by the dog or any other pet. The fee for a dog (pet) is set at EUR 25 per night. Detailed conditions regarding accommodation at the Hotel with a dog or other pet are specified in the House Rules.



21. The Client is obliged to protect the leased Hotel premises, the Hotel, and the property located therein from damage or destruction. In the event of imminent damage, the Client undertakes to intervene to avert it in a manner appropriate to the circumstances of the threat.

22. The Client is entitled to display signs and boards featuring logos, names, and types of activities related to the Event or their person within the Hotel premises only with the prior consent of the Hotel. The content, artistic design, and condition of these signs and boards must not create an unfavorable impression on the public, must not infringe upon the copyrights of third parties, and must comply with the legal regulations valid and effective in the territory of the Slovak Republic. The Client is obliged to remove these signs and boards, as well as any residue or dirt left on the surfaces, immediately upon the conclusion of the Event or before departing from the Hotel.

23. In the event that the Client leaves the Hotel premises soiled or leaves behind imported waste (boxes, bags, decorations, etc.), the Client shall be obliged to pay the Hotel a fee of at least EUR 100 (one hundred euros) for the clearing of each utilized area, or an amount corresponding to the actual extent of the soiling.

24. The Hotel shall not be held liable for injuries to Clients occurring during leisure programs of any kind, unless the damage was caused by the Hotel as a result of its gross negligence or intent.

V. Advance Payment for Event Services

1. Unless a specific written agreement on the amount of the deposit for Event Services is concluded between the Contracting Parties, the Hotel is entitled to require from the Client an advance payment of up to 100% (one hundred percent) of the calculated amount based on a pro forma invoice issued by the Hotel following the confirmation of the binding calculation. The pro forma invoice is due within 7 (seven) days from the date of its issuance.

2. In the event of the cancellation of Event Services, the paid advance payment shall not be refunded and shall be applied as a cancellation fee in accordance with the cancellation terms specified in these GTC. If the paid advance payment exceeds the determined cancellation fee, the surplus part of the advance payment shall be refunded to the Client.

3. In the event that the advance payment is not settled duly and on time, the Hotel reserves the right to cancel the Event Reservation without prior notice.

IV.

Cancellation Terms and Withdrawal from the Contract by the Client

1. In the event of the cancellation of the Contract (withdrawal from the Contract or a part thereof) by the Client, or the cancellation of group stays and Events, cancellation terms shall apply depending on the type of reserved accommodation and/or the season in which the



Service is to be provided to the Client, as specified in the price quote and stay reservation; the Client was notified of these cancellation terms upon confirmation of the reservation.

2. In the event of the cancellation of the Contract (withdrawal from the Contract or a part thereof by the Client) or the Client's failure to arrive for the reserved Services in extraordinary cases—specifically including illness, death, natural disaster, or other extraordinary events, the severity of which is subject to assessment by the Hotel—the Hotel is entitled to waive its claim to the cancellation fee upon the submission of credible evidence of the serious cause for such cancellation of the Contract.

3. In the event of the cancellation of the Contract (withdrawal from the Contract or a part thereof) by the Client or the Client's failure to arrive for the reserved Services, the Hotel shall send the Client, in writing or by e-mail, a notice regarding the Hotel's claim to a cancellation fee and its amount pursuant to these GTC within 7 (seven) days from the date of delivery of the Client's withdrawal from the Contract or a part thereof to the Hotel, or from the date on which the provision of the reserved Services was scheduled to commence.

4. The Client acknowledges that in the event of cancellation of the Contract (withdrawal from the Contract or a part thereof) by the Client or the Client's failure to arrive for the reserved Services, the Hotel is entitled to unilaterally offset the Client's claim against the Hotel for the refund of the price of Services paid during the online reservation against the Hotel's claim for the payment of a cancellation fee in the amount specified in these GTC, to the extent that these claims overlap; any amount exceeding the mutual claims of the Client and the Hotel in favor of the Client shall be refunded by the Hotel via non-cash bank transfer to the Client's bank account from which the payment for the reservation of Services was made during the online reservation, within 30 (thirty) business days from the day following the date of delivery of the cancellation of the Contract (withdrawal from the Contract or a part thereof) by the Client or the Client's failure to arrive for the reserved Services. Any bank charges associated with the refund of the price of the reserved Services or a part thereof to the Client shall be borne by the Client.

5. If the Client makes an online reservation of Services, any changes thereto may be made through the Hotel's reception department:

- a) by telephone at the Hotel's telephone number +421 918 466 332
- b) by e-mail at reception@bojvin.sk or info@bojvin.sk
- c) if the Client used a third party for the reservation (e.g., booking.com), it is necessary for the Client to first notify the third party of the requested change

6. When requesting a change to an online reservation, the Client is always obliged to provide the reservation number assigned upon the completion of the online reservation and sent to the e-mail address provided by the Client during the online reservation process.



7. If the Client requests a change to an online reservation that cannot be accommodated due to capacity or other operational reasons, the Hotel shall take all steps to meet the Client's requirements; however, the Hotel is not obliged to comply with the Client's request to change the online reservation, and the Client and the Client **shall not be entitled** to damages or any other performance by the Hotel due to the inability to change the online reservation.

VII.

Withdrawal from the Contract by the Hotel

1. If the Client – consumer concluded a distance Contract or a Contract concluded outside the Hotel's business premises with the Hotel pursuant to the provisions of Act No. 108/2024 Coll. on Consumer Protection regarding the sale of goods or provision of services under a distance contract or a contract concluded outside the seller's business premises and on amendments to certain acts, as amended (hereinafter referred to as the 'CPA'), the Client – consumer is not entitled to withdraw from this Contract in accordance with Section 19(1)(l) of the CPA

2. The Hotel is entitled to withdraw from the Contract in the event that:

- a) such right was agreed upon in writing with the Client for the reasons stated in the Contract
- b) the Client does not insist on performance by the Hotel
- c) the Client has outstanding, already due obligations toward the Hotel
- d) an advance payment or a deposit was agreed upon in the Reservation, and the Client failed to fulfill this obligation on time; the Hotel may withdraw from the Contract at the latest until the moment this obligation is fulfilled by the Client
- e) circumstances for which the Hotel is not responsible have occurred (e.g., **Force Majeure**), which render the performance of the Contract impossible
- f) Services were reserved by providing false, misleading, or incorrect data by the Client or other material facts
- g) the Hotel has **justified grounds** to believe that the use of its Services could jeopardize the proper operation, **safety**, or public reputation of the Hotel, or
- h) the Client breaches and/or is in breach of the provisions of these GTC and/or the House Rules

VIII.

Liability for Damage to Brought-in or Left Items

1. The Hotel shall be liable for damage caused to brought-in or deposited items that were brought in by or for Clients, unless the damage would have occurred otherwise. Brought-in items are those brought into the Hotel premises designated for accommodation or for the storage of items, or those handed over for this purpose to one of the Hotel employees, provided a written record thereof was made



2. The Hotel is liable for total damage to items, including jewelry, money, and other valuables, only up to the amount established in the implementing regulation to Act No. 40/1964 Coll. Civil Code, as amended. Damage to items shall be compensated without limitation only if they were accepted by the Hotel for special storage. The Client must exercise the right to compensation for damage at the Hotel without undue delay after the damage is discovered however, this right shall expire if it was not exercised no later than on the 15th (fifteenth) day following the day when the aggrieved Client became aware of the damage.

3. By providing a parking space in the parking lot, no contract for storage or bailment is established between the Hotel and the Client; therefore, the Hotel shall not be liable for the theft of or damage to motor vehicles and/or their accessories. Should the Client decide to utilize the vehicle parking service, the Hotel bears no liability for any damage to the motor vehicle/items located within the motor vehicle, or their theft, unless such consequence was caused by the Hotel, its employees, or other persons providing Services at the Hotel as a result of a breach or neglect of their duties. The Client is obliged to prove the occurrence of damage and the Hotel's liability for such damage.

IX.

Conditions of Entry to the Hotel Wellness

1. Access to the Wellness premises located within the Hotel is prohibited for persons under the influence of alcohol or other narcotic and psychotropic substances, as well as for persons exhibiting obvious symptoms of acute illness (fever, cough, etc.) or infectious skin diseases.

2. When utilizing the **Wellness services**, the Client is obliged to comply with the **conditions of entry** to the Wellness. These conditions are also posted at the entrance to the Wellness area.

3. While in the **Wellness premises**, the Client is obliged to conduct themselves in a manner that prevents damage to health and property. Inappropriate or rude behavior by the Client toward other clients shall result in the immediate termination of the Client's visit to the Wellness without any right to a refund, or, as the case may be, the termination of their stay at the Hotel.

4. Upon leaving the **Wellness premises**, the Client is obliged to return all borrowed items (towels, sheets, bathrobe, locker key or safety box key, sports equipment, and others). For any unreturned items, the Wellness shall demand compensation in the amount of their **acquisition cost**.

5. The Client acknowledges that:

- a) by utilizing the **Wellness services** and **Wellness facilities**, the Client exposes themselves to the potential risk of damage to health and property
- b) activities performed in the **Wellness** area may be physically demanding and expose the body to the risk of injury;
- c) a corresponding **health status** of the Client is essential for the safe use of the **Wellness services** and **Wellness facilities**



- d) the Hotel shall not be liable for damage caused to the Client as a result of **contraindications** known only to the Client which preclude the use of certain **Wellness services**
 - e) the Hotel shall not be liable for damage caused to the Client in connection with a **health status** unsuitable for the safe use of **Wellness services** and facilities, or for damage caused by the **inappropriate use** of equipment located within the Wellness area.
6. Neither the Hotel, nor its employees, or other persons involved in providing **Wellness services**, shall be held liable
- a) for damage to items left outside the designated storage areas;
 - b) for the **death, injury, or illness** of the Client occurring within the **Wellness premises**, unless such consequence was caused by the Hotel, its **employees**, or other persons providing Services in the Hotel as a result of a breach or neglect of their duties employees, or other persons involved in providing **Wellness services** as a result of a breach or neglect of their duties
7. The Client is responsible for the proper use of **Wellness facilities** (including difficulty level settings and the placement of sports and relaxation equipment). If the Client has any doubts regarding the correct setup of any equipment, they are obliged to consult the **staff present**.
- 8. Minors are the sole responsibility of their legal guardian.**
9. If the Client needs to cancel or reschedule a Wellness visit/procedure, they must provide notice at least 24 (twenty-four) hours in advance; otherwise, the Client will be charged 100% (one hundred percent) of the value of the Wellness visit/procedure.
10. Changes to **packages** and **group orders** must be notified 48 (forty-eight) hours in advance. Missed appointments without proper notification must be paid in the amount of 100% (one hundred percent) of the value of the ordered **Wellness services**.
11. By signing the Consent to the Terms of Wellness Use at the Hotel Bojnický Vínny dom, the Client confirms that they have familiarized themselves with the personal data protection information available at <https://www.bojvin.sk/ochrana-osobnych-udajov> or with the hard copy version available on the premises of the Hotel Bojnický Vínny dom.
12. For the purpose of providing Wellness services, the Hotel processes Client/Guest data in the following scope: first name, surname, telephone number, and e-mail address.
13. Personal data are processed for the period strictly necessary for the purposes of providing the Wellness services.

X.

Gift Certificates (Vouchers)

1. Gift Certificates (Vouchers) may be used for a one-time purchase of selected Services according to the type of chosen Voucher, and at the latest by the expiration date of the given Gift Certificate. Payment for the Service order may be executed via a payment gateway or the online reservation system, where applicable to the Voucher.



2. Upon the expiry of the Voucher's validity period, the Client loses the right to the benefits arising from its issuance, without any right to a refund of the price for the Service. The same applies if the Client fails to appear at the location where the Service is provided.

3. . In the event of a reservation cancellation for any [Services] purchased via a Voucher within a period shorter than 48 (forty-eight) hours, a cancellation fee in the amount of 100% (one hundred percent) of the Voucher price (ordered Services) shall be applied. The Voucher thereby becomes invalid and cannot be further utilized.

4. In the event of the purchase of a Gift Certificate for Wellness services, the same rules as specified in Article IX of these GTC shall apply, including the cancellation terms

5. Regarding a Voucher for accommodation services, the Client acknowledges that the price of the Gift Certificate does not include the local tax in the amount specified in the currently valid generally binding regulation of the City of Bojnice.

XI.

Final Provisions

1. These GTC and the legal relationships arising on their basis shall be governed by the Slovak legal order. Any disputes arising from these GTC and the Contract shall be resolved before the competent court in the Slovak Republic.

2. The settlement of Client complaints regarding Services (or goods) provided by the Hotel is governed by the Hotel's Complaints Procedure. If a Client–consumer is not satisfied with the manner in which the Hotel handled their complaint, or believes that the Hotel has violated their rights, the Client has the right to contact the Hotel as the seller with a request for redress.

3. If the Hotel responds negatively to the Client's request pursuant to the preceding sentence or fails to respond to such request within 30 (thirty) days from the date of its submission by the Client, the Client has the right to submit a proposal for the commencement of **alternative dispute resolution** (ADR) to an ADR entity pursuant to Section 12 of Act No. 391/2015 Coll. on Alternative Dispute Resolution for Consumer Disputes and on amendments to certain acts.

4. The competent entity for **alternative dispute resolution** of consumer disputes with the Hotel as the seller is:

- a) the **Slovak Trade Inspection**, which may be contacted for the stated purpose at the address: Central Inspectorate of the SOI, Department of International Relations and ADR, Prievozská 32, P.O. Box 29, 827 99 Bratislava, or electronically at ars@soi.sk or adr@soi.sk, or
- b) another relevant authorized legal entity registered in the list of alternative dispute resolution entities maintained by the Ministry of Economy of the Slovak Republic (the list of authorized entities is available at the website www.mhsr.sk), whereby the Client has the right to choose which of the aforementioned alternative dispute resolution entities to contact.

5. The Client may use the online dispute resolution platform available at <https://ec.europa.eu/consumers/odr/main/?event=main.complaints.screeningphase> to submit a proposal for the alternative resolution of their consumer dispute. For more information on alternative dispute resolution for consumer disputes, please visit the website of the Slovak Trade Inspection: www.soi.sk.



6. Should individual provisions of these GTC be or become ineffective or invalid, the validity or effectiveness of the remaining provisions of these GTC shall remain unaffected thereby.

7. Unless otherwise specified between the Contracting Parties and/or in these GTC, mutual written correspondence shall be delivered to the Contracting Parties in person, by registered mail with acknowledgement of receipt, by courier, or via any other agreed-upon method to the address specified in the Contract, the Reservation, or another notified address. In the event of unsuccessful delivery, including refusal of the shipment, the date the shipment is returned to the sender shall be deemed the date of due delivery.

8. The Client undertakes not to infringe upon the intellectual property rights of the Hotel and/or third parties while using the Service or Services of the Hotel. The Hotel shall not be held liable for any infringement of third-party intellectual property rights caused by the Client. The Client is obliged to indemnify any damage caused to the Hotel or third parties in connection with the infringement of intellectual property rights pursuant to Article IX, Paragraph 8 of these GTC.

9. Personal data provided by the Client during the service reservation process, during the use of Services, or in connection with the use of Services will be processed in accordance with the relevant personal data protection legislation, in particular, Regulation (EU) 2016/679 of the European Parliament and of the Council on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation) (hereinafter referred to as the "GDPR Regulation"). The provided personal data will be processed in the information system titled PREVIO – hotel system for the purposes of Service reservation, execution of the Contract, use of Services, and their billing. Further details regarding the processing of personal data are provided on the website <https://www.bojvin.sk/osobneudaje>, and the Hotel's data protection officer may be contacted at info@bojvin.sk.

10. Personal data will be provided or disclosed only in accordance with the GDPR Regulation to recipients, third parties, and processors (who provide the Hotel with management, operation, or maintenance of individual systems for the provision of Services)

SERVICE ORDER FORM – SAMPLE

Xfusion, s.r.o,
Hurbanovo námestie 57/60
972 01 Bojnice
Slovenská republika

IČO: 36341568
DIČ: 2021927413
IČ DPH: 2021927413

Registered in the Trade Register of the District Office Prievidza,
Trade Register Number: 340-20237

Establishment
Bojnický Vínny Dom ****
Hurbanovo námestie 57/60
972 01 Bojnice



Registered in the Commercial Register of the District Court Trenčín,
Section: Sro, Insert No.: 15332/R

with registered office at [.]
registered in: [.]
Company ID (IČO): [.]
Tax ID (DIČ): [.]
VAT ID (IČ DPH): [.]
Bank connection: [.]
IBAN account number: [.]
Acting through: [.]
Contact person: [.]

(hereinafter referred to as the "Client")

SERVICES

Based on the price quote dated [.]
the Client orders the following services from the Hotel:

Date/Term: [.]
Accommodation price: [.]
Catering/Boarding price: [.]
Additional services included: [.]
Total price: [.]

**(hereinafter referred to as the "Services") prices are calculated including VAT*

By sending the signed order from the Client to the Hotel and upon delivery of the order confirmation from the Hotel, the order becomes binding, establishing an obligation (i) for the Client to pay a deposit in the amount of 70% (seventy percent) of the ordered Services and (ii) to comply with all conditions established by the agreement between the Client and the Hotel in the order, including the cancellation policy stated herein. The Client is obliged to pay the deposit based on a proforma invoice issued by the Hotel. The proforma invoice is due within 7 (seven) days from the date of its issuance.

Cancellation Policy

In the case of ordered Services, the cancellation fee shall be determined as a percentage of the price of all ordered Services as follows:

1. If the Client has reserved 4 (four) or more rooms in the Hotel within the Services through the order, the Client is obliged to pay the Hotel a cancellation fee in the following amount:
 - a) 10% (ten percent) if the Client cancels this order up to 30 (thirty) days before the commencement of the provision of services"
 - b) 50% (fifty percent) of the price for all reserved Services if the Client cancels this order up to 15 (fifteen) days before the commencement of the provision of Services
 - c) 100% (one hundred percent) of the price for all reserved Services if the Client cancels this order 8 (eight) or fewer days before the commencement of the provision of Services



2. If the Client has reserved a maximum of 3 (three) rooms in the Hotel within the Services through this order, the Client is obliged to pay the Hotel a cancellation fee in the amount of:
 - a) 10% (ten percent) if the Client cancels this order up to 9 (nine) days before the commencement of the provision of services
 - b) 50% (fifty percent) of the price for all reserved Services if the Client cancels this order up to 7 (seven) days before the commencement of the provision of Services;
 - c) 100% (one hundred percent) of the price for all reserved Services if the Client cancels this order 5 (five) or fewer days before the commencement of the provision of Services

Any changes to the reservation of Services that constitute more than 5% (five percent) of the total number of participants or the total volume of booked nights specified in the order shall be considered a cancellation of the order. Such changes are subject to the standard cancellation policy. Cancellation terms also apply in cases where the reservation of Services is moved to a different period. For the purposes of individual conditions for stays of multiple nights, the number of rooms is understood as room-nights (i.e., the product of the number of rooms and the number of nights).

In the event that the ordered Services cannot be provided by the Hotel and/or utilized by the Client at the agreed time due to the mandatory closure or operational restrictions of the Hotel and/or any restriction of human rights and freedoms of the citizens of the Slovak Republic based on a regulation of the Government of the Slovak Republic or another competent authority, the Client or the Hotel is entitled to cancel the ordered Services and the Hotel shall refund the paid deposit to the Client in full. If the Client decides to reschedule the ordered Services to a new date for the reason stated above, the Hotel shall transfer the paid deposit to the new date. The cancellation of ordered Services for any other reason is subject to the general cancellation terms and conditions specified in this order.

