

# KASKADY

HOTEL & SPA RESORT

## General Contractual Terms and Conditions

Hotel Kaskády\*\*\*\*, Letecká 19, 962 31 Sliač

Valid from **10 December 2015**

Business name: BAD, s.r.o., Matušková 49, 976 31 Vlkanová  
Reg. No.: 31 631 045  
VAT No.: SK2021105251  
Registered in the Commercial Register of Banská Bystrica District Court  
Section: Sro, File No.: 2796/S

### 1. Contracting parties

Supplier: Hotel Kaskády, operation of BAD s.r.o. – provider of catering, congress and relaxation services to customer (guest) for payment.

Customer: A party ordering services

### 2. The reservation of services

- 2.1. Reservation can be made by an order party in its behalf or in favour of a third party.  
2.2. Hotel confirms the reservation to the order party (guest) after order has been received in:

- telephone
- written
- electronic form.

#### 2.3. The order must include:

- the guest's name and surname, company name in the case of a company
- the period of the use of the hotel services
- contact information: telephone number, guest's address, e-mail
- the method of payment for services, billing information in the case of a company
- the scope and type of services ordered

2.4. The hotel is obligated to process the order within 24 hours or on the next working day as to the group reservations, by confirming or rejecting the reservation.

2.5. Based on the order, the hotel will issue a confirmation of reservation by which it will confirm to the guest the scope of services in written form or electronically.

### 3. Prices and payment terms

- 3.1. The hotel provides the guest with prices based on the current, valid pricelists.  
3.2. A price included in the confirmation of reservation is binding.  
3.3. Client is not entitled to the reduction of the price if a bargain price of accommodation was published after the confirmation of reservation.  
3.4. Discounts and bargain prices cannot be combined and cumulated.

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3.5. On the day of departure, the guest is obligated to pay for any used hotel services and accommodation in cash at the reception desk, by credit card or payment card.

3.6. The form of payment must be agreed in advance.

3.7. **Any arrangements that would be in a different scope than those that are governed by the General Contractual Terms and Conditions must be approved in advance by a general manager of the company and both contracting parties must confirm them in writing in the form of a special Framework Contract.**

3.8. **Advance payment:**

The hotel is entitled to ask the guest to pay an advance payment up to **100 %** of the price of ordered services with a 7-day maturity period of the confirmation of reservation. The reservation becomes binding when the paid advance payment is credited to the hotel account.

3.9. **Advance payment for groups and events**

3.9.1. Provider of services issues a pro-forma invoice based on expected and agreed price for any accommodation, catering and supplementary services according to the order **with a 7-day maturity period** of the issuance of the pro-forma invoice. The provider does so as follows:

- **30 %** of services ordered as a confirmation of reservation
- advance payment in the amount of 100 % of the total services ordered must be credited to the account of the provider of services at least 3 days before the services are rendered.

3.9.2. The services ordered must be paid not later than on the day of arrival.

3.9.3. The order is confirmed on the part of the provider of services on the day the advance payment is credited to the account of the provider of services in Tatra banka, a.s., account number: 2621099161/1100. The term of realisation of the service is considered reserved from the date of the receipt of the order by the customer until the date of maturity of the advance payment. The paid advance payment will be settled in a proper tax document (invoice) after the stay ends. In case the customer does not pay the advance payment properly and on time, the provider of services is entitled to cancel the reservation.

3.10. The advance payment can be made as follows:

- in cash or by a payment card at the hotel reception desk
- by a transfer to account: Tatra banka, a.s., account number: 2621099161/1100
- use reservation number or invoice number as a variable symbol
- by a payment card in the form of on-line reservation

3.11. **Cancellation policy**

The hotel is entitled to request cancellation fees if a guest cancels his reservation in writing, by telephone or electronically, by fax within the following terms:

- **from 15 to 29 days** before agreed date 50 % of the total price of cancelled accommodation services,
- **from 7 to 14 days** before agreed date 70 % of the total price of cancelled accommodation services,
- **from 1 to 6 days** before agreed date 90 % of the total price of cancelled hotel services,
- on the day of arrival **100 %** of the total price of cancelled hotel services,
- as to premature departure, the hotel charges 100 % of confirmed remaining stay,
- **a 100 % cancellation fee in relation to reservations cancelled 21 days and less before confirmed arrival is applied to the Christmas, New Year and Easter stays.**

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- In case **50 % and more of accommodation services of the hotel is reserved**, a cancellation fee is charged to the guest in relation to the cancellation of reservation from **30 – 59 days** before agreed date in the amount of 30 % of the total price of cancelled accommodation services of the hotel.
- As to the cancellation of the whole event within any term 50 % of the agreed price of rented space.
- As to the **group reservations of catering services** the customer is obligated to order or submit the number of meals at least three days in advance. If the number of meals ordered and confirmed by the customer in writing is higher, the actual number of meals will be charged. If the meals ordered are not used, the total number of ordered meals will be charged. If the order of catering services is cancelled on the day for which the catering services were ordered, the provider of services charges the guest for any ordered meals according to his written order that constitutes an integral part of the Contract. Such a price of all ordered meals according to the order is a contractual fine arising from the breach of contractual terms and conditions on the part of the customer.

#### 4. Services rendered

- 4.1. Guest cannot be accommodated on the day of arrival before **3:00 p.m.**, unless agreed otherwise in advance. The hotel is obligated to accommodate the guest not later than by **6:00 p.m.**
- 4.2. If the guest has paid the advance payment, the hotel is obligated to keep the guest's reservation until 10:00 p.m. If the guest does not lay claim to reserved services after this hour, the hotel is not obligated to return the advance payment to the guest.
- 4.3. If the guest does not have his reservation confirmed in writing, he must be accommodated by 6:00 p.m., unless agreed otherwise with the guest. If the guest is not accommodated by 6:00 p.m., the hotel can freely dispose of this room.
- 4.4. If the guest is accommodated before 6:00 a.m. on the day of arrival, the hotel reserves the right to charge one additional night.
- 4.5. The guest is obligated to leave his room before 11:00 a.m. If he does not do so, the hotel is entitled to charge the guest a price for additional day of stay, unless agreed otherwise.
- 4.6. In the case the guest's reservation has been confirmed and he has paid his advance payment and the hotel does not provide the guest with accommodation due to force majeure, the hotel is obligated to provide the guest with adequate, alternative accommodation at the hotel's expense.
- 4.7. In exceptional cases, the hotel reserves the right to provide the guest with a different accommodation than originally agreed, unless it substantially differs from confirmed order.
- 4.8. The hotel is liable for damage to things brought in or put aside, while things brought in are things that were handed over to a hotel employee for this purpose. The hotel is not liable for jewellery, money and other precious things kept outside the hotel safe. In any case, we recommend to make use of a built-in safe in your hotel room or at the hotel reception desk.
- 4.9. The guest is entitled to use any services agreed in confirmed reservation. In the case of half board or full board, these services start with dinner on the day of arrival at 6:00 p.m. A full board service ends on the day of departure with lunch by 1:00 p.m.
- 4.10. Guests are not entitled to eat their own food or beverages in the premises of the hotel. It is deemed a breach of the General Contractual Terms and Conditions based on which the hotel can terminate contractual relationship with the guest without reimbursement.
- 4.11. Guests are not entitled to use their own electrical appliances except shavers, hair dryer, etc., devices used for personal hygiene.
- 4.12. For room service, a 30 % surcharge is charged to the pricelist prices.
- 4.13. Small pets can be accommodated only after the previous consent of the hotel management in a small villa in the premises of the hotel (suite house). The price for such an accommodation is included in the current pricelist. The animal cannot be left unattended in the room. The guest is obligated to follow instructions for the stay with the dog.
- 4.14. The hotel can extend the guest's stay only if it has a free capacity.
- 4.15. At the guest's request, the hotel will call *emergency medical care*. The hotel is entitled to request from the guest a monetary compensation for expenses related to the treatment of the guest.

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- 4.16. Contractual relationship between the guest and the hotel ends on the day of his departure by paying a final bill. The guest is obligated to pay the bill on site in cash or by a payment card.
- 4.17. If the guest ends his stay sooner than agreed in the reservation, the hotel is entitled to charge the guest a price for the whole agreed stay.
- 4.18. The guest is liable for any damages caused by him during his stay. If the damage was caused by a child, his legal representative is liable for the damage.
- 4.19. If the guest does not pay the final bill, the hotel is entitled to keep all the things brought into the accommodation facility by the guest.
- 4.20. The hotel is entitled to terminate and withdraw from the contract immediately and without the guest's claim to refund, if:
- the guest intentionally or due to negligence damages the hotel property, behaves contrary to the principles of decent social behaviour and moral,
  - the guest's behaviour harasses other guests,
  - the guest's health conditions jeopardises the health of other guest and the personnel,
  - due to force majeure.
- 4.21. In the case of a complaint, the guest is obligated to communicate this fact immediately. Complaints are governed by a *Complaints Procedure* of the hotel.
- 4.22. The hotel is entitled to inspect the guest's room during his stay and to clean the room according to hygiene rules.
- 4.23. If the hotel, after the guest's departure, finds out that the guest damaged the fixture, did not announce consumption or theft, the hotel is entitled to debit the guest's credit card for these receivables after informing him on this fact, or the hotel can issue a bill and deliver it to the guest's address.
- 4.24. The guest is obligated to follow the valid accommodation rules of the hotel.

### 5. Liability for damage

- 5.1. In case a duty arising from contractual relationship is breached, a contracting party is obligated to compensate the other contracting party for such a damage, unless it proves that such a breach of duties was caused by circumstances excluding liability.
- 5.2. A party ordering services is fully liable for damage caused by impairment, damage or destruction of equipment or property of a provider of services on the part of persons that participate in the event ordered by customer from the provider of services.

### 6. Other sanctions and fines

- 6.1. In the case of activation of a false alarm due to the failure to respect fire measures, such as
- smoking ban in the hotel premises
  - activating a smokescreen during events
  - using open fire in the hotel premises
- the provider of services can charge a fee up to EUR 2,000.00.

### 7. Personal data protection

- 7.1. Under Act No. 122/2013 Coll. on Personal Data Protection, the customer declares that he was informed on the rights and duties related to the acquisition and processing of personal data under the Act. Simultaneously, he grants to the supplier his consent with the processing of personal data stated in his order for the purpose of the rendering of services ordered and the fulfilment of duties stipulated by the Act for a period necessary for the provision of rights and duties arising from business relationships between the customer and the supplier. The customer grants his consent with the acquisition and processing of personal data also for the needs of marketing activities of the supplier, especially for participation in loyalty and similar programmes of the supplier, for a period during which such activities are being performed. Such a consent can be revoked in writing with or without the reason. As a consumer, the person concerned, declares that he/she is aware of his/her rights.