



TERMÁLY MALÉ BIELICE

GENERAL TERMS AND CONDITIONS

OF THE ACCOMMODATION FACILITY "Termály Malé Bielice"

I. General Provisions

1. These General Terms and Conditions (hereinafter the "GTC") of the accommodation facility named "Termály Malé Bielice," located at Partizánske, Kúpeľná 103–105, Postal Code 958 04 (hereinafter the "Accommodation Facility"), govern the mutual contractual relationship between 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, as the operator of the Accommodation Facility (hereinafter the "Operator"), and any individual or legal entity as a guest accommodated in the Accommodation Facility (hereinafter the "Guest").
2. Under the accommodation contract (hereinafter the "Contract"), the Operator provides the Guest with accommodation and related services for the agreed period and at the agreed price.
3. In the event of group stays and group reservations, the person who made the reservation and is a contracting party to the Contract is, for the purposes of these GTC, referred to as the "Ordering Party," and the other persons who are accommodated at the Accommodation Facility as part of the group stay are referred to as the "Other Guests."

II. Accommodation Reservation

1. The Guest reserves a stay via the Accommodation Facility's website, using the online interface provided by Bookolo systém s.r.o. (hereinafter the "Reservation Intermediary"). The Contract is always concluded directly between the Guest and the Operator. The Guest can also make a reservation in person, by telephone, or via email. The Guest may additionally reserve a stay through other online portals.
2. The following provisions of this Article of the GTC apply solely to online reservations made on the Operator's website, by email, by telephone, or in person directly at the Accommodation Facility. Reservations made through other online portals are governed by the respective general terms and conditions of those portals.
3. In order to properly secure the reservation, a Guest who is a natural person must provide the following data:
 - (a) first name and surname,
 - (b) residential address,
 - (c) contact email address,
 - (d) telephone number.
4. In order to properly secure the reservation, a Guest who is a legal entity must provide the following data:



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- (a) name of the ordering legal entity,
- (b) company ID (IČO) and tax ID (DIČ) of the legal entity,
- (c) registered office of the legal entity,
- (d) first name and surname of the acting individual,
- (e) contact email address,
- (f) telephone number.

5. In the reservation process, the Guest also provides the Operator with the data of a valid payment card legally held by the Guest. The payment card data is filled in for the purpose of paying for the accommodation order (through a payment gateway) or for the purpose of guaranteeing the reservation, in which case the Operator may use the provided payment card data to make a pre-authorization on the card in the amount of the anticipated price of the booked services. The provided data serves exclusively to secure the accommodation reservation.

6. If a deposit or reservation fee is required to secure the reservation, the Guest agrees to have such deposit deducted from the provided payment card. By entering the payment card data, the Guest also agrees to the charging of all relevant cancellation fees stated in the Contract to the specified payment card.

7. The minimum age of a Guest who is accommodated on their own at the Accommodation Facility is 18 years. A Guest under the age of 18 may only be accommodated if accompanied by a legal guardian.

8. Upon successful completion of the reservation process, the Guest will receive an email message by which the Operator confirms the reservation. At that moment, the accommodation order becomes binding and the Contract is concluded, unless the confirmation email specifies a different condition for the order to become binding (e.g., payment of a deposit).

9. The Reservation Intermediary and the Operator reserve the right to refuse to complete the reservation if the data provided by the Guest does not meet the required criteria or is invalid.

10. If there are insufficient funds on the payment card provided by the Guest (as a guarantee or for the payment of accommodation) to complete the intended reservation, the reservation becomes invalid. The reservation also becomes invalid if the card's expiration date is not current or expires before the Guest's arrival at the Accommodation Facility.

11. The Guest will always be notified in writing by the Operator or the Reservation Intermediary if the reservation is invalid.

12. It is solely the Guest's responsibility to inform the Operator of any new or changed accommodation requirements, including changes to the arrival time or a possible cancellation of the reservation.

III. Rights and Obligations of the Guest

1. By concluding the Contract, the Guest acquires the right to normally use the reserved accommodation premises and their equipment, as well as the common areas of the Accommodation Facility and their equipment. Moreover, the Guest has the right to use the usual service and services



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related to the accommodation. However, the Guest is obliged to use the accommodation premises properly, so as not to cause damage to the property of the Operator or to third parties.

2. During the stay, the Guest is obliged to comply with the rules set out in the Accommodation Rules, which are available on the Accommodation Facility's website at <https://www.termalymalebielice.com/> and at the reception of the Accommodation Facility.

3. Without the express written consent of the Operator, the Guest may not grant a third party the right to use the reserved accommodation premises. Any breach of this obligation is considered a material breach of the obligations arising from the Contract.

4. The Guest is entitled to lodge a complaint about any deficiencies in the accommodation or additional services provided. The complaint must be sufficiently specific so that the nature of the complained-of deficiencies, their manifestations, and the circumstances of their discovery can be clearly identified. The procedure for submitting and handling complaints, as well as the deadlines for filing and resolving them, are detailed in the Complaints Procedure of the Accommodation Facility, which is available on the Accommodation Facility's website <https://www.termalymalebielice.com/> and at the reception of the Accommodation Facility.

5. Guests are responsible for any damage caused to the property of the Accommodation Facility by themselves, their visitors, or their animals. Guests are obliged to compensate the Accommodation Facility for such damage in full. This right of the Operator to claim damages also applies to damage discovered after the Guests' departure.

IV. Rights and Obligations of the Operator

1. The Operator is obliged to provide the Guest with accommodation in the previously confirmed scope and quality on the basis of the Contract.

2. The Operator is obliged to provide the Guest with all the information necessary for a proper stay.

V. Price of Accommodation and Services

1. The prices of the accommodation services and additional services are specified in the applicable price list in the reservation interface (Bookolo systém s.r.o.) on the Accommodation Facility's website or in the interface of other online portals through which a stay may be booked.

2. The accommodation price stated on the Accommodation Facility's website at the time of reservation corresponds to the price for the entire stay (not per night).

3. The price of accommodation includes VAT at 10%.

4. The price of accommodation does not include the local tax of EUR 1 per person for each commenced day of the stay.



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VI. Payment Terms

1. The selected accommodation and related services can be paid for by the Guest:
 - (a) by payment card online at the time of booking,
 - (b) by payment card or in cash upon arrival at the Accommodation Facility.
2. The email confirming the reservation may indicate a deposit for the ordered services and specify the deadline for its payment. If the Guest fails to pay the deposit within the specified deadline, the Operator is entitled to withdraw from the Contract.
3. All payments must be made by the Guest to the Operator's benefit without any deductions, in the full amount of the ordered services. The Operator accepts payments in EUR.
4. Any additional services ordered by the Guest during the stay are to be paid for in cash or by payment card upon departure.
5. The Guest is obliged to pay the agreed price for the ordered additional services at the latest upon departure.
6. In the case of group accommodation and group reservations, the Ordering Party pays the price for accommodation in the reserved accommodation premises and the services related to the accommodation. The Other Guests pay for additional services, unless otherwise agreed. For this purpose, the Other Guests shall provide the details of their payment cards upon arrival so that a pre-authorization for any additional services can be carried out.

VII. Termination of the Contract and Related Charges

1. The Guest is entitled to cancel the reserved stay at any time or to withdraw from the Contract. The contractual relationship is terminated on the day the written notice of withdrawal from the Contract is delivered to the Operator.
2. Upon withdrawal from the Contract, the Operator is obliged to refund to the Guest the paid deposit or payment for the stay within 14 days of the reservation's cancellation, unless otherwise specified in the reservation confirmation emailed to the Guest. However, the Operator is entitled to charge the Guest the cancellation fees stated below. Once these are applied, the Operator will only refund the Guest the difference between the paid deposit (or payment) and the amount of the cancellation fees. If the amount of the cancellation fees exceeds the deposit (or payment) already paid by the Guest, the Guest is obliged to pay the difference to the Operator.
3. In the case of reservations made via an online portal other than the Accommodation Facility's website, the cancellation terms confirmed at the time of booking on that portal apply and take precedence over the cancellation terms stated below.
4. Rules for charging cancellation fees:
 - (a) In the case of individual guests and group reservations for up to 9 rooms, the cancellation fees are stated in the reservation interface of the Reservation Intermediary at the time of booking. They are



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also stated in the Contract or in the reservation confirmation, which the Guest receives at the email address provided during the reservation process.

(b) For group reservations of 10 or more rooms, the cancellation fees are governed by the contract concluded between the Operator and the Ordering Party.

5. The Operator is entitled to withdraw from the Contract:

(a) if the Guest fails to pay the price of the reserved stay or the required deposit within the agreed deadline,

(b) if the Guest fails to arrive at the Accommodation Facility at the agreed time,

(c) if the Guest grossly violates the Accommodation Rules,

(d) for technical reasons.

6. The withdrawal from the Contract must be in writing and becomes effective on the day of delivery to the other party.

7. No financial or other compensation is provided by the Operator to the Guest for unused, pre-ordered accommodation or additional services.

VIII. Governing Law and Jurisdiction

1. The contractual relationship established by the Contract and these GTC is governed by Slovak law.

2. In the event of any dispute arising in connection with the Contract or these GTC, the Operator and the Guest expressly submit to the jurisdiction of the Slovak courts.

IX. Information on Out-of-Court Dispute Resolution

1. In the event of a dispute between the Operator and a Guest who is a consumer (in connection with the Contract or these GTC), the Guest–consumer is entitled, pursuant to Section 12 of Act No. 391/2015 Coll. on Alternative Dispute Resolution for Consumer Disputes, as amended, to submit a motion to commence alternative dispute resolution to any of the following entities:

(a) Slovak Trade Inspection

Central Inspectorate of SOI

Department of International Relations and ADR

Prievozská 32, P. O. Box 29

827 99 Bratislava

email: ars@soi.sk, adr@soi.sk



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(b) Another relevant authorized legal entity included in the list of alternative dispute resolution entities maintained by the Ministry of Economy of the Slovak Republic (the list of authorized entities is available at: <http://www.mhsr.sk/zoznam-subjektov-alternativneho-riesenia-spotrebiteľských-sporov/146987s>).

2. The Guest–consumer has the right to choose which of the aforementioned ADR entities to contact. More details on alternative consumer dispute resolution are available on the website of the Slovak Trade Inspection: <https://www.soi.sk/>.

3. A Guest–consumer residing in another EU Member State may also use the platform at <https://ec.europa.eu/consumers/odr/main/?event=main.home2.show> for the out-of-court resolution of cross-border consumer disputes.

X. Final Provisions

1. Pursuant to Section 273 of Act No. 513/1991 Coll. Commercial Code, as amended (hereinafter the “Commercial Code”), these GTC form an integral part of each individual Contract concluded between the Operator and the Guest.

2. The provisions of these GTC shall apply at all times unless the contracting parties expressly agree on different terms in the Contract in writing. The provisions of these GTC also apply to group reservations unless otherwise stipulated.

3. The Operator processes 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 (GDPR), as well as Act No. 18/2018 Coll. on Personal Data Protection and on amendments to certain acts, as amended. Complete information regarding the protection of personal data is provided in the Privacy and Data Processing Policy published on the Accommodation Facility’s website: <https://www.termalymalebielice.com/>.

4. These GTC are drawn up in Slovak and English. In the event of any conflict between the language versions, the Slovak version shall prevail.

5. In matters not governed by these GTC, the contractual relationship established by the Contract is governed by the provisions of the Commercial Code and Act No. 40/1964 Coll. Civil Code, as amended. If the Guest is a consumer, the relationship is additionally governed by Act No. 250/2007 Coll. on Consumer Protection and on amendment to the Act of the Slovak National Council No. 372/1990 Coll. on Offenses, as amended.

6. These GTC are available on the Accommodation Facility’s website: <https://www.termalymalebielice.com/> and at the reception of the Accommodation Facility.

7. These GTC shall take effect on 12 February 2025.

In Partizánske on 12 February 2025

AQUALAND Malé Bielice, s.r.o.

Michal Chour, Managing Director