

CODE OF COMPLAINTS

Applicable to LOFT Hotel Bratislava.

Operated by:

LOFT HOTEL, s.r.o., Štefánikova 4, 811 05 Bratislava, Company Id. No.: 51704099, VAT No.: SK 2120762215

This Code of Complaints is issued to ensure the due processing of complaints regarding deficiencies of the products and services sold and provided by the LOFT Hotel Bratislava (hereinafter the “Provider”) pursuant to Act No. 634/1992 Coll., as amended, and Act No. 40/1964 Coll., Civil Code, as amended:

Article I.

Right to file complaints

1. The Client has a right to file complaints regarding any deficiencies of the provided services and purchased goods, including the right to have them removed, exchanged, and replenished, and the right to a substitute provision of a new service or an adequate discount of the agreed-upon price paid for the services or goods.

Article II.

Subject matter of complaint

1. Complaints regarding the defective quality of food and/or beverages intended for immediate consumption must be filed at the Hotel immediately after the deficiency has been identified, in particular directly to the waiting staff on hand.
2. In the event that a deficiency regarding food and/or beverages intended for immediate consumption concerns the volume and weight of this food or beverages, the complaint must be filed prior to the start of consumption.
3. The Client must file a complaint regarding any other defective goods or services at the Hotel, where the goods or services were purchased, immediately or without undue delay, on the basis of a receipt from an electronic cash register, and at the latest before the lapse of the warranty period/expiration date in the event of goods purchased with a warranty period/expiration date. The Provider may decide not to acknowledge a complaint without a proof of purchase.
4. Complaints regarding deficient accommodation may be filed with the reception staff, without undue delay. The right to file complaints regarding deficient accommodation lapses unless asserted within six months of the service provision at the latest.
5. When filing a complaint, the Client must present any relevant documents with regard to the service provision or acquisition of goods identified as deficient or faulty.

Article III.

Complaint filing procedure

1. Catering services
 - a) Food deficiencies are considered irremovable. In the event that the Client discovers a defect regarding their food, meals, or beverages, they are entitled to claim a substitution or reimbursement of the paid amount, or claim to a discount.
 - b) In the event of a failure to comply with the adequate quality, weight, dose, or temperature of food and/or beverages, the Client has the right to claim the due and immediate removal of the defect free of charge.
2. Accommodation services

The Client is entitled to claim the due and immediate removal of defects free of charge, in particular:

 - a) Exchange of defective or provision of additional small equipment in the room;
 - b) If it is not possible to remove defects of a technical nature in the room allocated to the Client (malfunction of the heating system, low water pressure, lack of hot water, power supply malfunction, etc.), and if the Provider cannot offer the Client a different, alternative accommodation, and if the room is offered to the Client despite the existence of such defects, the Client is entitled to a discount of the base rate of accommodation upon mutual agreement, or to withdraw from the Contract before spending a night at the Hotel, and to get a refund of the price paid for accommodation.
3. Complaints are processed by the Director or a hotel employee authorised by the Director, who must investigate the complaint and decide on its outcome. If a complaint cannot be settled by agreement, the Director or an employee authorised by the Director must issue a Complaint Protocol with the Client. In the

Protocol, the Client must state an exact description of the provided service or purchased goods, the time when the service was provided or the goods purchased, and a description of the defect.

4. If the Client submits written document confirming the service provision or purchase of goods or the goods deemed defective by the Client to a hotel employee upon filing a complaint, this fact must be expressly stated in the Complaint Protocol.

5. The Director or a hotel employee authorised by the Director must decide on the justness of a complaint regarding the defects specified under Article II. immediately, or in complex cases within three business days at the latest.

6. In the event of the need to have a defect examined by an expert, the Parties have 30 days to settle the complaint.

7. The Client must obtain a copy of the Complaint Protocol and the manner of its settlement.

Article IV.

The Client's involvement in the complaint settlement

1. The Client must support the hotel employee in a manner that is necessary for the settlement of the complaint, in particular by stating truthful information regarding the provided service or purchased goods.

2. Where the nature of a complaint so requires, the Client must enable the hotel employee to enter the premises allocated to the Client in order to verify the justness of the complaint.

Article V.

Final provisions

This Code of Complaints enters into force as of 1 July 2018

The Operator reserves the right to amend this Code of Complaints without prior notice.

Bratislava, 1 July 2018