**GENERAL BUSINESS TERMS AND CONDITIONS FOR PROVIDING ACCOMMODATION SERVICES AT HOTEL LOFT AND WILSON PALACE**

Contractual Parties:

Article I

1. The Contractual Parties in the provision of accommodation services (hereinafter only "Services") by Hotel LOFT & Wilson Palace (hereinafter only "Hotel") to its clients are:

a. LOFT HOTEL, s.r.o., Štefánikova 4, 811 05 Bratislava, registered in the Commercial Register of Bratislava I District Court, Section: Sro, Insert No. 128232/B

Company ID No. (IČO): 51704099, Tax ID No. (DIČ): 2120762215, VAT ID No. (IČ DPH): SK2120762215

b. Individuals or legal entities (hereinafter only "Clients")

2. An order to provide Hotel Services (hereinafter only "Reservation") can only be applied by a Client at the Hotel in person, via the telephone or in writing, via fax or Internet.

3. The contents of a Reservation are shown on the Hotel's website www.lofthotel.sk.

4. If the Hotel's capacity allows, the Reservation contains all established facts and information and the Client provides the Hotel will the necessary information to secure fulfilment of its obligations, the Hotel will confirm the provisions of these Services to the Client as specified in the Reservation.

5. The confirmation of a Reservation will be completed by the Hotel in writing, via fax or the Internet.

Article II

Provision of Hotel Services to the Client

1. The Hotel will provide Services to a Client on the basis of a Reservation only after it is confirmed by the Hotel and that, in accordance with this confirmation, no other agreement is made between the Contractual Parties.

2. The Hotel will provide the Client with the Services in an agreed scope and method that is defined by the Hotel's valid materials, in particular its webpage:www.hotelmarrols.sk.

3. The Client is obliged to pay the agreed price for Services provided by the Hotel; otherwise prices are set following the Hotel's valid price list. This applies for the actual price as well as the method and term for providing such payment.

4. The Hotel is authorised to require payment in advance or a deposit. The Hotel is obliged to inform the Client of such a request in the written confirmation of a Reservation.

5. The price for the Hotel's Services is based on the Reservation confirmation. Unless otherwise agreed, valid prices from the price list shown at the Hotel's reception and published on the Hotel's webpage are applied.

In case a guest brakes the ban on smoking in his/her room, the hotel has the right to raise the agreed price by the sum shown in the Accommodation rules.

6. The payment term for Services is at the latest on the last agreed date of Service provision.

7. The payment should be made by cash or by card.

Article III

Client Rights and Obligations

1. The Client has the right to Service provision from 3:00 PM on the first day of Service Provision.

2. The Client is obliged to properly return the appropriate room in the Hotel after the provision of Services at the latest by 11:00 a.m. on the agreed last day of Service provision, unless otherwise agreed. If the Client will be delayed in fulfilling his or her obligations, the Client will be obliged to pay the Hotel an appropriate price for the room following the price list shown at the Hotel's reception and published on the Hotel's webpage for each day of delay.

3. If the Client does not arrive for their accommodation by 12:00 midnight on the first date of the agreed Service provisions and the no other agreement was made in writing, via fax or Internet, the Hotel may cancel the provisions of Services to the Client. The Hotel is obliged to notify the Client of this in writing, via fax or the Internet.

4. The Client is entitled to unilaterally cancel the provision of Services as confirmed by the Hotel.

5. The Client is obliged to pay the Hotel a cancellation fee under the conditions and in the amount shown in Points 6 and 7 of this Article for such unilateral cancellation of Service provision.

6. If the Client notifies the Hotel of such unilateral cancellation of confirmed Service provision by 6:00 PM on the day before the first day of Service provision, the Hotel will not apply a cancellation fee towards the Client.

7. If the Client notifies the Hotel of such unilateral cancellation of confirmed Service provision after the term shown in Point 6 of this Article, the Hotel will gain the right to a cancellation fee in the amount of 100% of the price for confirmed Services for the first day of accommodation.

8. If the reservation is non-refundable, in case of no-show or cancellation 100% of the total amount will be charged.

Article IV

Final Provisions

1. These general business terms and conditions and the legal relationships thereby created are managed by the legal regulations of the Slovak Republic.

2. The Client's stay in the Hotel is managed by the Hotel Accommodation Rules and Regulations, which are binding for Clients. The Hotel Accommodation Rules and Regulations are located at the Hotel's reception and in each room in the Hotel.

3. If the Client provides the Hotel with any information as to its debit or payment card, including related numbers, the Client at the same time expresses its consent to allow the Hotel to use this card to satisfy its financial claims towards the Client, in particular when seeking payment for Service cancellation fees.

4. The Client, via the delivery of a Reservation to the Hotel, the unilateral cancellation of Service provision of the cancellation of accommodation in the Hotel thereby confirms that these terms and conditions are known to them and that they agree with the content herein.

5. These General Business Terms and Conditions for Providing Accommodation Services at Hotel LOFT & WILSON PALACE enter into force on 1st July 2018.

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