

COMPLAINT RULES OF THE “Termály Malé Bielice” ACCOMMODATION FACILITY

I.

General Provisions

- (1) **AQUALAND Malé Bielice, s.r.o.**, Id No: 44 414 340, a company with its registered office at Partizánske, Kúpeľná 103-105, Postal Code 958 04, registered in the Commercial Register kept by the District Court in Trenčín, File No. 33187/R (hereinafter the “**Operator**”) provides accommodation and related services to guests in the premises of the “**Termály Malé Bielice**” accommodation facility located in Partizánske, Kúpeľná 103-105, Postal Code 958 04 (hereinafter the “**Accommodation Facility**”).
- (2) By virtue of the provisions of Slovak Act No. 40/1964 Coll., the Civil Code, as amended (hereinafter the “**Civil Code**”) and the provisions of Slovak Act No. 250/2007 Coll., on consumer protection and on amendment of Act No. 372/1990 Coll. of the Slovak National Council, on offences, as amended (hereinafter the “**Consumer Protection Act**”), the Operator hereby adopts the following Complaint Rules (hereinafter the “**Complaint Rules**”) for the purposes of the correct procedure in the filing and handling of complaints regarding products and services provided in the Accommodation Facility.
- (3) These Complaint Rules apply to the accommodation and related services and products purchased by the Guest from the Operator.

II.

Rights Based on Liability for Defects

- (1) If the Guest of the Accommodation Facility is provided with products or services to a lower extent or in a poorer quality than as agreed in advance or than usual, the Guest is entitled to claim any shortcomings and defects in the products or services provided, and has the right to get these shortcomings and defects remedied, supplemented, replaced or compensated by provision of new services or a reasonable discount on the agreed price paid for the products or services provided.

III.

Exercise of the Right Based on Liability for Defects (Complaint)

- (1) If the Guest finds any reason or fact that may be the subject of a complaint regarding the services provided, the Guest shall file a complaint without undue delay in the manner specified below.
- (2) If a complaint concerns a purchased product, the Guest shall file the complaint not later than by the expiry of the warranty period for the given product. Warranty periods are regulated by the provisions of Section 620 *et seq.* of the Civil Code. If the Guest fails to file a complaint

in accordance with the above, the right to file the complaint expires and the complaint will not be deemed justified.

- (3) The complaint shall be registered by an authorised person, specifying the circumstances of the complaint and the defects claimed by the Guest. If a complaint cannot be settled immediately, the authorised person shall draw up and provide the Guest with a confirmation of the complaint and advise the Guest of his/her rights following from the provisions of the Consumer Protection Act and, as the case may be, from Sections 622 and 623 of the Civil Code. The authorised person shall decide on the manner of settlement of the complaint immediately and, in more complex cases, will refer the complaint to a superior, who shall decide on the complaint within 3 business days. If a complaint cannot be settled within 3 business days, the complaint shall also be decided on by the superior and the Guest shall be informed of the deadline for settling the complaint. However, this deadline may not exceed 30 days of the date of the complaint. In order to settle the complaint, the Guest shall provide his/her contact details, which are going to be used to inform the Guest about the manner of settling the complaint in case the complaint cannot be settled immediately after having been filed with the authorised person.

IV.

Complaint Procedure for Services and Products

- (1) If the right based on liability for defects related to the accommodation services that are deemed removable is exercised, the Guest is entitled to free, proper and timely removal of defects, i.e. replacement or supplementation of equipment within the scope of Decree of the Ministry of Economy of the Slovak Republic No. 277/2008 Coll., which establishes marks for classification of accommodation facilities into categories and classes, as amended. The Guest shall file a complaint without undue delay after the defect is found with the reception staff of the Accommodation Facility.
- (2) If the right based on liability for defects related to the accommodation services that are deemed irremovable (e.g. technical defects – hot water supply shortage, etc.) is exercised, the Guest is entitled to free alternative accommodation within the Accommodation Facility of the same category, or even a lower category, in which case the Guest is entitled to a reasonable discount on the price paid for accommodation based on agreement with the Operator. The Guest shall file a complaint without undue delay after the defect is found with the reception staff of the Accommodation Facility. If alternative accommodation cannot be provided, the Guest may withdraw from the Contract before the first night, in which case the Guest may claim a refund of the accommodation price paid.
- (3) If the right based on liability for defects related to the catering services, in particular defects regarding meals and beverages that are deemed removable, e.g. concerning the required quality, weight, temperature, measure or price, is exercised, the Guest may request free, proper and timely removal of the defect. Any defects in the quality of meals and beverages intended for immediate consumption must be claimed directly to the restaurant or bar staff as soon as the defect is found (i.e. no more than ¼ of the food or beverage portion should

be consumed). Any defects regarding the weight of the meals or beverages intended for immediate consumption must be claimed before consumption.

- (4) If the right based on liability for defects related to the catering services, especially defects regarding meals and beverages, that are deemed irremovable is exercised, the Guest shall file a complaint in the restaurant or bar directly with the restaurant or bar staff immediately after their purchase. If the staff determines that the defect cannot be removed, the Guest is entitled to have the meal or beverage fully replaced or the price refunded.
- (5) If the right based on liability for defects related to the wellness services that are deemed removable is exercised, the Guest is entitled to free, proper and timely remedy of the defects. Complaints regarding the wellness services shall be filed directly with the spa staff before the start or during the provision of wellness services. If the Guest files a complaint regarding the wellness services after they have been fully provided or used, the complaint will not be deemed justified.
- (6) If the right based on liability for defects related to the wellness services that are deemed irremovable is exercised, the Guest is entitled to a reasonable discount on the price of the service or may withdraw from the Contract before the start of the provision of such service and is entitled to a refund of the price paid for such service. Complaints shall be filed directly with the spa staff. If the Guest files a complaint regarding the wellness services after they have been fully provided or used, the complaint will not be deemed justified.
- (7) If the right based on liability for defects related to the purchased product that are deemed removable is exercised, the Guest is entitled to free, proper and timely remedy of the defects. The Guest is entitled to a replacement of the product, or of a part of the product, if sufficient, provided that the Operator does not incur any unreasonable costs. The Operator reserves the right to replace the defective product with a faultless product, provided that the Operator does not incur any unreasonable costs. The Guest shall file a complaint without undue delay after the defect is found with the reception staff of the Accommodation Facility.
- (8) If the right based on liability for defects related to the purchased products that are deemed irremovable is exercised, the Guest is entitled to a replacement of the defective product with a faultless product or may withdraw from the Contract. This also applies to removable defects if an identical product defect occurred repeatedly or if the product has multiple defects. The Guest shall file a complaint without undue delay after the defect is found with the reception staff of the Accommodation Facility.

V.

Co-operation

- (1) The Guest shall file a complaint in person or by email and take part in the complaint procedure. Guests shall also provide the Operator with all information regarding the product or services provided. If necessary, Guests shall allow the Operator to enter the premises so that the Operator can check whether or not the complaint is justified.

- (2) If a complaint is filed, Guests shall provide all relevant documents on the product or service provided (a copy of the order, invoice, etc.) in respect of which the defect or shortcoming is claimed. The Operator is not obliged to accept a complaint without proof of purchase of the given product or service. If required by the nature of the claimed performance, Guests are also obliged to present the item in respect of which the defect is claimed.

VI. Final Provisions

- (1) Guests are required to become familiar with these Complaint Rules at the beginning of their stay. By checking in at the reception of the Accommodation Facility, the Guest acknowledges and agrees to the contents of these Complaint Rules.
- (2) Pursuant to the provisions of Section 18 (1) of the Consumer Protection Act, these Complaint Rules are posted in a visible place accessible to Guests at the reception desk of the Accommodation Facility and on the Accommodation Facility's website: <https://www.termalymalebielice.com/>.
- (3) Information on alternative dispute resolution can be found in the General Terms and Conditions of the Accommodation Facility, which are available on the Accommodation Facility's website: <https://www.termalymalebielice.com/> and at the reception desk of the Accommodation Facility.
- (4) Information regarding the protection of personal data is provided in the Privacy and Data Protection Policy and published on the Accommodation Facility's website: <https://www.termalymalebielice.com/>.
- (5) In cases not covered by these Complaint Rules, the rights and obligations of the Guest and the Operator are governed by Slovak law.
- (6) These Complaint Rules are drawn up in Slovak and English. In the event that the language versions of these Complaint Rules conflict, the Complaint Rules in the Slovak language shall prevail.
- (7) These Complaint Rules are valid and effective from 18/04/2024.

In Partizánske, on 17/04/2024

AQUALAND Malé Bielice, s.r.o.
Ján KOŽIAK, Managing Director