



General Terms and Conditions

Dear Guest!

We are pleased that you have decided to use the services of the Palace Art Hotel Pezinok of the Šimák Castle Pezinok area.

We kindly ask you to familiarize yourself with the following General Terms and Conditions, which regulate and specify the contractual relationship between you and the Hotel Operator, based on the acceptance of your order.

1. The purpose of these General Terms and Conditions (hereinafter also referred to as "GTC") is to establish a legal framework of relations between the Hotel Operator and its Clients in order to ensure that the Client is informed about the conditions of providing services.
2. The GTC apply to the contracts of accommodation, provision of services in the organization of a social event, rental of the conference and banquet rooms of the Hotel for Events, and organization of events, as well as all other supplies and services provided to the Clients.
3. The Client's business conditions can only be accepted if they were expressly agreed in writing in advance.
4. The GTC shall be binding on each Contract (agreement) and order, the subject of which is the obligation of the Hotel Operator to provide the Client with certain Services, and the Client's obligation to pay the agreed price for the provided Services. The full text of the GTC is published on the website of the Hotel Operator www.palacearthotel.sk; they are available at the Hotel Reception for inspection.
5. It is assumed that the Client has become acquainted with the GTC, unless he/she proves that access to them was restricted or prevented by the Hotel Operator.
6. The GTC become binding on the Hotel Operator on the day when published on the website www.palacearthotel.sk, and on the Client upon the ordering a Service.
7. The Hotel Operator provides the Clients with Services to an appropriate extent as stipulated by the Decree of the Ministry of Economy of the Slovak Republic No. 277/2008 Coll., laying down the classification marks for the accommodation facilities in their classification into categories and classes.
8. The Hotel Operator is also entitled to provide services through its subcontractors. The Hotel Operator shall be held liable for the fulfillment of the obligations by its subcontractors as if it had provided them itself.



Article I Definition of Terms

For the purposes hereof, the following terms are used in the text with initial capital letters and have the following meaning:

1. **Exclusivity** is the Client's right to exclusively use the Hotel premises (Accommodation in 48 rooms, Pálffy restaurant, Palace Lounge, Knight's Hall, Golden Hall, Courtyard); Exclusivity does not include a rental of the Zámocká Viecha restaurant. A remuneration shall be determined according to the current pricelist, unless the Parties agree otherwise.
2. **Hotel** means all structures (or some of them) operated by the Hotel Operator, called Palace Art Hotel Pezinok, and any other premises located at Mladoboleslavská 5, 902 01 Pezinok, operated by the Hotel Operator, and/or any another space, in which the Hotel Operator provides Services.
3. **Individual Clients** are usually 1 to 9 people, who jointly order the services of the Hotel, or jointly book accommodation in the Hotel for the same days of arrival and departure. The Client is not considered an Individual Client, unless the Hotel Operator confirms to him/her that it is a Group Client.
4. **Client** is any natural or legal person, who enters with the Hotel Operator into an accommodation contract, a contract for the provision of services for the organization of a social event, or any other contract, or sends a binding order to the Hotel Operator.
5. **Order/Booking** is any ordering/booking of services by the Client, accepted and confirmed by the Hotel Operator in writing, by e-mail from a competent person, or by an automated IT booking system of the Hotel.
6. **Moment of payment** is a moment, when the Hotel Operator got the opportunity to dispose of the paid funds, i.e. a day, on which the funds credited the account of the Hotel Operator, were taken over at the cashier, etc.
7. The event **Organizer** is any natural or legal person, who organizationally, technically or otherwise arranges the Event on behalf, or for the benefit, of the Client and, for this purpose, enters into a contractual relationship with the Hotel Operator; the client of the event (Client) is the Organizer thereof, unless otherwise agreed.
8. **Event** is a social event attended by a larger number of people, which may be associated with the provision of several types of services in the Hotel premises (especially accommodation, catering, wellness and congress services).
9. **Hotel Operator** is the business company PALACE HOTEL PEZINOK, s.r.o., with its registered office at Mladoboleslavská 5, 902 01 Pezinok, ID number: 51 888 602, a company incorporated in the Companies Register at the District Court of Bratislava I; section: Sro; insert number 131104/B.
10. **Service** are any services provided by the Hotel Operator in accordance with its subject of business, in particular, the accommodation, catering, wellness and congress services.

11. **Group** is usually 10 or more people, who jointly order the services of the Hotel, or jointly book accommodation in the Hotel for the same days of arrival and departure.
12. **Damage** means actual damage and lost profits. Damage is compensated in money; however, if the entitled party so requests and if possible, the damage shall be compensated by reinstatement.
13. **Contract** is an accommodation contract, a contract for the provision of services in the organization of a social event, or any other contract concluded by the Hotel Operator with the Client.
14. **Parties** are the Hotel Operator and the Client.
15. **Accommodation** is the Client's check-in at the Hotel Reception, when the Client fills in or confirms the required data, agrees on the method of payment of costs associated with his/her stay in the Hotel, and is given a key that entitles him/her to enter the assigned room and agreed premises of the Hotel during the agreed stay.
16. **Room Release**, i.e. check-out means the Client vacating the assigned room, leaving it to be subsequently cleaned, while the Client is obliged to inform the employee at the Hotel Reception of the vacancy; returning the key to the assigned room to the employee at the Hotel Reception, and settling all payables to the Hotel.

Article II

Conclusion of the Contract

1. The conclusion of the Contract means the moment of signing the Contract by the last Party, or confirmation of the Client's Order/Booking by the Hotel Operator; confirmation may be made in writing, by fax, by e-mail, or an automated Hotel IT booking system. In case of a Service, for which an advance invoice is issued, the confirmation of the Order/Booking by the Client is conditioned by a payment of the advance invoice in full and within the due date; however, this does not affect the moment of conclusion of the Contract as stated above in this point. Until the Moment of Payment, the Hotel Operator is not obliged to provide the Services, and is entitled to freely dispose of the booked premises and accommodation capacities or Services, i.e. to offer them to any other interested parties.
2. By concluding the Contract and upon the Moment of Payment, the Hotel Operator undertakes to provide the Client with the Services in the agreed scope, quality, and time. Upon conclusion of the Contract, the Client is obliged to pay the agreed price to the Hotel Operator and to compensate it for any damage caused in connection with the ordering and/or use of the Hotel Services.
3. The Parties are the Hotel Operator and the Client. If the Services of the Hotel Operator have been ordered by a third party (intermediary), the intermediary and the Client shall be liable towards the Hotel Operator jointly and severally, unless otherwise agreed in writing.
4. In case of the group or regularly recurring orders, the Parties may enter into a written Framework Agreement provided that the agreements agreed under the Framework

Agreement take precedence over the provisions of the GBTC. However, the validity and effectiveness of the GTC shall not be affected. This shall also apply to individual contracts.

5. Any subsequent rental (sub-rental) of vacant rooms, as well as their use for other purposes than accommodation, or for purposes other than as agreed in the Contract, require the prior written consent of the Hotel Operator.

Article III

Accommodation Services – Individual Clients

1. The Hotel Operator is obliged to make the booked rooms available to the Client from 02:00 p.m. on the agreed day of arrival in a condition suitable for proper use, and to ensure the Client an uninterrupted exercise of his/her rights associated with accommodation. Upon arrival to the Hotel, the Client shall always identify him-/herself with a valid identity document, which meets the requirements pursuant to the Act No. 253/1998 Coll. on the Registration of Residence of Citizens of the Slovak Republic, and the Register of Inhabitants of the Slovak Republic, as amended.
2. The Client is entitled to have a booked room and accommodation handed over to him/her before the specified time, i.e. as early check-in, only if he/she has explicitly agreed with the Hotel Operator thereon and the Hotel Operator has confirmed this request for the Client in writing or by e-mail. If a room is handed over before 02:00 p.m. on the day of arrival, the Client shall pay to the Hotel Operator a fee according to the currently valid pricelist.
3. The Hotel Operator is obliged to provide the Client with the room of a type according to the order, but the Client is not entitled to receive a specific room, unless he/she has agreed thereon with the Hotel Operator in writing.
4. The Client is obliged to vacate and leave the room by 10.00 a.m. at the latest on the agreed day of departure, unless otherwise agreed in advance. In case of later vacancy of the room, i.e. late check-out, the Client shall pay a fee to the Hotel Operator according to the current pricelist.
5. If the Client has not arrived to the Hotel based on the confirmed Booking by 06:00 p.m. on the day of arrival, and unless a later arrival has been expressly agreed, the Hotel Operator is entitled to leave the booked rooms to other clients; the Client, who has not been accommodated or agreed otherwise with the Hotel Operator, is obliged to pay for the ordered Services in accordance with the Cancellation Policy hereof.
6. If the Client requests to check in at the Hotel before 06:00 a.m. and the Hotel Operator allows it, the Client is obliged to pay the price of accommodation for the entire previous night.
7. The Client is obliged to report to the Hotel Receptionist any discrepancies, inconsistencies, or bookings immediately after having checked-in or found them. He/she is also obliged to proceed similarly, if finding any damage to the room or its inventory. If the Hotel Operator finds damage to the room or its inventory after the Client checked out, and the Client failed

to notify the Hotel Receptionist thereof, the Client is obliged to compensate the Hotel Operator for damage to the room or its inventory in full.

8. During his/her stay in the Hotel, the Client is obliged to store and keep any valuable items or objects of high financial, social or intellectual value in the Hotel vault designated for these purposes at the Hotel Reception. In case of a failure of the Client to do so, the Hotel Operator shall be liable for any damage caused by loss, misuse, harm, theft or in any other way only to the extent specified by law.
9. If the Client is interested in a guaranteed booking, the Hotel Operator is entitled to demand from the Client a payment of a deposit in the amount of 100% of the total price of the booking. The booking is considered guaranteed by the Hotel Operator at the Moment of Payment of the deposit.
10. The Client's stay in the Hotel is regulated by the Accommodation Rules and Operating Rules of the Hotel, which can be viewed at the Hotel Reception. These Rules are binding on the Hotel Clients.
11. Pursuant to the Act No. 404/2011 Coll. on the Stay of Foreigners, as amended, the Client, who is not a citizen of the Slovak Republic or an EU citizen, is obliged to fill in, and hand over to the Hotel Receptionist, an official form reporting the stay of foreigners, where the Client shall fill in all required data completely and truthfully.

Article IV

Accommodation Services – Groups

1. Unless stated otherwise herein, the provisions of Article III GTC and other general conditions hereunder shall apply.
2. The Client is entitled to have a booked room and accommodation handed over to him/her before the specified time, i.e. as early check-in, only if he/she has explicitly agreed with the Hotel Operator thereon and the Hotel Operator has confirmed this request for the Client in writing or by e-mail. If the Client checks in before 03:00 p.m. on the day of arrival, the Client shall pay to Hotel Operator a fee according to the currently valid pricelist.

Article V

Prices for Services Provided by the Hotel Operator and Payment Terms

1. The Client is obliged to pay the agreed price for the provided Services; this also applies to the Services provided by the Hotel Operator to third parties upon the Client's explicit request.
2. The agreed price, or a method of determination thereof, is the price/method stated in the Order/Booking confirmation. If the price has not been agreed in this way, the published pricelist prices apply. If, due to a change in the conditions, under which the Hotel Operator

confirmed the Order/Booking, the Hotel Operator applies a price adjustment, such adjusted prices apply.

3. The prices listed in the Hotel pricelist are final; they include the value added tax, but not local taxes.
4. If the Hotel prices (including the prices of goods and services of the suppliers of the Hotel) increase in the period between the conclusion of the Contract and the provision of the ordered Services, the Hotel may increase the agreed price accordingly. The Hotel Operator also reserves the right to adjust the prices of the Services depending on changes in the relevant legislation/inflation; the Client acknowledges this fact and expresses his/her express consent thereto. The Hotel Operator is obliged to inform the Client about the change in the price of the Services. The Client has the right to comment on the changed amount of the price of the Services within fifteen (15) calendar days from the delivery of the notification of the change in the price of the Services. An increase in the price of the Services as referred to herein is considered a justified change without the need to conclude an amendment; in this case, the Client is obliged to pay the increased price. This provision shall apply only to Orders/Bookings that have not been paid in full in advance upon an advance invoice/prepayment (guaranteed booking according to Article III (9) of the GTC).
5. The Hotel Operator may change the price even if the Client additionally changes the number of booked rooms, the scope of Hotel Services, the length of stay, etc., with the consent of the Hotel Operator. In this case, the Client is obliged to pay the increased price.
6. If discounts have been provided to the Client with regard to the specific conditions of the Order (e.g. quantity discount), but the Client has not complied with the conditions of the Order, the Hotel Operator is entitled to adjust the prices to the standard pricelist prices; In such a case, the Client undertakes to pay the adjusted prices. Any discounts shall apply only on condition that the Client meets the volume/capacity conditions. The Cancellation Policy hereunder shall also apply to the canceled Services.
7. The Hotel Operator is entitled to demand a prepayment, financial guarantee or security to block the amount on the Client's credit/debit card at the Client's check-in, up to the maximum price of the ordered Services.
8. Unless otherwise agreed in advance, the basis for billing the Services ordered by the Client are the Services consumed by the Client.
9. The invoice shall be due fourteen (14) calendar days after it was issued. The invoice is considered paid at the Moment of Payment.
10. Payment by a credit/debit card can be made before and after using the Hotel Services, based on the data provided by the Client necessary to make the payment. By providing data for payment by the credit/debit card, the Client agrees to such a payment. The Hotel Operator also has the right to additionally charge the Client's credit/debit card for any differences that may be discovered after his/her departure (e.g. consumption from the minibar, compensation for damages, fines, etc.), with which the Client agrees. However,



the Hotel Operator is obliged to inform the Client in writing/by e-mail about any additional settlement of differences by the Client's credit/debit card and about the reasons for such additional settlement. The Hotel accepts the following types of credit/debit cards for payments: Visa, Visa Electron, MasterCard, MasterCard Electronic, Maestro, Diners Club International.

11. In the event of a delay in payment, the Hotel Operator is entitled to charge interest on arrears in the amount of 0.05% of the late payment per each day of delay.
12. The Hotel Operator is entitled to a unilateral set-off of receivables from the Client. The Client may set off his/her receivables from the Hotel Operator upon prior agreement with the Hotel Operator.

Article VI

Events

1. To ensure and properly prepare the Event, its Organizer is obliged to notify the Hotel Operator of the final number of participants no later than fourteen (14) working days before the Event.
2. If a scope of Services provided at the Client's request changes, the Hotel Operator shall provide an increase in the scope of Services according to the current capacities while approaching such a request with a reasonable care of a careful manager. However, the Client has no legal right to have the scope of the Services to be provided increased.
3. A change in the number of participants in the Event must be agreed in advance with the Hotel Operator. In the event of such a change in, or deviation from, the number of participants, the Hotel Operator reserves the right to unilaterally exchange any confirmed rooms. When changing the room, the Hotel Operator reserves the right to charge a changed rental price according to the current pricelist. A downward change in the scope of the Client's Services is considered a cancellation of the Services, to which the Cancellation Policy applies accordingly.
4. If the number of participants has been exceeded, the Hotel Operator is also entitled to revise and amend the agreed price. Any amended bill according to the previous sentence is based on the actual number of participants or a binding order, if the Cancellation Policy applies thereto. In this case, the Client is obliged to pay the amended price.
5. For Events lasting longer than by 24:00 p.m. in the Pálffy Restaurant, longer than by 03:00 a.m. in the premises of the Golden Hall and/or longer than by 24:00 a.m. in other premises of the Hotel, and if the agreed price no longer takes into account the longer duration of the Event (beyond opening hours), the Hotel Operator may charge surcharges according to the current pricelist, unless another agreed price results from the Order. In such a case, the Client is obliged to pay surcharges according as billed by the Hotel Operator. After 22.00 p.m., there is a ban on disturbing the night's rest in the outdoor areas of the Hotel.

6. The Organizer/Client of the Event is not entitled to supply the Event with its own meals or drinks, unless upon a prior written agreement with the Hotel Operator. In such cases, the Hotel Operator reserves the right to charge a service surcharge. Pursuant to the Decree No. 533/2007 Coll. on Details of Requirements for Mass Caterers (par. 9 (3) (f) and par. 9 (4) (h) of the Decree), ready meals must be served immediately after their heat completion, but no later than three hours after the end of their technological processing. The Hotel does not provide packaging for uneaten meals; packaging and consumption of uneaten food is at the Client's/Organizer's own risk and liability; the Hotel Operator is entitled to require a declaration for the given purpose to be signed by a person taking over the unused food.
7. The Event Organizer and the Client are obliged to jointly and severally pay the costs of the consumption of food and drinks ordered by the participants of the Event beyond the agreed framework of the total calculation.
8. The Event Organizer and the Client are obliged to pay jointly and severally for the Services ordered by the participants of the Event beyond the agreed framework of the total calculation.
9. The Organizer and the Client are obliged to procure, at their own expense, all permits required by third parties for the purposes of the Event. The Hotel Operator is not responsible for any infringement of intellectual property rights by the Client/Organizer. At the Event, the Organizer and the Client are obliged to settle, in their own name, at their own responsibility and at their own expense, all obligations towards the copyright protection organizations.
10. The Organizer and/or the Client are obliged to immediately inform the Hotel Operator if the Event is capable of arousing public interest, disturb public order, limit/endanger the interests of the Hotel Operator and other Clients of the Hotel Operator. The Hotel Operator is entitled to take adequate measures to prevent such a situation and the Client and the Organizer are obliged to bear them.
11. Advertisements in newspapers or other publications in the media (print, electronic, etc.), advertisements and announcements intended for the general public, in particular invitations to job interviews, organization of the political, religious and commercial events that could indicate any relationship with the Hotel, or are capable of damaging the reputation of the Hotel Operator or parasitizing on its reputation, require the prior express written consent of the Hotel Operator; in case of a breach thereof, the Hotel Operator is entitled to ask the Client and/or the Organizer to jointly and severally pay a contractual penalty in the amount of EUR 1,000 per each individual breach.
12. If the Hotel Operator procures technical and other equipment from the third parties for the Organizer and/or Client based on their request, the Hotel Operator always acts in the name, upon the power of attorney, and on behalf of, the Organizer and/or Client. Thereby, the Hotel Operator does not incur any obligations towards any third parties; the

- claims of any third parties from the use of such equipment are claims only against the Event Organizers and the Client, who are obliged to settle them.
13. The use of the Organizer's and/or Client's own electrical, electronic, technical equipment when using the electrical network of the Hotel requires the prior written consent of the Hotel Operator. The Hotel Operator reserves the right to separately charge for such devices and equipment that increase the costs of energy supply or operating costs of the Hotel above the usual extent.
 14. The Organizer/Client are fully responsible for any failures or damage to the technical equipment of the Hotel caused by the use of such equipment, and shall be jointly and severally obliged to pay the costs associated with restoration thereof and damage thereto. The Hotel Operator is entitled, through its employees or third parties, to inspect such equipment and to take measures to prevent or restrict the occurrence of such a situation, and the Organizer and the Client are obliged to tolerate such measures.
 15. The Organizer and the Client shall be fully liable for the safety of the used technical, electronic or electrical equipment provided to/for the Organizer/Client by the Hotel.
 16. Any brought-in decorative material or other item shall comply with the legal fire requirements. The Hotel Operator is entitled to request from the Organizer and the Client a written opinion of the relevant public administration bodies regarding the fulfillment of the conditions imposed on the given items by legal regulations valid and effective in the territory of the Slovak Republic that regulate fire safety in particular. In order to prevent potential damage, the installation and placement of the brought-in materials and items shall be agreed in advance with the Hotel Operator.
 17. Both, the Organizer and the Client, are obliged to use the premises taken over from the Hotel to the extent corresponding to their nature, in a reasonable and proper manner in accordance with the purpose of takeover, and hand them over to the Hotel Operator in a condition, in which they took them over, with regard to normal wear and tear. If a damage to the Hotel premises has been found after the Event, of which the Organizer and/or Client have failed to demonstrably warn the Hotel Operator in advance or during the takeover of the premises, the damage shall be considered to be occurred during the Event and, for this reason, the Organizer and the Client shall be jointly and severally liable for this damage.
 18. The Organizer and the Client undertake to observe and fulfill, at the venue of the Event or in all premises of the Hotel, any and all obligations arising from the regulations on the health and safety at work, protection of property and fire protection (in particular, but not exclusively upon the Act No. 124/2006 Coll. on Safety and Health at Work, as amended; Act No. 314/2001 Coll., on Fire Protection, as amended; and Decree of the Ministry of Interior of the Ministry of the Interior No. 121/2002 Coll., on Fire Prevention, as amended), which apply to the venue of the Event, the Event itself, and the activity of the Organizer/Client performed at that venue.

19. The Organizer and the Client undertake to observe and fulfill, at the venue of the Event or in all premises of the Hotel, any and all obligations arising from the regulations on the environmental protection (in particular, but not exclusively upon the Act No. 17/1992 Coll. on Environmental Protection, as amended; Act No. 364/2004 Coll. on Waters, as amended; Act No. 478/2002 Coll., on Air Protection, as amended), which relate to the venue of the Event, the Event itself, and the activities of the Organizer and the Client performed at that venue.
20. The Organizer and the Client take full responsibility for their own management of the works, the safety and health protection of their own employees and other persons invited to the venue of the Event during the Event, fire safety, and for monitoring of, and compliance with, the regulations concerning occupational safety and health at work, fire safety and environmental protection, and for the fulfillment of obligations arising therefrom. If the venue of the Event is a joint workplace, the Organizer and the Client shall create and ensure the conditions for ensuring the safety and health protection of employees and fire protection at the venue of the Event in full.
21. The Organizer and the Client are not entitled to make any changes to the Hotel premises without the prior written consent of the Hotel Operator.
22. The Organizer and the Client shall be jointly and severally liable for any damages to, and destruction of, the internal equipment that is part of the rented premises, and other used common premises. In the event that the damage was caused by a person, whom the Organizer and/or Client demonstrably invited to the Event, or who attended the Event with the knowledge of the Organizer/Client, and/or Organizer/Client did not sufficiently prevented such person from attending the Event without the will of the Organizer/Client, the Organizer and the Client shall be fully and jointly liable for this damage.
23. The Organizer and the Client shall be liable for payment of the eventually ordered meals, drinks and/or Services ordered by the participants of the Event.
24. The Organizer/Client shall be obliged to protect the rented premises of the Hotel, the Hotel itself, and the property located therein, from damage, loss or destruction. In the event of imminent damage, the Organizer and the Client undertake to take action to avert it in a manner appropriate to the circumstances of the threat.
25. The Organizer and the Client shall be jointly and severally liable for compliance with all reasonable and necessary measures to maintain the safety and health of persons, who will be located in the rented premises of the Hotel during the Event, as well as for compliance with measures to protect property located in these premises.
26. The Organizer and the Client are entitled to display signs and boards on the premises of the Hotel stating the logos, names and a type of activities related to the Event or to their persons only with the prior written consent of the Hotel Operator. The content, design and condition of these signs and boards must not create an unfavorable public impression, infringe the copyrights of third parties, and must be in accordance with the legal regulations valid and effective in the territory of the Slovak Republic. The



Organizer/Client of the Event shall remove these signs and boards, and eliminate any contamination of the premises after their removal, at their own expense immediately after the end of the Event.

27. In the event that the Organizer/Client leaves the premises dirty or leaves any waste in them after the Event (e.g. boxes, bags, decorations, etc.), they shall pay to the Hotel Operator a fee of at least EUR 200.00 for cleaning of each single used space; such price may be possibly increased depending on the extent of the contamination.
28. The brought-in exhibition and other items must be removed immediately after the end of the Event. If the Organizer and/or Client fail to do it and leave the items in the Event room, the Hotel Operator is entitled to charge the Organizer/Client a rent for the room until these items are removed. The Hotel Operator is also entitled to have these items removed/stores on the account of the Organizer/Client of the Event without concluding a custody or deposit agreement between the Parties.
29. When concluding the Contract or Ordering/Booking the Services of the Hotel Operator, Exclusivity can be agreed between the Hotel Operator and the Client when holding the Event for a fee according to the currently valid pricelist.

Article VII Weddings

1. Unless stated otherwise herein, the provisions of Article VI GTC on Events, and other general conditions hereunder shall apply to weddings.

Article VIII Deposit for Services

1. The Hotel Operator is entitled to request an advance payment, deposit or guarantee by credit/debit card in the amount of 100% of the Client's ordered Services.
2. Unless another, explicitly written agreement has been concluded with the Hotel Operator, the Hotel Operator is entitled to demand advance payments from the Client as follows:
 - a) The first NON-REFUNDABLE advance payment in the amount of 100% of the premise rental price and accommodation price, and 20% of the price of other ordered Services immediately, but no later than fourteen (14) calendar days from the binding order by the Client, while the booking becomes binding on the Hotel Operator yet upon the Moment of Payment;
 - b) The second advance payment in the amount of another 50% of the price of other ordered Services (excluding rental of premises and accommodation), which the Client is obliged to pay no later than ninety (90) days before the scheduled date of the ordered Event/Services;



- c) The third advance payment in the amount of another 30% of the price of other ordered Services (excluding rental of premises and accommodation), which the Client is obliged to pay no later than thirty (30) days before the scheduled date of the ordered Event/Services;
3. If the planned Event and/or Services take place in a shorter period than the periods specified in the previous paragraph, the advance payments shall be governed by the due date indicated on the advance invoice.
4. If any advance payment has not been made at the time of maturity thereof, the Hotel Operator reserves the right to cancel the booking without prior notice and offer rental and Services to other clients; the Cancellation Policy of the GTC shall apply to any uncollected/canceled Services.

Article IX

Withdrawal/Cancellation of the Order. Cancellation Policy

1. The Client has the right to cancel the ordered Services and/or Event, i.e. withdraw from the Contract. The Client is obliged to make a cancellation in writing or by e-mail to be sent to the contact details of the Hotel Operator, by stating, in particular, the wording, such as e.g. "cancellation" or "withdrawal" or "annulment", and any further information on whether it cancels the entire Event/all Services or only a part thereof, with exact specification thereof.
2. When canceling the Event/Services, the Hotel Operator is entitled to a compensation in a form of a cancellation fee (compensation), to be determined as a percentage of the price of the ordered Services/Event depending on the number of persons agreed to attend the Event/Services, and the time between the cancellation day of the Event/Services and the planned start of the Event/Services.
3. Unless otherwise agreed in writing (e-mail is not enough), cancellation fees shall be determined from the price of the ordered Event and the Services ordered thereto as follows:
 - a) In case of cancellation of the rental of premises for the Event and/or accommodation (including rental within the Exclusivity), the cancellation fee shall **always** be calculated (regardless of the number of days) **as the sum of 100%** of the premise rental price and accommodation price, and **20%** of the price of other ordered Services;
 - b) In case of cancellation of other Services, except for the rental of premises for the Event and/or accommodation, in the period of **91 or more** calendar days before the agreed start of the provision of the Services and/or the planned date of the Event, **no cancellation fee**;
 - c) In case of cancellation of other Services, except for the rental of premises for the Event and/or accommodation, between the **90th – 31st** calendar day before the

- agreed start of the provision of the Services and/or the planned date of the Event, a cancellation fee of **30%** of the price of other ordered Services (excluding rental of premises and accommodation);
- d) In case of cancellation of other Services, except for the rental of premises for the Event and/or accommodation, within **30 or less** calendar days before the agreed start of the Services or the planned date of the Event, a cancellation fee of **80%** of the price of other ordered Services (except rental of premises and accommodation).
4. When accommodating **Individual Clients in up to 9 rooms** (without holding an Event) for the same dates, the Hotel Operator is entitled to charge the cancellation fees according to the specific Cancellation Policy of the specific individual price provided in the accommodation pricelist. If no special Cancellation Policy was indicated when accommodation was booked, the following Cancellation Policy shall apply (Cancellation Policy according to point 3 of this Article IX does not apply):
- Cancellation of accommodation **7 or more** calendar days before the planned start of the stay, **no cancellation fee**;
 - Cancellation of accommodation between the **2nd – 6th** calendar day before the planned start of the stay, a cancellation fee **50%** of the price of the booked accommodation;
 - Cancellation of accommodation less than **48 hours** before the scheduled start of the stay; a cancellation fee **100%** of the price of the booked accommodation.
5. When accommodating **groups, i.e. 10 and more rooms** (without the Event) for the same dates, the Cancellation Policy according to point 3 of this Article IX shall apply equally.
6. The Client and the Organizer shall be jointly and severally liable for, and undertake to pay, the obligations of the participants of the Event and/or their guests, who used the Services of the Hotel.
7. If the cancellation of a certain number of rooms in a group booking reduces the total booked rooms to less than 10 rooms, the Hotel Operator reserves the right to change the price between the Group booking and the Individual booking, with the conditions of the Group booking to continue. The Client is obliged to pay the adjusted price. The Client shall pay in full the costs of the technical equipment ordered by the Hotel Operator for the needs of securing the Event, in the range of costs already incurred by the Hotel Operator, which could not be covered by other uses.
8. When providing catering Services, the total price of the ordered Services is considered to be the sum of current prices for drinks and food. If this price has not yet been agreed,

the formula for the calculation applies as follows: The lowest current menu price per person x the number of ordered persons.

9. If the Client arrives late to the ordered catering and/or Event Services by more than **1 hour**, the Hotel Operator reserves the right to move the ordered Services to another free hour or to other accessible premises of the Hotel, or to offer another equivalent Service.
10. If the Client arrives late to the ordered catering and/or Event Services by more than **2 hours**, the Hotel Operator reserves the right to cancel the ordered Services and charge the Client a **cancellation** fee of **100%** of the uncollected/unused Services ordered from the Hotel Operator.
11. If the Client arrives to the ordered Services of wellness or rental or tour of the Castle or other services provided by the Hotel through another supplier, the Hotel reserves the right to cancel the ordered Services and charge the Client a **cancellation** fee of **100%** of the uncollected/unused price ordered services of the Hotel.
12. The right to provide the Services specified in the Gift Card expires upon expiration of the period specified in the Gift Card. Purchased Gift Cards cannot be refunded. The Gift Card cannot be exchanged for cash or other financial compensation. The Gift Card is for single use only. If the value of the ordered Services and the value of the Services used during the Client's stay in the Hotel is lower than the value of the Gift Card, no difference will be refunded. If the value of the ordered Services is higher than the value of the Gift Card, the Client is obliged to pay a difference in price. The Gift Card is valid for one (1) year from its issue. The validity of the Gift Card cannot be extended.

Article X

Damages and the Legal Regime of Contractual Relations

1. All contracts are concluded in accordance with the law of the Slovak Republic and take precedence over all provisions hereof. In relations that are not governed hereby, the contractual relationship shall be governed by:
 - If the Client is a natural person-consumer, the Act No. 40/1964 Coll., the Civil Code, as amended and Act No. 250/2007 Coll. on Consumer Protection, as amended;
 - In other cases, the Act No. 513/1991 Coll., the Commercial Code, as amended.
2. If damage occurs on the part of the Client during the provision of the Hotel Operator's Services, the compensation for damages is limited and will be provided to a maximum of 30% of the volume of payments actually received by the Hotel Operator from the Client. If the Client is a natural person-consumer, such compensation is limited to 50% of the volume of payments actually received by the Hotel Operator from the Client.

Article XI

Withdrawal from the Contract by the Hotel Operator

1. The Hotel Operator is entitled to withdraw from the Contract if a booking has been agreed with the Client's option to withdraw from the Contract without payment, and such booked services are demanded from the Hotel Operator and the Client has not waived his/her right to withdraw at the Hotel Operator's call.
2. The Hotel Operator is entitled to withdraw from the Contract even if any of the following situations occur:
 - a) The right to withdraw was agreed in writing with the Client for the reasons stated in the Contract;
 - b) The Client does not insist on performance by the Hotel Operator;
 - c) The Client has outstanding liabilities towards the Hotel Operator after the due date;
 - d) An advance payment/prepayment was agreed when booking and the Client has not fulfilled his/her obligation in time;
 - e) There are circumstances, for which the Hotel Operator shall not be held liable (e.g. Force Majeure), which make the fulfillment of the Contract impossible, or make it possible only with significantly increased costs. For the avoidance of doubt, an increase of 100% or more can be considered a substantial increase in costs;

- f) The services or the Event were booked by stating the false, misleading or incorrect data of the Client or other significant facts (e.g. in fact a smaller number of guests, lower use of services, etc.);
- g) The Hotel Operator has reasonable grounds to believe that the use of Hotel Services could be contrary to the law/good morals, or could jeopardize the proper operation, safety or reputation of the Hotel.

Article XII

Liability for Damage Caused to Items Brought in or Stored

1. The Hotel Operator shall be liable for damage caused to items brought in or stored pursuant to the par. 433 et seq. of the Civil Code. Brought/in items are items brought into the Hotel premises, which have been booked for accommodation or storage of items, or which have been handed over to any of the authorized employees of the Hotel Operator for this purpose. The Hotel Operator shall not be liable for any items left behind in the public premises of the Hotel.
2. The Hotel is liable for jewelry, money and other valuables only up to the amount specified by law, if they have been stored and locked in a place designated for this purpose in accordance with the Hotel's Accommodation Rules. The right to compensation for damages expires if it was not exercised on the day when the injured Client learned of the damage, but no later than on the day of departure from the Hotel. A written record of the loss, theft or damage must be written in accordance with the Hotel's Complaints Procedure at the Hotel Reception.
3. Providing a place to park the vehicle shall not establish a custody or storage agreement between the Hotel Operator and the Client. The Hotel Operator shall not be liable for the loss or damage of motor vehicles parked or moved on the plot and their accessories. The Client acknowledges that the car park provided by the Hotel Operator to the Client is not guarded by the Hotel Operator's employees; for this reason, the Hotel Operator shall not be liable for any theft or any damage to the Client's vehicle parked in this car park.
4. The Hotel Operator shall not be liable for accidents occurred during leisure programs of any kind, unless the damage occurred for reasons, for which the Hotel Operator is demonstrably liable due to its gross negligence or intent.

Article XIII
Special Provisions

1. No animals may be brought into the Hotel premises. However, if the Hotel Operator gives prior written consent to the stay of animals in the Hotel premises, the Client is obliged to pay a price surcharge in the amount specified by the Hotel Operator.
2. Smoking is only allowed in the designated areas of the Hotel. Smoking is strictly forbidden in other premises of the Hotel (all indoor facilities and rooms). In case of violation of this prohibition, as well as violation of the provisions of Act No. 377/2004 Coll. on the Protection of Non-Smokers and on the amendment of certain acts, the Hotel Operator has the right to demand the Client to pay a contractual penalty in the amount of €300 per each such violation found. This provision shall apply to all types of cigars and cigarettes, as well as electronic cigars and/or cigarettes.
3. No substances of a dangerous nature (explosives, ammunition, corrosives, poisons or toxic substances, infectious or radioactive materials) may be brought into the Hotel premises.
4. For the safety reasons, it is not advisable to leave children under the age of 10 unattended by adults, neither in the room, nor in other public premises of the Hotel, except those booked for such purpose. The parent or legal guardian shall assume responsibility for any damage caused by a minor. The provisions of §422 of the Civil Code are not affected by this and shall apply accordingly.
5. For the security reasons, the Client is not entitled to carry a weapon and ammunition on the premises of the Hotel, or otherwise store the weapon and ammunition in a condition enabling their immediate use, or in violation of Act No. 190/2003 Coll. on Firearms and Ammunition, and on amendments to certain acts.
6. The Hotel Operator will take over messages and postal consignments intended for Clients only during their stay in the Hotel or the use of Services. The Hotel Operator does not accept shipments of goods addressed to the Clients.
7. The Hotel Operator shall store any found items in the designated areas (marked as "lost property office") for a maximum of six (6) months of their discovery. Food items, expired items, and items that may in any way endanger the safety, operation or reputation of the Hotel Operator and other guests are excluded from storage and will be immediately disposed of upon a protocol. The Client requesting a found item is obliged to pay the costs of a delivery thereof to the Client.
8. It is not allowed to bring own food, semi-finished products, delicacies, sweets, drinks and the like into the Hotel premises, unless otherwise agreed in writing in advance. If failing to notify thereof, the Hotel Operator reserves the right to unilaterally charge the Client a compensation for damages and a contractual penalty according to the current pricelist of the Hotel.

9. Clients are strictly prohibited from relocating equipment, furniture or any equipment/facilities of the Hotel and making any modifications, unless otherwise agreed in writing in advance with the Hotel Operator.
10. Clients are not allowed to bring into, and use in, the Hotel premises the electrical appliances that are not the property of the Hotel Operator, except those used for personal hygiene of the Client (e.g. shaver, hair dryer, etc.) and for charging mobile phones, laptops, etc. The Client shall be solely responsible for any injuries and damages caused by bringing-in any equipment, which is not the property of the Hotel Operator.

Force Majeure

11. The Parties shall not be liable for breach of their obligations under the Contract caused by circumstances of Force Majeure. However, liability shall not be precluded by an obstacle, which arose yet when the liable Party was in arrears with its obligation, or which arose from their economic circumstances.
12. For the purposes of the Contract and hereof, Force Majeure shall be deemed to be obstacles, which have arisen independently of the will of the liable Party and prevent that Party to fulfill its obligation under the Contract, unless it can be reasonably assumed that the liable Party could have foreseen such an obstacle at the time of signing the Contract and could have averted/overcome the consequences of such an obstacle.
13. For the purposes of the Contract, Force Majeure means e.g. declaration of a state of emergency, revolution, uprising, insurrection, coup d'état, military coup, demonstration, internal unrest, strike, expulsion from work, repressive interventions by state authorities or public administration, spread of communicable diseases (e.g. COVID-19), any decision of a state body/local authority/court decision or other official measures issued in connection with the events deemed to be Force Majeure for the purposes of the Contract.
14. If one of the Parties is unable to fulfill its obligation under the Contract due to Force Majeure, it is obliged to notify the other Party of this fact without undue delay.
15. If, due to Force Majeure, performance of the Contract becomes impossible for a period of more than three (3) months from the occurrence of the obstacle, either of the Parties may refer to the event in question; for this reason, it has the right to deliver a written request to the other Party to amend the Contract in relation to the subject of the Contract, the price and the time of performance.
16. Unless the Parties agree otherwise, the Client has the right to a alternative provision of Services on another agreed date; any paid advance payments will not be refunded, but will be transferred and credit the Services provided on another agreed date.
17. The liability-excluding effects are limited to the period, during which the obstacle, to which these obligations are attached, lasts.



Article XIV

Personal Data Protection

1. The Hotel Operator processes any freely provided personal data of the Client in the range of data specified in the booking form, namely the name, surname, address, country of residence, e-mail, and telephone number, as the processing of personal data is necessary for booking of the accommodation services provided by the Hotel Operator and/or processing of the Client's request for information before the Hotel Operator has provided accommodation services, and for the fulfillment of the obligations of the Hotel Operator imposed by the generally binding legal regulations. The processing of personal data by the Hotel Operator is performed for the time necessary to fulfill the above purpose of processing.
2. By checking the appropriate box before sending the booking request, the Client can express his/her consent to the sending of information about news and special offers of the Hotel Operator (Newsletter). By checking this box, the Client as a data subject freely and voluntarily grants the Hotel Operator, in accordance with the Personal Data Protection Act and relevant EU legislation, his/her explicit consent to the processing of the provided e-mail address for the marketing purposes – sending Newsletter via e-mail/s. The Client grants this consent to the processing of personal data for a period of five (5) years.
3. The Client is responsible for the completeness, truthfulness, and accuracy of the personal data provided. In the event of a change in the personal data provided, the Client is obliged to immediately notify the Hotel Operator of the change.
4. The Client may revoke the consent to the processing of personal data for the marketing purposes (for sending the Newsletters) at any time by clicking on the appropriate link indicated directly in each marketing e-mail from the Hotel Operator, by sending an e-mail to the Hotel Operator, or in person at the Hotel Reception.
5. Any stored personal data shall be deleted in the event of out-of-date personal data provided, revocation of consent to the processing of personal data, after the purpose/period, for which consent to the processing of personal data was granted, was fulfilled/expired, or if storage for any legal reasons is inadmissible.
6. The Client acknowledges the processing of personal data pursuant to Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 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 (GDPR), and pursuant to the Act No. 18/2018 Coll., as amended. The Hotel Operator processes the provided personal data for the purpose of proper provision of Services or other performances for the Client, for the duration of a contractual relationship, including the time for exercising liability from the contractual relationship and, after termination, for a period required by special laws of the Slovak Republic. The rights of the Client as a data subject are

regulated by Act No. 18/2018 Coll. and Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 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 (GDPR) – the right of access to the personal data; the right to rectification and erasure of the personal data; the right to restriction of processing; the right to object to the processing of personal data; the right of personal data portability; the right to lodge a complaint or petition to the supervisory authority, which is the Personal Data Protection Authority; the right to revoke consent to the processing of personal data at any time if the personal data are processed with the consent of the data subject.

7. The Client has the right to be provided with the information free of charge regarding the processing of his/her stored data. Provided that the requirements set out in the generally binding legal regulations have been complied with, the Client also has (i) the right to access his/her personal data, (ii) the right to rectify incorrect personal data, (iii) the right to restrict (block) the processing of personal data, (iv) the right to object to the processing of his/her personal data for the purposes of direct marketing, (v) the right to have personal data erased, in particular if they are no longer needed for the purposes, for which they were obtained or otherwise processed, or if he/she revoked his/her consent to their processing and there is no other legal basis for their processing, or if personal data have been processed illegally. The Client also has the right to data portability provided that the specified conditions have been met, i.e. he/she has the right to obtain its personal data, which he/she has voluntarily provided to the Hotel Operator, in an electronic form, in a structured, commonly used and machine-readable format and, in this connection, he/she may exercise his/her right to transfer this data to another controller, if such transfer is technically possible (the right to data portability).
8. In the event that the Client exercises any of the rights of the data subject under the legal regulations governing personal data protection and it is not possible to verify the identity of the requestor from the Client's request, or if the Hotel Operator has legitimate doubts in connection with the identity of the person submitting the request, the Hotel Operator reserves the right to request this person to provide additional information necessary to confirm the identity of the person making the request.
9. If the Client, as the data subject, suspects that his/her personal data are processed in violation of the applicable legislation, the Client has the right to file a complaint with the supervisory body, which is the Office for Personal Data Protection of the Slovak Republic, with its registered office at Hraničná 12, 820 07 Bratislava.
10. The Hotel Operator declares that it processes personal data only for the above-mentioned purposes and in accordance with the law on the personal data protection and relevant EU legislation, using appropriate technical, organizational and security measures.

11. To the extent necessary, the Client's personal data may be provided by the contractual service provider of the Hotel Operator (another third party – the recipient), if this is necessary to fulfill the purpose, for which they were obtained. Such a contractual provider of the Services of the Hotel Operator is mainly the provider of marketing services, a bank, etc. The data may be used by these service providers only for the purpose, for which they were obtained.

Article XV

Final Provisions

1. The GTC and the legal relations established thereupon are governed by Slovak law.
2. Should any individual provisions of the GTC be or become ineffective or invalid, this does not affect the validity or effectiveness of other provisions of the GTC.
3. Clients confirm their consent to these GTC when executing the Order. The Hotel Operator reserves the right to change the GTC. The obligation to notify of the GTC in writing shall be deemed to be fulfilled by placing them in accessible places on the premises of the Hotel and on the website of the Hotel www.palacearthotel.sk.
4. Pursuant to the par. 4 (1) (e) of the Act No. 22/2004 Coll. on Electronic Commerce, and on amendments to the Act No. 128/2002 Coll. on State Control of the Internal Market in Matters of Consumer Protection, and on amendments to certain acts, as amended by the Act No. 284/2002 Coll., the general supervisory body in consumer protection in the internal market is the Slovak Trade Inspection, SOI Inspectorate for the Bratislava Region, Prievozska 32, P. O. BOX No. 5, 820 07 Bratislava 27, Supervision Department.
5. If the Client acts in the position of a consumer and is not satisfied with the manner his/her complaint has been handled, or if he/she believes that his/her rights have been violated, he/she has the opportunity to contact the Hotel Operator with a request for redress. If the request for redress was rejected or has not been answered within thirty (30) calendar days from the date of its dispatch, the Client, who in the position of a consumer, has the right to submit a motion to initiate alternative dispute resolution pursuant to the par. 12 of the Act on Alternative Dispute Resolution. The relevant entity for alternative dispute resolution (ADR) of consumer disputes is the Slovak Trade Inspection (www.soi.sk) or another relevant authorized legal entity registered in the list of entities for alternative dispute resolution maintained by the Ministry of Economy of the Slovak Republic

<https://www.mhsr.sk/obchod/ochrana-spotrebitela/alternativne-riesenie-spotrebitelskych-sporov-1/zoznam-subjektov-alternativneho-riesenia-spotrebitelskych-sporov-1>.

The Client has the right to choose, which of the listed entities of alternative resolution of consumer disputes to turn to. At the same time, the Client can use the online dispute resolution platform available at <http://ec.europa.eu/consumers/odr/> to submit an



alternative dispute resolution proposal. Information on application fees can be found on the website of a specific ADR entity. The Client, as a consumer, shall fill in the electronic complaint form when submitting the motion to the ADR platform. The information submitted must be sufficient to identify the relevant ADR entity online. The Client, as a consumer, can attach documents to support his/her complaint.

6. Before placing a booking/order, as well as before using the Hotel Operator's website, the Client confirms that he/she has read these GTC, including information before concluding the Contract, and the Complaint and Accommodation Rules, and that he/she expressly agrees therewith in the wordings as amended and effective in time of booking/order, or at the start of using the Hotel Operator's website.

In Pezinok on 11. 3. 2024

Mgr. Štefan Šimák
Managing Director