

GENERAL TERMS AND CONDITIONS

Art. I

Introductory provisions and definitions

1. The General Terms and Conditions (hereinafter referred to as the "GTC") create a legal framework and regulate the rights and obligations between the parties in the provision of Services (as defined below). The GTC are prepared according to § 273 par. 1 of Act no. 513/1991 Coll. Commercial Code as amended (hereinafter referred to as the "Commercial Code").
2. The GTC form an inseparable part of each Agreement or Reservation, on the basis of which the Hotel provides the Client with the Services and the Client pays a fee for the provided Services. Deviating agreements regarding the Contract or the Reservation and their possible amendments take precedence over the wording of the GTC. The Client's business conditions may be accepted only if the Contracting Parties expressly agree to it in writing.
3. Capitalized terms have the meanings given in these GTC or directly in the Treaty, and include both the singular and the plural.
4. **The hotel** is an accommodation facility marked Hotel Crystal, located in Košice, ul. Slovenské Jednoty 8, owned and operated by MARPET, sro, with its registered office at Na močidlách 2, 040 18 Košice. 32031 / V, VAT No .: 2023744833, (hereinafter referred to as the "Company").
5. **Customer** means a natural or legal person who concludes a service contract with the Hotel or sends a binding Reservation to the Hotel, or on whose behalf the Organizer concludes a service contract, or on whose behalf the Hotel Organizer sends a binding Reservation.
6. **Organizer** is a natural or legal person who, organizationally, technically or otherwise, arranges an event or group reservation according to Art. I par. 17 and 18 of these General Terms and Conditions in the name or on behalf of the Client and for this purpose enters into a contractual relationship with the Hotel.
7. **Contracting parties** are Hotel and Client.
8. **Early check out** means the early departure of the Client and the termination of the stay in the Hotel before the agreed day of departure from the Hotel.
9. **Early check in** means an earlier check-in of the Client for a stay in the Hotel before 14:00. on the agreed day of arrival at the Hotel.
10. **Late check out** means the later departure of the Client and the end of the stay in the Hotel after 10:00. on the agreed day of departure from the Hotel.
11. **No show** means the Client's non-arrival to stay in the Hotel without the Client's cancellation of the Services.
12. **Pre-authorization** means the withholding of the Client's funds on his payment card according to Art. III par. 9 and 10 of these GTC.
13. **By service** means any services provided by the Hotel, but especially accommodation, catering, conference services.
14. The contractual relationship between the Hotel and the Client for the provision of the Service or Services may be concluded in the form of: a / conclusion of a written Service Agreement (hereinafter "Agreement") between the Hotel and the Client, or b / confirmation of the Reservation made by the Hotel in writing or by e-mail.
15. **Force majeure**(force majeure) means an event which occurred independently of the will of the Hotel and which prevents him from performing the Service or Services to the Client, unless it can be reasonably assumed that the Hotel would avert or overcome

this event or its consequences, or that at the time of occurrence obligation to the Client foresaw this event.

16. **By a group** is usually a group of 10 (ten) people and more people (or booking at least 10 (ten) rooms occupied by 1 (one) or 2 (two) people) who jointly book Hotel Services or book Hotel Services on the same date
17. **The event** means a social event in which a larger number of Clients participate, ie usually 10 (ten) persons and more, and which is connected with the provision of several types of Hotel Services.
18. **MICE event** means an Event in which the Client orders 10 (ten) or more rooms in the Hotel with or without additional services.
19. **Hotel price list** is the price list of Hotel rooms and other Services valid at the time of concluding the Contract and / or at the time of providing the Services.
20. **Accommodation regulations** is a document of the Hotel, which regulates the conditions of accommodation in the Hotel, is located at the reception of the Hotel, in the rooms of the Hotel and is binding for the Client of the Hotel at the moment of registration for the stay in the Hotel.
21. **Return policy** is a document of the Hotel, which regulates the conditions of the complaint of the Services provided by the Hotel, it is placed at the reception of the Hotel and on the website of the Hotel www.hotelcrystal.sk and is binding for the Hotel Client at the time of registration for the stay in the Hotel.
22. **By reservation** means a binding reservation of the Client's Services via the Hotel's website www.hotelcrystal.sk, in another booking system (eg booking.com, expedia.com, etc.) or in the case of Events a written order.
23. **Special stay** means special stays (weekends, etc.), which are marked in the offer of the Hotel as "special stays".
24. Information obligations of the Hotel according to § 10a par. 1 letter e) and f) of Act no. 250/2007 Coll. on consumer protection and on the amendment of the Act of the Slovak National Council no. 372/1990 Coll. on offenses as amended are met in the complaint procedure of the Hotel published on the website of the Hotel www.hotelcrystal.sk and located at the reception of the Hotel.
25. These GTC come into force on 01.04.2022 and become binding for the Hotel on the day of their publication on the Hotel's website www.hotelcrystal.sk and for the Client at the moment of concluding the Agreement according to Art. I par. 14 letter a) of these GTC, resp. at the moment of sending the Hotel Reservation according to Art. I par. 14 letter b) and par. 22 of these GTC.
26. During the implementation of the Reservation, the Client confirms his agreement with these GTC.
27. The hotel reserves the right to make changes to these GTC. The obligation to make a written copy of the GTC is fulfilled by placing them on the Hotel's website www.hotelcrystal.sk.

Art. II Services

1. By concluding the Agreement, the Hotel undertakes to provide the Client with the Services to the agreed extent, especially to the extent specified in the Agreement and quality, while the Client is obliged to pay the Hotel the agreed price for the Services and compensate for any damage caused in connection with the use of these Services.
2. The hotel provides accommodation services under the following conditions:

- Based on the Agreement, the Hotel is obliged to leave the reserved room type to the Client for temporary use from 14:00. on the agreed day of the Client's arrival for accommodation. The Client is entitled to Early check in only if he has expressly agreed to this with the Hotel when concluding the Agreement;
 - The Client is not entitled to receive a specific room in the Hotel for use, unless specifically agreed with the Hotel;
 - The client is obliged to vacate and leave the room no later than 11:00 on the agreed day of departure. on the agreed day of departure from the accommodation in the Hotel, unless otherwise agreed in advance between the Contracting Parties;
 - in case of Late check out, the Hotel may charge the Client a fee for the next day of stay
 - in case of Early check in before 06:00 in the morning the Client is obliged to pay the Hotel the price of accommodation for the whole previous night;
 - The Client is obliged to inspect the handed over room immediately after its handover by the Hotel staff for temporary use and to report any possible shortcomings, discrepancies or reservations to the Hotel reception immediately after finding them. He is also obliged to proceed if he finds any damage to the room or its inventory. In the event that the Hotel finds damage to the room or its inventory after the Client's accommodation without the Client notifying the Hotel reception of these facts, the Client is obliged to compensate the Hotel for the damage to the room or its inventory in full;
 - The Client undertakes to comply with the Hotel's Accommodation Rules.
3. The Hotel is not responsible for non-fulfillment of the Service or Services ordered by the Customer due to Force Majeure.

Art. III

Prices of Services and payment terms

1. The Client is obliged to pay the Hotel the agreed price for the provided Service, this also applies to the Service provided by the Hotel to third parties on the basis of the Client's explicit request.
2. If the price of the Service has not been agreed between the Contracting Parties in the Contract, the Client is obliged to pay for the provided Service the price stated in the Hotel Price List for individual Services, which is valid at the time of providing the Service.
3. Prices for the Services listed in the Hotel Price List are final and include value added tax, but do not include local taxes, which the Client will pay upon final settlement upon leaving the Hotel.
4. The Hotel may change the price of the Services compared to the Hotel Price List, if the Client additionally changes with the consent of the Hotel the number of reserved rooms, the scope of the Services, the duration of the accommodation or other conditions.
5. The Hotel is entitled to demand payment in advance from the Client when concluding the Agreement.
6. Unless the Contracting Parties agree otherwise in advance, the basis for the settlement of reserved and used Services by the Client is a tax document in the form of (i) invoice or (ii) final account supplemented in case of payment by card or cash by a block from the cash register. issued on the day of the Client's departure from the accommodation in the Hotel or on the day when the Client used the reserved Service.
7. The invoice must contain all the requisites stipulated by the valid legal regulations of the Slovak Republic. The invoice can be due 14 (fourteen) days after it is issued if it

has not been paid by card or in cash. In the case of a bank transfer, the invoice is considered paid on the day when the Hotel could dispose of the amount paid, ie the day on which the relevant amount is credited to the Hotel's account specified in the invoice.

8. Payment by card can be made before and after the Client's use of the Service, based on the data provided by the Client necessary for the execution of the payment. By providing data for payment by card, the Client agrees to its use.
9. In the event of a delay in the Client's payment for the provided Service, the Hotel is entitled to charge the Client statutory interest on arrears in accordance with the applicable legal regulations of the Slovak Republic.

Art. IV Events

1. The scope of Services provided by the Hotel in connection with the holding of the Event is specified in the Agreement and / or the Reservation. If the Services have been agreed by the Contracting Parties but have not been precisely and / or sufficiently clearly specified, the Hotel is entitled to provide the Client (Organizer) with the Services as determined by the Hotel within the agreed overall price calculation.
2. The Hotel is obliged to provide the agreed Services properly, on time and in the usual quality for the number of participants in the Event according to the conditions agreed in the Contract and / or the Client's Reservation. The quality of the provided Services depends on the cooperation of the Organizer consisting mainly in the observance of the agreed material and time schedule of the Event.
3. To ensure and properly prepare the Event, the Client is obliged to notify the Hotel of the final number of participants in the Event no later than 5 (five) working days before the Event.
4. A change in the number of participants in the Event by more than 10% (ten percent) compared to the originally reported number must be agreed with the Hotel in advance. In the event of such a change in the number of participants in the Event, the Hotel reserves the right to unilaterally change the price for the booked Services and / or change the reserved areas of the Event and / or the agreed standard and / or technical equipment of the Event premises. In the event of a change in the scope of the Services provided, the Hotel will provide a change in the scope of the Services provided at the Client's request, provided that such a request is approached with the care of a proper trader. However, the Client has no legal right to change the scope of the Services provided.
5. If the number of participants in the Event is exceeded by more than 10% (ten percent) compared to the originally reported number, the Hotel is also entitled to rework and change the agreed price of the Services, based on the actual number of participants.
6. The Client is not entitled to supply the Event with its own food or beverages and / or to bring food and beverages to the Event, with the exception of a prior express written agreement with the Hotel. In such cases, the Hotel may charge a service surcharge.
7. The Client is obliged to pay for the consumption of food and beverages reserved by the participants of the Event beyond the agreed scope of the reservation and the total price calculation.
8. The Client is obliged to pay for the Services booked by the participants of the event above the agreed scope of the reservation and the total price calculation for the Services.

9. The Client is obliged to inform the Hotel at least 30 (thirty) days before the Event if the Event is capable of arousing public interest, disturb public order, limit or endanger the interests of the Hotel and other Hotel Clients. The Hotel is entitled to take adequate measures to prevent such a situation and the Client as well as the participants of the Event are obliged to bear them.
10. If the Hotel procures technical and other equipment from third parties for the Client on the basis of its request, it always acts in the name and on behalf of the Client. The Hotel does not incur any obligations to third parties and the claims of third parties from the use of this facility are claims only against the Client.
11. Use above the usual level of the Client's own electrical, electronic, technical equipment, resp. participants of the Event using the electrical network of the Hotel, requires the prior written consent of the Hotel. The Hotel reserves the right to charge separately for the use of such devices and equipment, which exceed the usual costs of energy supply or operating costs of the Hotel. The Client is obliged to ensure the compatibility of its own electrical, electronic, technical equipment with the electrical and other equipment of the Hotel, fire regulations and to operate them in accordance with these regulations.
12. For failures or damage to the technical equipment of the Hotel caused by the use of equipment according to Art. IV par. 12 of these GTC are fully responsible to the Client, who is obliged to pay the costs associated with restoration. The hotel is entitled, through its employees or third parties, to carry out inspections of such facilities and measures to prevent or prevention of such a situation and the Client, as well as the participants of the Event, are obliged to endure such control and measures.
13. The Client is responsible for the safety of the used technical, electronic or electrical equipment.
14. Any decorative material or other item brought into the Hotel must comply with fire regulations and must be used and operated accordingly. In order to prevent possible damage, the introduction of any items into the Hotel above the usual level, as well as their installation and placement above the usual level, is subject to the prior consent of the Hotel.
15. The brought exhibition and other items must be removed immediately after the end of the Event. If the Client does not ensure their removal and leaves the items on the premises of the Hotel, the Hotel may charge the Client a fee for renting the room. The Hotel is also entitled to remove and store these items on the Client's account without concluding a custody agreement or depositing the item.
16. The Client is obliged to use the abandoned premises of the Hotel to the extent appropriate to their nature, in a reasonable and orderly manner, not beyond the usual extent and in accordance with the purpose of abandonment, and to hand them over to the Hotel in the condition in which they were taken over, taking into account normal wear and tear. In the event that after the Event, damage to the premises for which the Client in advance, resp. did not warn when taking over the premises, it is considered that the damage occurred during the Client's Event, and therefore the Client is responsible for this damage.
17. The Client undertakes to comply with and fulfill at the venue of the Event, as well as in other areas of the Hotel, all obligations arising from regulations on health and safety at work, property protection and fire protection, especially from Act no. 124/2006 Coll. on safety and health protection at work and on the amendment of certain acts as amended, from Act no. 314/2001 Coll. on fire protection as amended by later regulations and Decree of the Ministry of Interior of the Slovak Republic no. 121/2002 Coll. on fire prevention, as amended.

18. The Client undertakes to comply with and fulfill all obligations arising from environmental protection regulations at the venue of the Event as well as at the Hotel premises.
19. The Client is not entitled to make any changes to the Hotel premises without the prior written consent of the Hotel.
20. The client is fully responsible for the damage and damage to the internal equipment of the Hotel.
21. The Client is obliged to protect the leased premises of the Hotel, the Hotel and the property located in it from damage or destruction. In the event of imminent damage, the Client undertakes to take steps to avert it, in a manner appropriate to the circumstances of the threat.
22. The Client is entitled to display inscriptions and boards on the premises of the Hotel stating the logos, names and type of activities related to the Event or its person only with the prior written consent of the Hotel. The content, artistic design and condition of these inscriptions and boards must not give an unfavorable impression to the public, must not infringe the copyrights of third parties and must be in accordance with legal regulations valid and effective in the territory of the Slovak Republic. The Client is obliged to remove these signs and boards, as well as the pollution of the areas after them, immediately after the end of the Event or before leaving the Hotel.
23. In the event that the Client leaves the Hotel premises dirty or leaves imported waste in them (boxes, bags, decorations, etc.), he is obliged to pay the Hotel a fee of at least EUR 50 (fifty euros) for cleaning each used space, or according to extent of pollution.
24. The Hotel is not liable for Clients' injuries caused by leisure programs of any kind, unless the damage was caused by the Hotel as a result of its gross negligence or intent.

Art. IN

Deposit for Event Services

1. Unless a special written agreement is agreed between the Contracting Parties on the amount of the deposit for the Event Services, the Hotel is entitled to demand from the Client payment of an advance payment of up to 100% (one hundred percent) of the calculation based on the advance invoice issued by the Hotel after confirmation of the binding calculation. The advance invoice is due within 14 (fourteen) days from the date of its issuance.
2. Paid deposit according to Art. V. par. 1 of these GTC are not returned in case of cancellation of the Event Services and will be used as a cancellation fee in accordance with the cancellation conditions specified in Art. VI. of these GTC. If the deposit paid is higher than the specified cancellation fee, the deposit will be refunded to the Client in excess.
3. In the event that the deposit under Art. V. par. 1 of these GTC will not be paid properly and on time, the Hotel reserves the right to cancel the Event Reservation without prior notice.

Art. VI

Cancellation conditions and withdrawal of the Client from the Agreement

1. If the Client - the consumer has concluded a Contract with the Hotel at a distance or outside the premises of the Hotel according to Act no. 102/2014 Coll. on consumer

protection in the sale of goods or provision of services on the basis of a contract concluded at a distance or a contract concluded outside the premises of the seller and on the amendment of certain laws as amended (hereinafter "ZoOSnD"), the Client - consumer is not entitled in accordance with § 7 par. 6 letter k) ZoOSnD to withdraw from this Agreement.

2. In the event of cancellation of the Agreement (withdrawal from the Agreement or part thereof), the Client shall apply the following cancellation conditions, depending on the type of booked accommodation and / or the season in which the Service is to be provided to the Client.
3. All cancellations must be in writing and must be verifiable and clearly dated.
4. General cancellation conditions:

a) Cancellation fees for individual guests are set as follows:

up to 24 hours before the day of arrival without cancellation fee
24 hours or less before the day of arrival 100% of the room price for the first night

b) Cancellation fees for group order cancellation / min. 10 people / are set as follows:

more than 30 days before arrival no cancellation fee
30-15 days before arrival 30% of the turnover of canceled ordered services
14-4 days before arrival 50% of the turnover of canceled ordered services
3-day arrival 100% of the turnover of canceled ordered services
The conditions apply for cancellation or reduction of rooms exceeding 10%.

c) For larger events - / min. 30 people / cancellation conditions will be determined individually by mutual agreement with the organizer of the event.

5. In the event of cancellation of the Agreement (withdrawal from the Agreement or part thereof by the Client) or failure of the Client to reserve the Services in extraordinary cases, which include illness, death, disaster or other extraordinary events, the severity of which depends on the assessment by the Hotel, the Hotel is entitled waive the right to payment of the cancellation fee upon submission of credible evidence of the serious cause of such cancellation.
6. In the event of cancellation of the Agreement (withdrawal from the Agreement or part thereof) by the Client or failure of the Client to book the Services, the Hotel will send the Client a written or e-mail notification of the Hotel's claim for cancellation fee and its amount under these GTC within 14 (fourteen) days. from the date of delivery of the Client's withdrawal from the Agreement or from its part of the Hotel or from the date on which the reserved Services were to begin to be provided.
7. within 30 (thirty) working days from the day following the day of delivery of the cancellation of the Agreement (withdrawal from the Agreement or part thereof) by the Client or the Client's failure to access the reserved Services. Any bank fees associated with the return of the price of the reserved Services or part thereof to the Client shall be borne by the Client.
8. If the Client makes an online reservation for the Services, any changes in it may be made through the Hotel's reservation department:
9. electronically on the site www.hotelcrystal.sk after entering the Client's e-mail address, which he entered when booking the Services online, and after entering the reservation number assigned and sent to the Client in the form of a reservation confirmation,

10. by registered letter sent to the postal address Hotel Crystal, ul. Slovenskej Jednoty 8, 040 18 Košice, by phone at the Hotel telephone number +421 55 6334030, 0948 680 688
11. by e-mail sent to the e-mail address of the Hotel Reservation@ hotelcrystal.sk.
12. When requesting a change to an online reservation, the Client is obliged to always state the reservation number that was assigned to him when making the online reservation and sent to the e-mail address entered by him when making the online reservation.
13. If the Client requests a change to the online reservation, which cannot be met due to capacity or other operational reasons, the Hotel will take all steps to comply with the Client's requirements, but the Hotel is not obliged to comply with the Client's request to change the online reservation and the Client is not entitled to damages. or any other performance by the Hotel due to the impossibility of changing the online reservation.
14. In the case of Promotional Stays, the number of accommodation units - rooms reserved for accommodation within the Promotional Stays is limited and the Client has no right to claim accommodation in the Hotel within the Promotional Stays.

Art. VII

Withdrawal from the Agreement by the Hotel

1. The hotel is entitled to withdraw from the Agreement if:
 - this right has been agreed in writing with the Client for the reasons stated in the Agreement,
 - The Client does not insist on performance by the Hotel,
 - The Client has outstanding liabilities to the Hotel,
 - an advance payment or advance payment has been agreed in the Reservation, and the Client has not fulfilled his obligation in time, while the Hotel may withdraw from the Agreement no later than the moment of fulfillment of this obligation by the Client,
 - there are circumstances for which the Hotel is not responsible (eg Force Majeure), which make the fulfillment of the Agreement impossible,
 - The Services have been booked with false, misleading or incorrect information of the Client or other material facts,
 - the Hotel has reasonable grounds to believe that the use of its Services could jeopardize the proper operation, safety or seriousness of the Hotel towards the public, or
 - The Client violates and / or violates the provisions of these GTC and / or the Accommodation Regulations.

Art. VIII

Liability for damage caused to items brought in or postponed

1. The Hotel is liable for damage caused to items brought in or postponed by the Clients or for them, unless the damage would otherwise occur. Items brought into the Hotel's premises, which have been reserved for accommodation or storage, or which have been handed over for this purpose to one of the Hotel's staff, are brought in.
2. The Hotel is only liable for the total damage to things, including jewelery, money and other valuables, up to the amount stipulated in the implementing regulation to Act no. 40/1964 Coll. Civil Code as amended. Damages are reimbursed without restriction if they have been taken into special storage by the Hotel. The Client must exercise the right to compensation at the Hotel without undue delay after finding out the damage, but this right will expire if it has not been exercised no later than the 15th (fifteenth) day after the day on which the injured Client became aware of the damage.
3. Providing a place to park the vehicle in the Hotel car park does not create a custody agreement between the Hotel and the Client, resp. The hotel is therefore not responsible for theft or damage to motor vehicles and / or their accessories.

Art. IX

Final provisions

1. These GTC and the legal relations established on the basis of them are governed by Slovak law.
2. Any disputes arising from these GTC and the Contract will be resolved before the competent court in the Slovak Republic.
3. The resolution of Clients' complaints in relation to the Services provided by the Hotel is regulated by the Hotel's Complaints Procedure, which is published on the website www.hotelcrystal.sk. In the event that the Client - consumer is not satisfied with the way in which the Hotel handled his complaint, or believes that the Hotel has violated his rights, the Client has the right to turn to the Hotel as a seller with a request for redress.
4. If the Hotel responds to the Client's request according to the previous sentence in a negative manner or does not respond to such a request within 30 (thirty) days from the date of its sending to the Client, the Client has the right to submit a proposal to initiate ADR subject. 391/2015 Coll. on Alternative Dispute Resolution and on Amendments to Certain Laws.
5. The competent entity for the alternative resolution of consumer disputes with the Hotel as the seller is:
6. Slovak Trade Inspection, which can be contacted for this purpose at the Central Inspectorate of SOI, Department of International Relations and ADR, Prievozská 32, postal folder 29, 827 99 Bratislava, or electronically at ars@soi.sk , or adr@soi.sk , or
7. 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 (the list of eligible entities is available on the website <http://www.mhsr.sk/zoznam-subjektov-alternativneho-riesenia-spotrebitelskych-sporov/146987s>), while the Client

has the right to choose which of the listed entities of alternative dispute resolution to turn to.

8. The client may use the online ADR platform available at http://ec.europa.eu/consumers/odr/index_en.html. More information on alternative dispute resolution can be found on the website of the Slovak Trade Inspection Authority: <http://www.soi.sk/sk/Alternativne-riesenie-spotrebitelskych-sporov.soi>.
9. Should individual provisions of these GTC be or become ineffective or invalid, this does not affect the validity or effectiveness of other provisions of these GTC.
10. Unless otherwise stated between the Contracting Parties and / or in these GTC, in case of mutual written correspondence, its delivery to the Contracting Parties will be made in person, by registered letter with acknowledgment of receipt or courier, or in another agreed form to the address specified in the Contract, Reservation or to another notified address. In case of unsuccessful delivery, including rejection of the shipment, the day of return of the shipment to the sender will be considered as the day of proper delivery.
11. The Client undertakes not to infringe the intellectual property rights of the Hotel and / or third parties when using the Service or the Services of the Hotel. The Hotel is not responsible for any infringement of the intellectual property rights of third parties by the Client. The Client is obliged to compensate for any damage caused to the Hotel or third parties in connection with the infringement of intellectual property rights.
12. Personal data provided in the process of booking the Services to the Client or in the process of using the Services or in connection with the use of the Services will be processed in accordance with relevant legislation in the field of personal data protection, in particular Regulation (EU) 2016/679 on the protection of individuals with personal data repealing Directive 95/46 / EC (General Data Protection Regulation) (hereinafter referred to as the "GDPR Regulation"). The provided personal data will be processed in the information system called Previo - hotel system for the needs of booking the Services, drafting the Contract, using the Services and their settlement. Further details on the processing of personal data are provided on the website <https://www.hotelcrystal.sk/osobneudaje> and the responsible person of the Hotel can be contacted at atgdpr@hotelcrystal.sk.

Personal data will be provided or made available only in accordance with the GDPR Regulation to recipients, third parties and intermediaries (who provide the Hotel with the administration, operation or service of individual systems for the provision of Services) of the Hotel.