

GENERAL TERMS AND CONDITIONS OF THE “Termály Malé Bielice” ACCOMMODATION FACILITY

I. General Provisions

- (1) These General Terms and Conditions (hereinafter the “GTC”) of the Termály Malé Bielice accommodation facility located in Partizánske, Kúpeľná 103-105, Postal Code 958 04 (hereinafter the “Accommodation Facility”) provide for the mutual contractual relationship between 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, as the operator of the Accommodation Facility (hereinafter the “Operator”), and a natural or legal person as a guest accommodated in the Accommodation Facility (hereinafter the “Guest”).
- (2) On the basis of an accommodation contract (hereinafter the “Contract”), the Operator provides the Guest with accommodation and related services for the agreed period of time and for the agreed price.
- (3) For group stays and group bookings, these GTC distinguish between the person who made the booking and is a party to the Contract (hereinafter the “Client”) and other persons who are accommodated in the Accommodation Facility as a group (hereinafter the “Other Guests”).

II. Booking of Accommodation

- (1) Guests shall book their stay using the Accommodation Facility’s website via an on-line interface provided by Bookolo System s.r.o. (hereinafter the “Booking Agent”). In each case, the Contract parties are the Guest and the Operator. Guests may also make the booking in person, by telephone or by email. Guests may also book their stay via other internet portals.
- (2) The following provisions of this article of the GTC apply only to online bookings made via the Operator’s website, by email or by telephone or in person directly at the Accommodation Facility. Bookings made via other internet portals are governed by the general terms and conditions of the given portals.
- (3) In order to properly secure the booking, the Guest, if a natural person, must provide the following contact details:
 - (a) name and surname
 - (b) address of residence
 - (c) contact email address
 - (d) telephone number
- (4) In order to properly secure the booking, the Guest, if a legal person, must provide the following contact details:

- (a) name of the legal person making the booking
 - (b) Id. No. and Tax Id. No. of the legal person
 - (c) registered office of the legal person
 - (d) name and surname of the person acting on behalf of the legal person
 - (e) contact email address
 - (f) telephone number
- (5) Within the booking process, Guests also provide the Operator with details of a valid payment card, which is legally held by them. Payment card details are provided for the purposes of payment for the booking (via a payment gateway) or for the purposes of securing the booking, where the payment card details provided may be used by the Operator to pre-authorise the payment card for the amount of the estimated price of the services booked. The requested information is used by the Operator only to secure and arrange for the booking.
- (6) If an advance payment and a booking fee are required to secure the booking, the Guest agrees that the advance payment may be deducted from the payment card provided. By providing the Guest's payment card details, the Guest also agrees that any cancellation fee specified in the Contract may be deducted from the payment card provided.
- (7) The minimum age of an independent Guest accommodated in the Accommodation Facility is 18 years. Guests who have not reached the age of 18 years can only be accommodated together with their legal representatives.
- (8) Once the booking process is successfully completed, the Guest will receive an email from the Operator with a confirmation of the booking. At that moment, the booking becomes binding, and the Contract is entered into unless the confirmation email indicates some other condition required for the booking to become binding, e.g. an advance payment.
- (9) The Booking Agent and the Operator reserve the right to refuse to complete a booking if the data entered by the Guest do not meet the mandatory requirements or are invalid.
- (10) If the payment card provided by the Guest as a security for the booking or the payment card with which the price of the booking was paid has insufficient funds for the booking request to be completed, the booking is invalid. The booking is also invalid if the payment card entered has expired, or if its expiry date falls before the date of the Guest's arrival to the Accommodation Facility specified during the booking process.
- (11) If a booking is invalid, the Guest will be notified by the Operator or the Booking Agent in writing.
- (12) It is the Guest's sole responsibility to inform the Operator of any new or changed accommodation requirements, including changes in arrival times or booking cancellation.

III. Rights and Obligations of the Guest

- (1) Upon execution of the Contract, Guests become entitled to use the booked accommodation premises and their equipment, as well as the common areas of the Accommodation Facility and their equipment, in the regular manner. Furthermore, Guests also become entitled to use the regular services and services associated with accommodation in the Accommodation Facility. However, Guests are obliged to use the accommodation premises in a proper manner so that no damage is incurred by the Operator or third parties.
- (2) Guests are obliged to comply with the rules set out in the Accommodation Rules, which are available on the Accommodation Facility's website: <https://www.termalymalebielice.com/> and at the reception desk of the Accommodation Facility.
- (3) Guests may not grant any third party the right to use the booked accommodation premises without the Operator's express written consent. Any breach of this obligation will be considered a gross breach of the obligations under the Contract.
- (4) Guests may claim any shortcomings in the accommodation or additional services. Any complaints regarding the services must be sufficiently specified by the Guests so that it is possible to unambiguously determine the nature of the shortcomings claimed, their manifestations and circumstances of the finding. The complaint procedure, as well as the time limits for filing and handling a complaint, are set out in the Complaint Rules of the Accommodation Facility, which is available on the Accommodation Facility's website: <https://www.termalymalebielice.com/> and at the reception desk of the Accommodation Facility.
- (5) Guests are liable for any damage caused to the property of the Accommodation Facility by themselves, their visitors or their pets. Guests shall compensate for such damage in full. The Operator's entitlement to such damages also applies to damage found by the Operator after the departure of the Guests.

IV. Rights and Obligations of the Operator

- (1) The Operator shall provide accommodation for the Guest on the basis of the Contract, in the scope and quality confirmed in advance.
- (2) The Operator shall provide the Guest with all necessary information regarding the stay.

V. Price of Accommodation and Services

- (1) The prices of accommodation and additional services are listed in the relevant price list in the booking interface (Bookolo systém s.r.o.) on the Accommodation Facility's website and, in the case of booking made via other internet portals, the prices are listed in the booking interface of such other internet platforms via which the booking can be made.

- (2) The price quoted on the Accommodation Facility's website at the time of the booking is the price of the booked accommodation premises for the entire duration of the stay, not for one night only.
- (3) VAT of 10% is included in the price.
- (4) The price does not include a local tax of EUR 1 per person per each day of stay, even incomplete, except for the day of arrival.

VI. Payment Terms

- (1) Selected accommodation and related services can be paid:
 - (a) online by payment card when making the booking;
 - (b) by payment card or cash upon the Guest's arrival at the Accommodation Facility.
- (2) The email booking confirmation may specify an advance payment for the services ordered and its due date. If the Guest fails to pay the advance payment according to the set schedule, the Operator may withdraw from the Contract.
- (3) All payments made by the Guest to the Operator must be made without deduction and in the full amount of the services ordered. The Operator accepts payments in EUR.
- (4) Additional services ordered by the Guest during the stay will be paid in cash or by payment card upon departure.
- (5) Guests are obliged to pay the agreed price for the additional services ordered upon departure at the latest.
- (6) In the case of group stay and group bookings, the price for the booked accommodation and related services shall be paid by the Client. Additional services shall be paid by Other Guests unless agreed otherwise. For this purpose, Other Guests shall provide the Operator with their payment card details upon arrival for the purpose of pre-authorisation of payments for any additional services.

VII. Termination of the Contract and Related Fees

- (1) Guests are entitled to cancel the booked stay or withdraw from the Contract at any time. The contractual relationship terminates as of the date when the written notice of withdrawal from the Contract is delivered to the Operator.
- (2) Upon withdrawal of the Contract, the Operator shall return to the Guest the advance payment or the payment for the stay within fourteen (14) days of cancellation unless otherwise stated in the booking confirmation sent to the Guest's email address. However, the Operator may

charge the Guest the cancellation fees listed below. If cancellation fees are applied, the Operator will refund the Guest, within the specified time limit, only the difference between the advance payment or the payment for the stay and the applicable cancellation fees. If the cancellation fees exceed the advance payment or the payment for the stay made by the Guest, the Guest shall pay the Operator the rest of the amount of the cancellation fees.

- (3) If booking is made via a portal other than the Accommodation Facility's website, the cancellation terms confirmed in the booking made via the other website shall apply and shall take precedence over the cancellation terms provided below.
- (4) Rules for charging cancellation fees:
 - (a) In the case of individual Guests and group bookings of up to 9 rooms, cancellation fees are indicated in the booking interface provided by the Booking Agent at the time of the booking, and the cancellation terms are also set out in the Contract or in the booking confirmation, which the Guest receives by email to the address provided to the Operator in the booking request.
 - (b) In the case of group bookings of 10 rooms or more, cancellation fees are specified in the contract entered into between the Operator and the Client.
- (5) The Operator may withdraw from the Contract:
 - (a) if the Guest fails to pay the price for the booked stay or the advance payment within the agreed term;
 - (b) if the Guest fails to arrive at the Accommodation Facility on the agreed date;
 - (c) if the Guest violates the Accommodation Rules in a gross manner;
 - (d) for technical reasons.
- (6) Withdrawal from this Contract must be made by a written notice and shall become effective on the date of its delivery to the other Party.
- (7) The Operator does not provide any financial compensation or other compensation to the Guest for unused accommodation and additional or other services.

VIII.

Governing Law and Jurisdiction

- (1) The contractual relationship established by the Contract and these GTC is governed by Slovak law.
- (2) To resolve any disputes arising in connection with the Contract or these GTC, the Operator and the Guests expressly submit themselves to the jurisdiction of Slovak courts.

IX.

Information on Out-of-Court Settlement

- (1) If any dispute arises between the Operator and the Guest (the consumer) on the basis of the Contract or these GTC, the Guest (the consumer) is entitled to file a motion for alternative dispute resolution according to Section 12 of Slovak Act No. 391/2015 Coll., on alternative resolution of consumer disputes and on amendments and additions to certain Acts, as amended, to the following alternative dispute resolution entities:
 - (a) Slovak Trade Inspection
Central Inspectorate of the Slovak Trade Inspection
Department of International Relations and ADR
Prievozská 32
P.O. box 29
827 99 Bratislava
email addresses: ars@soi.sk, adr@soi.sk
 - (b) Another competent authorised legal entity registered in the list of alternative dispute resolution entities maintained by the Ministry of Economy of the Slovak Republic (the list of authorised entities is available at <http://www.mhsr.sk/zoznam-subjektovalternativneho-riesenia-spotrebitelskych-sporov/146987s>)
- (2) The Guest (the consumer) may choose the alternative dispute resolution entity. For more information on alternative resolution of consumer disputes, see the website of the Slovak Trade Inspection: <https://www.soi.sk/en/SOI.soi>.
- (3) The Guest (the consumer) residing in another EU Member State can also use the following platform for out-of-court settlement of cross-border consumer disputes: <https://ec.europa.eu/consumers/odr/main/?event=main.home2.show>

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Final Provisions

- (1) By virtue of Section 273 of Slovak Act No. 513/1991 Coll., the Commercial Code, as amended (hereinafter the "***Commercial Code***"), these GTC form an integral part of each individual contract entered into between the Operator and the Guest.
- (2) The provisions of the GTC shall always apply unless the Parties agree otherwise in the Contract in writing. The provisions of these GTC also apply to group bookings unless agreed otherwise.
- (3) The Operator processes the personal data of Guests in accordance with 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) and in accordance with Slovak Act No. 18/2018 Coll., on the protection of personal data and on amending and supplementing certain acts, as amended. Complete 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/>.

- (4) These GTC have been drawn up in Slovak and English. In the event that the language versions of these GTC conflict, the GTC in the Slovak language shall prevail.
- (5) In cases not covered by these GTC, the legal relationship established by the Contract shall be governed by the provisions of the Commercial Code and Slovak Act No. 40/1964 Coll., the Civil Code, as amended. If the Guest is a consumer, legal relations not regulated by these GTC shall be governed by the provisions of Slovak Act No. 250/2007 Coll., on consumer protection and amending Slovak Act No. 372/1990 Coll., on offences, as amended.
- (6) These GTC are available on the Accommodation Facility's website: <https://www.termalymalebielice.com/> and at the reception desk of the Accommodation Facility.
- (7) These GTC shall enter into effect on 18/04/2024

In Partizánske, on 17/04/2024

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