



TERMÁLY MALÉ BIELICE

COMPLAINTS PROCEDURE

of the Accommodation Facility "Termály Malé Bielice"

I. General Provisions

1. AQUALAND Malé Bielice, s.r.o., Company ID (IČO): 44 414 340, with its registered office at Partizánske, Kúpeľná 103–105, Postal Code 958 04, registered in the Commercial Register maintained by the District Court in Trenčín, Insert No. 33187/R (hereinafter the "Operator"), provides accommodation services and related services to guests at the accommodation facility called "Termály Malé Bielice," located at Partizánske, Kúpeľná 103–105, Postal Code 958 04 (hereinafter the "Accommodation Facility").
2. In accordance with the provisions of Act No. 40/1964 Coll., the Civil Code, as amended (hereinafter the "Civil Code"), and Act No. 250/2007 Coll. on Consumer Protection and on the Amendment to the Act of the Slovak National Council No. 372/1990 Coll. on Offenses, as amended (hereinafter the "Consumer Protection Act"), the Operator hereby issues this Complaints Procedure (hereinafter the "Complaints Procedure") for the purpose of ensuring proper procedures for submitting and handling complaints regarding products and services provided at the Accommodation Facility.
3. This Complaints Procedure applies to accommodation and related services, as well as to products purchased by a guest from the Operator.

II. Right Arising From Liability for Defects

1. If the Accommodation Facility provides products or services to the guest in a lower scope or quality than agreed in advance, or lower than what is standard, the guest has the right to make a complaint about any such deficiencies or defects in the provided products or services. This right includes the right to remedy these deficiencies or defects, to request supplementation, replacement, re-provision of services, or an appropriate discount on the agreed price paid for the products or services.

III. Asserting the Right Arising From Liability for Defects (Complaint)

1. If the guest discovers circumstances or facts that may be grounds for a complaint about the services provided, the guest must submit such complaint without undue delay, in the manner described below.
2. When asserting a complaint about a purchased product, the guest must do so no later than the end of the warranty period for that product. Warranty periods are regulated by Sections 620 et seq. of the Civil Code. If the guest fails to submit a complaint in accordance with the above, the guest loses the right to have the complaint recognized, and the complaint will not be acknowledged as justified.
3. The responsible employee shall record the submitted complaint, indicating the circumstances of the complaint and the specific defects raised by the guest. If the complaint cannot be resolved immediately, the responsible employee must prepare and issue a certificate of the complaint to the guest and instruct the guest on their rights under the Consumer Protection Act and, as applicable, under Sections 622 and 623 of the Civil Code. The responsible employee will decide how to handle the complaint immediately, and in more complex cases will forward the complaint to a supervisor, who will decide on the complaint within 3 business days. If it is not possible to settle the complaint within 3 business days, this supervisor will decide on the complaint and inform the guest of the timeframe for resolving the



complaint. However, this timeframe must not exceed 30 days from the date the complaint is submitted. For the purpose of handling the complaint, the guest is obliged to provide contact details through which the Operator may inform the guest of how the complaint will be resolved if it cannot be resolved immediately.

IV. Procedure for Handling Complaints About Specific Services and Products

1. Complaints About Accommodation Services (Remediable Defects)

- In the case of remediable defects (e.g., missing room amenities or other deficiencies), the guest has the right to free, proper, and timely rectification of such defects, i.e., replacement or addition of amenities in accordance with Decree of the Ministry of Economy of the Slovak Republic No. 277/2008 Coll., which lays down classification signs for the categorization and classification of accommodation facilities, as amended. The guest must make the complaint without undue delay after discovering the defect, at the reception desk of the Accommodation Facility.

2. Complaints About Accommodation Services (Irremediable Defects)

- In the case of irremediable defects (e.g., malfunction of hot water supply, etc.), the guest has the right to be provided free substitute accommodation of the same category within the Accommodation Facility or, if of a lower category, an appropriate discount as agreed with the Operator. The guest must submit the complaint without undue delay after discovering the defect, at the reception desk of the Accommodation Facility. If it is not possible to provide substitute accommodation, the guest has the right to withdraw from the contract before the first night and request a refund of the accommodation price paid.

3. Complaints About Dining Services (Remediable Defects)

- Defects concerning the quality, weight, temperature, or portion size of meals and beverages intended for immediate consumption must be raised by the guest immediately upon discovering them, directly with the restaurant or bar staff. If there is a defect in the quality of food or beverages (e.g., bad taste, odor), the complaint must be submitted immediately (no more than 1/4 of the portion may have been consumed). For defects in the weight or volume of meals or beverages, the complaint must be made before starting consumption.

4. Complaints About Dining Services (Irremediable Defects)

- In the case of irremediable defects (e.g., spoiled food), the guest must submit the complaint immediately after purchase, directly to the serving staff. If the staff determines that the defect cannot be remedied, the guest has the right to a complete replacement of the food or beverage, or a refund of the purchase price.

5. Complaints About Wellness Services (Remediable Defects)

- The guest must submit the complaint in advance or during the provision of the wellness services directly to the wellness center staff. In the case of remediable defects, the guest has the right to free, proper, and timely rectification of such defects (e.g., missing items in the wellness package). A complaint submitted after the wellness services have been fully completed or used will no longer be acknowledged.

6. Complaints About Wellness Services (Irremediable Defects)



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- In the case of irremediable defects (e.g., a serious technical failure preventing use of the service), the guest is entitled to an appropriate discount on the service price or to withdraw from the contract before the service begins and receive a refund of the price paid. The guest must submit the complaint directly to the wellness services staff.

7. Complaints About Purchased Products (Remediable Defects)

- The guest has the right to free, proper, and timely rectification of defects. The guest may also request the replacement of the product (or only the defective part of the product) with a faultless one if this does not impose unreasonable costs on the Operator. The Operator reserves the right to replace the defective product with another faultless product, provided this does not entail disproportionate costs.

8. Complaints About Purchased Products (Irremediable Defects)

- If the product has an irremediable defect, the guest has the right to exchange it for a faultless product or to withdraw from the contract. The same applies to remediable defects that occur repeatedly or if the product has multiple defects.

V. Cooperation

1. The guest is obliged to submit the complaint in person or by email and to participate in the complaint procedure. The guest is also required to provide the Operator with all information regarding the provided product or service. If the situation requires it, the guest must allow the Operator to enter the relevant premises to verify the legitimacy of the complaint.

2. When submitting a complaint, the guest must provide all relevant documents related to the product or service in question (order form, invoice, etc.) for which the defect or deficiency is being claimed. Without providing proof of purchase, the Operator is not obliged to accept the complaint. If necessary due to the nature of the complained service or product, the guest must also submit the specific item that is claimed to be defective.

VI. Final Provisions

1. Guests are required to familiarize themselves with this Complaints Procedure at the start of their stay. By registering at the reception desk of the Accommodation Facility, the guest acknowledges and agrees to this Complaints Procedure.

2. In accordance with Section 18(1) of the Consumer Protection Act, this Complaints Procedure is available for inspection in a visible place accessible to guests, specifically at the reception desk of the Accommodation Facility and on the Accommodation Facility's website at <https://www.termalymalebielice.com/>.

3. Information regarding alternative consumer dispute resolution is provided 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 personal data protection is provided in the Privacy and Data Processing Policy, published on the Accommodation Facility's website at <https://www.termalymalebielice.com/>.



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5. In matters not regulated by this Complaints Procedure, the rights and obligations of the guest and the Operator are governed by Slovak legal regulations.

6. This Complaints Procedure is drawn up in Slovak and English. If there is any inconsistency between the language versions, the Slovak version shall prevail.

7. This Complaints Procedure is valid and effective from 12 February 2025.

In Partizánske on 12 February 2025

AQUALAND Malé Bielice, s.r.o.

Michal Chour, Managing Director