

GENERAL COMMERCIAL CONDITIONS AND TERMS

I. INTRODUCTORY PROVISIONS

The subject of these General commercial conditions and terms is the adjustment of the conditions for the implementation of the accommodation and general services at the hotel Galicia Nueva, Zámocká 7, 985 11 Halič, Slovak Republic.

General commercial conditions and terms are inseparable from the success of all contracts and agreements unless commercial relations are governed by a contract which specifies otherwise, the other commercial conditions and terms apply only if they have been expressly agreed in advance by the contracting parties.

II. THE CONTRACTUAL PARTNES

The contractual partners are:

1. IMET, a.s. , Bardejovská 1/C, 040 11 Košice, Slovak republic

Company registration number: 36 185 957

VAT number: SK2020045170

Entered in the Commercial Register of the district barrel of Košice I. section PLC, insert 982/V operation Hotel Galicia Nueva, Zámocká 7, 985 11 Halič, Slovak republic (next just „The hotel“)

2. The client, it can be individual or legal person (next just „The client“)

III. THE SUBJECT OF A CONTRACTUAL RELATIONSHIP

These General commercial conditions and terms apply to contracts for the provision of accommodation, catering services, wellness services, conference and other supplementary and other services by The hotel.

IV. THE FORMATION OF A CONTRACTUAL RELATIONSHIP

1. The contractual relationship between The hotel and The client arises on the basis of the conclusion of the agreement between two parties, the acceptance of the order or the properly completed contract and the signed commitment of the client and his confirmation. The hotel is not obliged to accept an application that is not properly completed and signed.
2. By signing the contract, The hotel undertakes to provide The client with services in the agreed scope and quality in accordance with the agreed conditions.
3. By confirming the order, The client recognizes the general commercial conditions and terms as binding for all transactions related to the subject of general commercial conditions and terms.
4. A contractual relationship may also arise through a representative - agent in favour of a person of The client, with all rights and obligations binding on the given intermediary, unless the parties otherwise agree.

V. ORDERING OF THE SERVICES

1. The ways of the ordering of the services:

- by phone call, via mail
- personally
- via post, filling of the application form on web pages and by sending it

2. The order must contain:

- name and surname of The client, the name of company in the case of the legal person
 - range, type and dates of subscription to ordered services
 - contact details: phone number, address of The client, email address, name of contacting person
 - the way of refund for the services, the completed factual data in the case of the legal person
3. Service orders are accepted and processed by reception or hotel management.
 4. The order is obligatory to process the hotel within 24 hours or on the next working day for group bookings, confirming the reservation or refusal.
 5. Based on the order, the hotel will issue a booking confirmation confirming the scope of the services in writing or electronically.
 6. The hotel is entitled to load and withdraw from the Client's card, which was used as a guarantee when ordering the room (s) an amount corresponding to the amount of the respective cancellation fee.

VI. THE CONDITIONS AND THE WAY OF ACCOMMODATION

1. The hotel can only be accommodated by the Client, who is duly registered for accommodation. The client logs into the hotel reception immediately upon arrival. To sign up, The client is obliged to submit to the employee of The hotel his / her identity card, passport or other valid identity document pursuant to Act No. 253/1998 Coll. on the reporting of residence of citizens of the Slovak republic and pursuant to Act No. 363/2005 Coll. on the protection of personal data as amended.
2. Any Client who is not a citizen of the Slovak republic (foreigner) is obliged under Act No. 404/2011 Coll. about the stay of foreigners, as amended, fill in and give to the reception the official form for the report of the stay, all the required data being The client is obliged to state truthfully and completely.
3. Client's stay at the Galicia Nueva Hotel governs the hotel's operating rules, which The client is required to observe. The hotel provides The client with services to the extent stipulated by the Decree of the Ministry of Economy of the Slovak Republic No. 277/2008 Coll.
4. The hotel may, in exceptional cases, offer The client accommodation other than that agreed, unless substantially different from the confirmed order.
5. The client uses the room during the agreed period of The hotel.
6. When occupying a room, The client will check the condition and functionality of the room in his / her own interest. Any errors, damages or shortcomings immediately report the hotel's reception.
7. The hotel is not responsible for possible disagreements or conflicts between the visitors of the facility but will, within the scope of the lawful possibilities, take the necessary measures to ensure order and rest in the accommodation and sales premises.
8. Unless there is no otherwise discerning agreement, the booked rooms are available to the Client from 3:00 p.m. on the day of arrival. The client is not entitled to an earlier arrival of the reserved room.
9. The client, who is staying before 6:00 a.m. in the morning, will pay the price of the accommodation for the whole previous night.

10. The room must be released on the agreed day of departure no later than 11:00 a.m. and returned to the hotel. In agreement with the reception, the room can be extended until 12:00 p.m. In the case of delayed release of the room from 12:00 p.m. to 3:00 p.m. The hotel has the right to charge The client a fee of 25,- EUR for the late check out. When returned the room after 3:00 p.m. The hotel has the right to charge the full price for the next night's accommodation. The hotel reserves the right to check the room inventory, reimbursement and consumption of The client within 1 hour of the release of the room by The client.
11. Reserved room to which The client did not reach at latest by 6:00 p.m. on the day of arrival, The hotel may use it for accommodation of another Client. This is not valid unless a later arrival has been expressly agreed upon.
12. If The client has ordered a single room and The hotel has confirmed the order, The client pays the price for a single room even if The hotel resides The client in a double room or in an apartment.
13. If The client has ordered an apartment, the price for the accommodation is the same when the apartment is occupied by one or two persons.
14. If The client requests an extension of the accommodation, The hotel may also offer him another room or apartment in the different level of the price like than the one in which he was originally accommodated. If The hotel does not have another free accommodation capacity, it can refuse an extension of The client 's stay.

VII. PRICES AND PAYMENT CONDITIONS

1. The hotel provides The client with prices based on currently valid price lists. The agreed price is final and includes value added tax.
2. The price stated on the booking confirmation is binding.
3. The hotel is entitled to require advance payment from The client up to 100% of the price of the booked accommodation. In the case of a reservation of accommodation, this is mandatory for the hotel until the date of payment of the advance payment to the hotel's account, unless otherwise agreed in writing.
4. The client is obliged to pay for the accommodation and use of other services to pay the prices according to The hotel's current price or to pay according to the contractually agreed contract prices in writing. This also applies to the services and expenses of The hotel against third parties ordered by The client.
5. The Client is obliged to pay the hotel accommodation price and all services provided on the basis of the submitted accommodation and other services, or on the basis of the presented invoice, at the latest on the day of termination of stay, unless otherwise agreed in writing.
6. In case The client shortens the pre-booked stay in The hotel, The hotel is entitled to The client to charge the price for the accommodation for the whole booked stay.
7. For stays longer than 4 days, The hotel may require advance payment in installments. Accounts are payable immediately upon submission.
8. If the price for services rendered to The client exceeds the amount of 500,- EUR or exceeds the value above 500,- EUR against the paid deposit, The client is obliged to immediately reimburse the price for the provided services.

VIII. RIGHTS AND OBLIGATIONS OF HOTEL AND CLIENT

1. The hotel is not liable for any damage to the values submitted and deferred by The client to The hotel. For jewellery, money and other valuable things the hotel is not responding.
2. The hotel is liable for up to 331.94 EUR for damage to client's values which has been deposited with The client or for The client to the housing without any fault on The client itself.
3. On request, The hotel provides a safe deposit box at the reception desk. The use of a safe in a room can not be considered as taking over by The client in custody.
4. The hotel is not responsible for forgotten and lost values on the premises of The hotel.
5. The hotel is not responsible for any damages caused to The client outside of The hotel.
6. The hotel's public spaces are available for the visiting of the quests. It is only possible to receive visits in the room or in the apartment from 8:00 am until 10:00 p.m. only with the approval of the receptionist and after signing up for the guestbook.
7. In case of illness or injury The client, The hotel will provide medical assistance or transfer to the hospital.
8. In the room or in the hotel's premises, The client may not dispose of equipment, make modifications, perform repairs or intervene in telephone, radio, television or any other electronic equipment, hair dryers or electrical network or other installation without the consent of The hotel.
9. In the premises of The hotel and in particular in the room, The client may not use electrical appliances with a power exceeding 1000 watts.
10. Before leaving The hotel, The client is required to turn off the light in the room or in the apartment, close the water taps, close the door and upload the electronic card to the reception.
11. For safety reasons, children under 10 years of age are not allowed to stay in the room or in the apartment, the corridors, the elevator and other common areas of The hotel without supervision.
12. For security reasons, The client is not entitled to hold a gun or ammunition at The hotel's premises or the weapon and ammunition to be stored in a condition allowing them to be used immediately.
13. The client shall not be allowed to take into the room sporting equipment and articles on whose storage another place is reserved.
14. The client may not be entertaining, singing, loudly listening to radio, television or other broadcasting and reproduction in the room or in the hotel corridors. From 10:00 p.m. to 06:00 a.m., The client is required to observe the night's rest.
15. Smoking is allowed only in the hotel's reserved rooms. In the rooms, suites and other public spaces there is a strict smoking ban. In the event of a violation, The hotel may charge a penalty fee of 250,- EUR for the removal of odors from the equipment and equipment of a room or apartment.
16. The hotel is strictly forbidden to use any narcotic or psychotropic substances.
17. It is strictly forbidden to carry substances of a hazardous nature (explosives and ammunition, corrosives, poisons or other toxic substances, infectious or radioactive materials).
18. The client is obliged to give the waste exclusively to reserved containers.

19. If the Client is parking at a hotel parking, there is no liability for The hotel in case of loss or damage to the hotel or the vehicles located in the vehicle.
20. Items found shall be sent to The client only at his / her request. Stored in The hotel for a maximum of 3 months. After this time, items that are of obvious value are handed over to the police and the others are discarded.
21. Accommodation of dogs is allowed in reserved rooms and only if the owner demonstrates its health and during its stay The client complies with all veterinary and hygienic regulations. Dogs are required to have a hotel reception staff approval. Dogs must wear a muzzle in all public areas of the hotel and must be taken to a walk. Dogs must not rest - lie on the bed or on other facilities that serve The client's rest. It is not allowed to use a bath, shower or wash basin for bathing and washing dogs. No inventory for the preparation or delivery of food by The client may be used for feeding dogs. The person accompanying the dog is responsible for any damage caused by the dog to the property of The Hotel. Please note that dogs are not allowed in the Rosalia Restaurant. The price for dog accommodation is determined according to the valid price list of The hotel.
22. For damage to equipment, inventory of The hotel, The client is responsible for that under the applicable laws. In the event of damage or destruction of the property of The Hotel, The hotel is entitled to damages at its acquisition value. The client is obliged to compensate for the damage incurred no later than on the day of termination of the stay at The hotel unless otherwise agreed in writing.
23. The client agrees that his / her room for the duration of his / her rental has the right to enter the house-keeping manager, the chambermaid, the maintainer or the director of The hotel or the responsible person responsible for his / her duties.
24. Guest complaints and possible suggestions for improvement of the services The hotel accepts the head of the reception or the director of The Hotel. Complaints are governed by the Complaint rules published at the Hotel's reception.

IX. DISCLAIMER, CANCELLATION OF ORDER, CLEARANCE OF SERVICES

1. If the term for a free cancellation of the contract has been agreed in writing between The hotel and The client, The client is entitled to cancel the ordered services by this time without incurring payment claims or claims for damages to The hotel. If The client does not use the contractually agreed term, this right expires.
2. In the event of cancellation of the order, The hotel will apply the following cancellation policy and the following cancellation fees:
 - a) within 30 days before the service is provided - free of charge
 - b) 21 – 29 days 20% of the price for cancelled services
 - c) 13 – 20 days 50% of the price for cancelled services
 - d) 6 – 12 days 70% of the price for cancelled services
 - e) 1 – 5 days 90% of the price for cancelled services
 - f) 100% of the price for cancelled services on the date of commencement of services
3. In the case of the organization of mass events (over 20 participants), The hotel accepts 10% of the number of persons and rooms.

4. The hotel reserves the right to review the amount of the discounts granted when the real number of persons is significantly reduced compared to the number of persons using the hotel services.
5. The hotel is entitled to exceptionally resign from the contract in particular in the following cases:
 - a) force majeure or other circumstances for which The hotel does not comply, make the fulfilment of the contract impossible
 - b) reserved services have been misleading or untrue, for example, in The client's person or purpose
 - c) The hotel has reason to believe that the use of hotel services by The client would have a negative impact on the operation of The hotel, its functionality, security or public opinion

Upon the right to resign from the contract under the above terms and conditions, no damages claim shall be made to the service provider.

X. ORGANIZED EVENTS

1. The organizer of the event must inform The hotel of the final number of participants no later than 5 working days before the event, so that the hotel can arrange for it to be carefully prepared.
2. The hotel accepts a reduction of the number of participants by a maximum of 10% compared to the originally reported number.
3. When the number of participants is diverted upwards, the actual number of participants is the basis for the billing.
4. For events lasting longer than 10:00 p.m., The hotel may charge service to the number of remaining service staff.
5. The organizer of the event or corporate event is not entitled to bring out food or beverages to the hotel guests. Exceptions require a prior written agreement with the director of The hotel. In these cases, the applicable service charge is charged.
6. The organizer of a corporate event or event is responsible for the payment of additional ordered meals and beverages by the participants of the event if it was at the beginning of the event or during the course agreed with The hotel.
7. The organizer of the event (the ordering party) is obliged to notify The hotel of the content of the event, which could cause public interest or threaten the hotel's interests.
8. Advertisements in newspapers and other media to political, religious, and sales events that show the relationship to The hotel require the written approval of the hotel director.
9. All photos posted on the web pages of The hotel are protected by copyright, and any handling is subject to written consent. Site users may not modify, copy, reproduce, and publicly distribute the published photos. The hotel is not liable for damages resulting from such breach of the Copyright Act.
10. In the event of The client, The client shall not infringe the copyrights of third parties, in particular it shall be obliged to fulfil all obligations under the laws governing the use of copyright works valid and effective in the territory of the Slovak republic against copyright protection organizations and other third parties possessing the respective copyrights . The client is fully responsible for any infringement of intellectual property rights.

11. The use of our own electrical equipment in a hotel with a power of more than 1000 watts is subject to the approval of The hotel. If the use of these devices results in damage to the hotel's facilities, it will be charged to the organizer of the event.
12. Accepted decorative material must meet legal requirements. The hotel is entitled to require an official confirmation. Due to possible damage, the installation and location of decorative items must be agreed and approved by The hotel. After the event has ended, the decorative material must be removed immediately. Otherwise, it will be removed by the hotel at the expense of the organizer of the event.

XI. FINAL PROVISIONS

1. The place of performance and payment is the seat of The hotel.
2. Should the individual provisions of these General commercial conditions and terms become ineffective or invalid, this shall not affect the effectiveness of the other provisions.
3. Changes to the General commercial conditions and terms require a written form for their effectiveness and will not be effective until they have been confirmed by The Hotel in writing. Unilateral additions or changes made by The client are legally ineffective.
4. Client in accordance with Act No.122 / 2013 Coll. about personal data protection declares that he has been made aware of the rights and obligations relating to the collection and processing of personal data under this Act. At the same time, The hotel as a vendor agrees to process the personal data listed in the order in order to secure and provide the ordered services and to fulfill the obligations imposed by the law for the period necessary to secure the rights and obligations arising from the business relations between The client and The hotel. The client grants consent to the collection and processing of the personal data in question, as well as to the needs of the hotel's marketing activities, in particular for participation in loyalty and similar programs of the Hotel during the period in which these activities are carried out. Revocation of consent may be done in writing, with or without indication. The client as the person concerned declares that he is aware of his / her rights.
5. The client is required to comply with these General commercial conditions and terms. In the event that he grossly violates his obligations or good morals, The hotel has the right to resign from the Service Agreement before the agreed time has elapsed and to stop the further provision of services to The client.
6. These GTC and legal relations are governed by the Slovak legal order. Any disputes arising from the General Terms and Conditions and the Contract fall under the jurisdiction of the relevant courts of the Slovak Republic.
7. The resolution of the Client's complaint in relation to the Services provided by the Hotel is governed by the Hotel's Complaints Procedure. In the event that the Client with the status of a consumer is not satisfied with the manner in which the Hotel handled his complaint, or believes that the Hotel has canceled his rights, the Client has the means to exercise his rights and legally in accordance with Act no. 391/2015 Coll. of Laws on alternative resolution of consumer disputes.

These General commercial conditions and terms become effective at 01.09.2016.

Halič, 01.09.2016