



General Terms and Conditions

Dear guests!

We are pleased that you decided to use services of the Hotel Zochova Chata ****. To make your visit as comfortable as possible we would like you to get familiar with these General Terms and Conditions which define the contractual relationship between you and the hotel and are based on the acceptance of your reservation.

1. These General Terms and Conditions /GTC/ shall establish the legal framework of the relationship between the operator of the hotel and his clients and ensure awareness of the conditions of the provided services.
2. These GTC are applicable on hotel room accommodation contracts, conference and banquet room lease, and any other services and deliveries provided to the client/s.
3. Contrary Conditions of the client shall only apply prior to a written agreement.
4. These GTC are an integral part of any contract or reservation the scope of which is the obligation of the hotel to provide services to the client and the obligation of the client to pay the agreed price.
5. It shall be presumed that the client is aware of these GTC, until he proves that he can not do so because of some limitations or obstructions by the hotel.
6. The hotel is bind by these GTC from the time of its release and the client from the time of the reservation of the service.

I. Terms definition

Terms definition for the purpose of this contract:

1. **Client:** Any physical or legal entity, which concludes a contract with the hotel about providing some services or which reserves some services provided by the hotel by sending the binding order.
2. **Hotel:** Facilitie/s of the Hotel Zochova Chata **** and Furmanská Krčma operated by the company Grapent, a.s., registered office at Piesok 4015/B7, Modra 900 01, company ID: 36 389 483, registered in the Business Register of the District Court Bratislava I, Section Sa, Insert No. 3990/B.
3. **Contractual parties:** hotel and client.



4. **Service:** Any service provided by the hotel according to its line of business, especially accommodation, catering, wellness and congress services.
5. **Individual client:** Generally from 1 up to 9 people, who jointly reserve some services or book accommodation in the hotel for the same period of time (check-in and check-out).
6. **Group:** Generally 10 and more people who jointly reserve some services or book accommodation in the hotel for the same period of time (check-in and check-out).
7. **Event:** Any social event organized for more people and providing several services of the hotel.
8. **Organizer of event:** A physical or legal entity in a contractual relationship with the hotel, who organizationally, technically or by any other way, provides the services for or in the name of the client. Customer of the event (client) is its organizer unless agreed otherwise.
9. **Moment of payment:** The moment when the hotel has the payment at its disposal, e.g. paying directly to cash register, by crediting the hotel's account, etc.
10. **Damage:** Real damage and lost profit. Damage shall be compensated in money; if requested by the entitled party and if possible and customary, damage shall be compensated by restitution

II. Conclusion of the Contract

1. The contract is concluded by agreement between the hotel and the client about services.
2. Concluded contract obligates the hotel to provide services in the agreed scope and quality and the client to pay the agreed price or compensate the damage caused by using the hotel services.
3. The contract becomes effective by the hotel's confirmation or acceptance the reservation. The hotel is free to confirm the booking in a written, fax or e-mail form.
4. Contractual parties are the hotel and the client. If the service was booked by third party /intermediary/, he/she becomes contractual party with the hotel, unless agreed otherwise.
5. In case of group events, recurrent bookings of individual contracts, contractual parties may conclude framework agreement, which overrides these GTC. The validity of GTC is not affected.
6. Prior written consent of the hotel is required to let the booked rooms for another lease or for any other purpose than accommodation or agreed purpose.



III. Accommodation – Individual clients

1. Hotel rooms must be available to the client from 2.00 pm check-in day. The hotel is obliged to prepare the room before this time or to prepare specific room only prior to agreement with the client. Hotel has the right to charge 20% of the room price if the client is checked-in from 10 am to 01.59 pm.
2. Hotel rooms must be available to the hotel from 11.00 am on the check-out day, unless agreed otherwise. Afterwards the hotel has the right to charge 20% of the price for the additional use of the room until 3.00 pm and 30% of the price until 5 pm. From 5.00 pm 100% of the price can be charged without clients' right to use any other services provided with accommodation.
3. The hotel has the right to provide the reserved room to a third person if the client is not checked-in until 6.00 pm and it was not agreed otherwise.
4. The client is obliged to pay the price for the whole previous night, if the check-in is before 6.00 am.
5. The client is obliged to report any damages or deficiencies right after check-in and also during the time of accommodation. Otherwise the client is fully liable for all damages and could be charged for those damages.
6. Accommodation rules and operational orders are binding for the client/s.
7. The hotel is obliged on request to lock away client's valuable goods in a safe place /hotel safe/. If the client does not use the hotel safe, the hotel is liable for damages only in limited way. The liability of the hotel for damages on jewelry, cash or other valuables is limited up to € 332. The right to damages shall be submitted by 15 days after the client is aware of the damage. It shall be presumed that it is the day of check-out.

IV. Accommodation - Groups

1. If it is not stipulated otherwise, article III of these GTC shall apply to group accommodation.

IV. Price for hotel services and payment condition

1. The client is obliged to pay an agreed price for provided services. It also applies on services provided to third party by request of the client.



2. Agreed price is the price in confirmation of reservation or otherwise it is the list price.
3. List prices include legal value added tax. Local taxes are not included.
4. Provided, the time period between conclusion and execution of the contract exceeds four months and the generally calculated price for hotel services increase, the hotel has the right to increase the contracted price adequately, however by 5% at the most.
5. The hotel reserves the right to adjust prices in case the client requires later amendments regarding to contracted number of rooms, hotel services or length of stay and the hotel agrees to it.
6. The hotel reserves the right to charge an appropriate advance payment /deposit/.
7. If not agreed otherwise, basis for settlement of provided services is invoice issued by the day of the client's check-out or by the day of using the services. The invoice must be in accordance with the applicable legislation of the Slovak Republic.
8. Invoices are payable within 14 days of the invoice date. The invoice is considered paid at the moment when the payment is fully at the hotel's disposal.
9. Credit card payment can be executed before or after providing services if the client provides necessary information to execute the payment. By providing this information the client consents with execution of the payment. The hotel has the right to execute additional payment in case of damages or distinctions after client's check-out /e.g. consumption of the minibar, liquidated damages etc./. The hotel is obliged to inform the client about such additional payments.
10. In the case of the payment delay of the client, the hotel has the right to charge 0,5% interest of the delayed payment per day.

VI. Events

1. The organizer of the event is obliged to inform the hotel about number of participants at least 5 working days before the event.
2. If the client asks for changing the scope of the provided services, the hotel will accept it as possible.

The client has no title for such changing.

3. Changing the number of participants of more than 10% must be agreed with the hotel. In such case the hotel has the right to replace confirmed premises. Agreed standards and technical equipment must hold preserved.



4. If the number of participants is exceeded of more than 10%, the hotel has the right to change the price based on the final number of participants.
5. If the duration of the event in the restaurant exceed 10.00 pm /Monday to Thursday/ or 11.00 pm /Friday to Saturday/ without prior agreement, the hotel has the right to charge the services by individual invoices.
6. If the duration of the event in the lobby bar exceed 10.00 pm /Sunday to Tuesday/ or 12.00 pm /Wednesday to Saturday/ without prior agreement, the hotel has the right to charge the services by individual invoices.
7. The client or the organizer of the event are not authorized to supply the event with own food and drinks without prior agreement with the hotel. In such case the hotel has the right to charge service surcharge.
8. The organizer and the client are jointly obliged to pay for the consumption of the participants if it exceeds the agreed calculation.
9. The organizer and the client are jointly obliged to pay for the services ordered by the participants if it exceeds the agreed calculation.
10. The hotel is not responsible for the intellectual property rights violation. The organizer /the client/ of the event is obliged to deal with all obligations between him and any copyright organizations in his own name, on his own responsibility and his own expense.
11. The organizer is obliged to inform the hotel if the event is capable to raise public interest, disturb public order, restrain or jeopardize the interests of the hotel or other clients. The hotel has the right to provide such an action to prevent this state and the client is obliged to bear it.
12. The prior consent of the hotel is required to make an advertisement in newspapers or any other media, ads and announcements to general public /e.g. invitation for an interview, political, religious or commercial events/, which can be connected with the hotel, discredited it or can cause hotels' reputation parasitism.
13. The hotel can provide technical equipment from the third party if it was requested by the organizer. The hotel acts for the organizer and do not make commitments to the third party for itself.
14. Prior written consent of the hotel is required for using electronical, electrical or technical equipment owned by the organizer /client/ if hotel's electrical system is used. The hotel has right to charge for the use of such devices or equipment that increase energy supply costs above normal levels.
15. The organizer is liable for all damages caused by his equipment and is obliged to pay a restitution expenses. The hotel has the right to provide a control or such an action to prevent damages as necessary and the client is obliged to bear it.
16. The organizer is fully liable for safety of the electronical, electrical or technical equipment.



17. All decorations and objects brought into the hotel must meet the fire standards and the hotel has the right to consult it with authorities. To prevent the damages, the prior agreement about installation and location of the decorations and objects with the hotel is required.

18. All objects brought into the hotel must be removed after the event, otherwise the hotel has the right to charge rent for premises, removal or storage without concluding contract of bailment.

VII. Deposit

1. If there is no other written agreement, the hotel has the right to charge a deposit:

- in case of individual clients 100% of the price of services no later than 14 days before using the services or before the event

- in case of events up to the 50 participants 100% of the total price of services no later than 14 days before the event

- in case of events above 50 participants 25%-50% of the total price of services no later than 60 days before the event, next 50% of the price of the services no later than 30 days before event

2. If the deposit will be not paid on time, the hotel has the right to cancel the reservation without a prior warning.

3. In the case of a wedding, the hotel is allowed to request a non-refundable deposit of € 1 000.- with binding order confirmation. The client confirms the binding contract by the deposit payment. The deposit payment is irreversible and in the case of cancellation it will be used as a compensation for damages. The second deposit of 50% of the total estimated price of services must be paid no later than 30 days before the wedding. The client is obliged to pay the balance up to the real price of services within 24 hours after the wedding.

4. The hotel is allowed to request a guaranty in form of pre-authorization of clients' credit card (or paid in cash). The hotel will pre-authorize the amount of 50€ by check-in to guarantee the payment of consumed goods from the minibar. The real amount of clients' consumption is charged after checking the minibar of clients hotel room. If the client wishes to attribute his consumption during the stay to his hotel account, hotel is allowed to request pre-authorization of 150€ per stay. In case his consumption exceeds such an amount, hotel has right to request another pre-authorization of 150€.



VIII. Cancellation conditions

1. The client has the right to cancel reserved services or event.
2. The hotel has the right to charge cancellation fee in a case of cancellation of the events or services.
3. The cancellation fee is determined by the percentage of the set price of the event or services, the number of participants and the time remaining until the scheduled start of the planned event. If it was not agreed otherwise, cancellation fees are set as follows:
 - a. events with up to 20 roomnights or events without accommodation for up to 20 people the hotel has right to charge following cancellation fees:
 - cancellation between 31th and 60th day before the event or reserved services
.....20% of the calculated price
 - cancellation between 15th and 30th day before the event or reserved services
.....30% of the calculated price
 - cancellation between 8th and 14th day before the event or reserved services
.....50% of the calculated price
 - cancellation 7 days or less before the event or reserved services..... 100% of the calculated price
 - b. for events with more than 21 roomnights or events without accommodation for over 21 people, the hotel is entitled to charge the following cancellation fees:
 - cancellation up to 121 days before the event or reserved services....10% of the calculated price
 - cancellation between 61st and 120th day before the event or reserved services...20% of the calculated price
 - cancellation between 31th and 60th day before the event or reserved services
.....30% of the calculated price
 - cancellation between 14th and 30th day before the event or reserved services
.....50% of the calculated price
 - cancellation 14 days or less before the event or reserved services – 100% of the calculated price



4. The hotel has the right to charge fee in the case of cancellation of individual accommodation or other services as follows:

- cancellation 8 days and more before arrival – 50% of the calculated price e.
- cancellation 7 days or less before arrival – 100% of the calculated price

5. Article VIII point 3 applies on the group accommodation as well

6. The client is obliged to pay all the expenses of the technical equipment for the event arranged by the hotel.

7. The calculated price for catering services is the total agreed price for food, drinks, rental of premises or other provided services. If the price was not agreed, it will be calculated as follows: lowest price of the menu times the number of persons.

8. Gift card is valid from date of issue up to 1 year. The expiry date of gift voucher may be extended by a maximum of 1 month in case of early and reasoned request. Multiple extensions are not possible. Gift card is non-refundable. It is not possible to exchange gift card for cash or other financial compensation. Gift card is meant for one-time use. If there is a value of ordered services and value of really used services lower than value of gift card, difference is non-refundable. If there is a value of ordered services and value of really used services higher than value of gift card, client is liable to pay the difference directly on place.

IX. Withdrawal from the contract

1. The hotel has the right to withdraw if there was agreed the right of the client to withdraw without payment, there is a demand for the reserved room/s by a third party and the client did not renounce his right to withdraw.

2. The hotel has the right to withdraw if:

- prior written agreement with the client
- the client does not insist on providing of the services
- the client has some overdue payments
- there was agreed an advance payment or deposit and the client did not fulfill it in time, but only until the time of the payment
- because of the circumstances /not caused by the hotel/ that make fulfillment of the contract impossible
- reservation of services or events was based on false, misleading or incorrect information or any other essential facts provided by the client



- there is a reasonable doubt, that by providing of the services, the reputation, safety or operation of the hotel may be endangered, without hotel's fault.

X. Liability for damages on tangible assets of the client

1. The hotel is liable for damages on tangible assets which are brought by the client or for the client into the hotel, unless the damage occurred by other circumstances. The tangible assets are assets brought in hotel's accommodation or storage premises or which were passed to the hotel's employee.
2. The liability of the hotel for damages on jewelry, cash or other valuables is limited up to 332€ but only in case of using safe or other place intended for this purpose. Right to compensation expires 15 days upon knowledge of the damage if the client does not bring a charge to the hotel.
3. Providing a parking place in a hotel garage or car park does not create a custody or storage agreement. The hotel is not liable for damages on client's cars parked on hotel property.
4. Unless gross negligence or intention, the hotel is not liable for leisure program injuries.

XI. Special provisions

1. It is not allowed to bring animals into the hotel. If there is a prior agreement with hotel to bring animals then hotel has the right for an additional charge.
2. Smoking is allowed only in specific outdoor premises of the hotel. In other hotel premises /including whole interior and rooms/ there is smoking strictly prohibited. The hotel has the right to impose a fine at least € 150 € for every violation found.
3. Any hazardous substances /e.g. explosives, ammunition, corrosives, poisons, toxics, infectious substances, radioactive substances/ are prohibited.
4. The hotel will receive messages, mail and shipments of goods addressed to the clients. Shipments of the clients will be sent by the hotel if agreed and charged.
5. Any goods found in the hotel premises will be stored up to 6 months and could be sent to the client /owner/ after their request. Otherwise after 6 months all valuable things will be passed to authorities.



XII. Final provisions

1. These GTC and all the legal relationships based on them are governed by Slovak law.
2. Should certain provisions of these GTC become invalid or void, the effectiveness of the remaining provisions is not affected.
3. By the reservation of the hotel's services, the client agrees with these valid GTC. The hotel has the right to change these GTC and its obligation to publish it is fulfilled by publishing it in

the hotel and on the hotel's website: www.hotelzochovachata.sk.

In Modra, 01.01.2019

Ing. Peter Macháč

Chairman of the board, Grapent, a.s.