

## **GENERAL TERMS AND CONDITIONS OF WELLNESS HOTEL SPARK\*\*\*\***

### **1. Introductory Provisions**

**1.1** These General Terms and Conditions (hereinafter referred to as "GTC") apply to accommodation as well as to all services provided by the hotel operator. The hotel operator is the company **ELISIS s.r.o.**, ID No. (IČO): 48261505, Tax ID (DIČ): 2120108078, VAT ID (IČ DPH): SK2120108078, with its registered office at Plavecký Štvrtok 90068, Plavecký Štvrtok 520, email: office@hotelspark.sk, tel. number: +421/0/347746203, registered in the Commercial Register of the District Court Bratislava 1, Section: Sro, Insertion No. 105535/B, with the supervisory authority being the Slovak Trade Inspection (Slovenská obchodná inšpekcia), Inspectorate for the Bratislava Region (hereinafter referred to as the "Operator").

**1.2** These General Terms and Conditions ("GTC") govern the legal relations between the operator of the accommodation facility (hereinafter referred to as the "Hotel" or "Provider" or "Operator") and the client (hereinafter referred to as the "Customer" or "Guest" or "Client") arising during the reservation of a stay and services via the online reservation system on the website [www.hotelspark.sk](http://www.hotelspark.sk), in person at the reception or with the hotel manager, by telephone at +421347746203 or another hotel telephone number (e.g., the manager's telephone number), via email ending in "@hotelspark.sk", or by filling out a reservation form. In the case of online reservations, by submitting the order and checking the consent box to the GTC, the Customer confirms that they have familiarized themselves with these terms and conditions and agree to them.

**1.3** The Client is advised, in their own interest, to familiarize themselves with these GTC before making a reservation, regardless of the method used to arrange the reservation, whether online, in person, by email, and/or by telephone. The hotel Operator reserves the right to unilaterally amend these GTC, whereby the amendment to the GTC becomes effective on the day of its publication on the hotel operator's website. If the client does not agree with any provisions of these GTC, the hotel operator requests that they do not use the hotel operator's services. By confirming the reservation, the client expresses unconditional agreement with these GTC.

**1.4** Individual and special business cases are not part of these published GTC.

### **2. Reservations, Contracts, and Hotel Services**

**2.1** A reservation can be made by telephone, email, by filling out the reservation form on the hotel's website, in person at the hotel premises, or via the online reservation system. A reservation is understood to mean the reservation of accommodation and/or the reservation of any service/product offered by the Hotel.

**2.2** In the case of a telephone, verbal, or email reservation, as well as a reservation via the reservation form, the hotel will send a reservation offer to the email address provided to the hotel by the client. If the client does not respond to the hotel's offer within 24 hours, the hotel's obligation to provide the service to the client expires.

**2.3** In the case of using the online reservation system, the customer selects the services and dates available in real-time within the reservation system. The contract is concluded upon confirmation of the reservation by the Hotel and payment of the price of the stay or a deposit according to the selected conditions. The customer is entitled to the services that they properly selected and paid for in the system. Additional services (extra beds, meals) can be additionally ordered according to current capacity.

**2.4** The contract is created upon written confirmation of the reservation by the hotel and carries the weight of a contract. A verbal agreement and/or verbal confirmation of a reservation does not carry the weight of a contract.

**2.5** Every accommodated guest is obliged to comply with the hotel's accommodation regulations as well as the hotel's GTC. By creating a reservation, the guest gives consent that they have familiarized themselves with the accommodation regulations as well as the hotel's GTC and fully agree with them.

**2.6** Unless excluded by the nature of the matter, the provisions of this article of the GTC also apply to group accommodation conditions, with the understanding that the accommodated guest and the person who made the group reservation are jointly and severally liable for obligations toward the hotel and must comply with the hotel's accommodation regulations during the period of stay.

### **3. Payment Conditions and Prices**

**3.1** The client is obliged to pay the price for accommodation and provided services in accordance with the valid price list of the hotel. A non-contractual guest always pays for the stay upon arrival for accommodation based on the presentation of a bill or invoice, along with the settlement of any deposits provided by the client. For stays longer than seven days, the client is obliged to pay a deposit for the stay in the amount of 100% and pay the remainder for the stay and any other services and consumption upon termination of the stay, unless the hotel has agreed otherwise with the client. The bill or invoice for the stay is payable upon its presentation to the client.

**3.2** Current hotel prices for the provided rooms and services are accessible at the hotel reception, and the price list for drinks, wines, and meals is accessible in the hotel restaurant. Price lists for individual hotel services, as well as various promotional offers, are also publicly accessible on the hotel's website [www.hotelspark.sk](http://www.hotelspark.sk).

**3.3** The Hotel, as the service provider, has the right to change the published prices, which become valid at the moment of their publication on the hotel's website.

**3.4** In the event that the deposit payment for the ordered hotel service is not paid on time, the hotel has the right to cancel the reservation and thereby withdraw from the contract. Withdrawal from the contract does not affect the Cancellation Fees listed in section no. 5.

**3.5** In the event that the Customer uses the reservation system, the prices for accommodation and services are specified in the reservation system including VAT. Payment can be made in the following ways:

- **Via online payment card (CardPay/GP webpay)**, where the payment takes place through a secure payment gateway. When choosing this option, a condition for confirming the reservation is payment in full or in the amount of the required deposit.
- **By bank transfer**, the details of which are available to the customer in the order confirmation. If the Customer does not pay the price for the accommodation and/or services within the specified period, the order will be automatically cancelled.

### **4. Delivery Terms (Utilization of Service)**

**4.1 Delivery of confirmation:** After successful payment of an accommodation order via the reservation system, a confirmation email is sent immediately (usually within a few minutes) to the Customer at the email address entered in the order. This email serves as proof of purchase of the service. In the event that the Customer purchased a voucher, after successful payment of the order via the reservation system, a confirmation email containing the voucher is delivered to the Customer immediately (usually within a few minutes). This email serves as proof of purchase of the voucher.

**4.2 Place and time of service delivery:** The accommodation service, as well as all other reserved services provided by the hotel, are provided (delivered) on the premises of **Wellness Hotel Spark\*\*\*\***, Plavecký Štvrtok 901, 900 68 Plavecký Štvrtok, Slovakia, during the dates of the reserved stay and/or service. In the case of accommodation, check-in and check-out times are governed by the accommodation regulations. In the case of the delivery of services where time is an integral part of successful delivery, the provision of the service is governed by the time reserved and confirmed in advance by the hotel.

## **5. Cancellation Conditions (Reservation Cancellation Terms) and Refunds**

**5.1** The Customer has the right to cancel a reservation at any time prior to arrival at the stay. The Hotel is entitled to charge cancellation fees for pre-ordered agreed services in the event that the guest cancels their reservation of the stay, the ordered service, or a part thereof. The hotel accepts notification of the cancellation of a stay reservation, service, or part thereof only in writing via email, or, if the reservation was made through the reservation system, also through the user interface of the reservation. The Hotel is entitled to charge for the cancellation of a reservation even if the guest does not notify the hotel of the cancellation. The Hotel charges cancellation fees according to the following rules:

- Cancellation of a stay, service, or part thereof **more than 28 days** before arrival or utilization of the service: **without fee**
- Cancellation of a stay, service, or part thereof **28 to 15 days** before arrival or utilization of the service: cancellation fee is **30%** of the price of accommodation and/or ordered services
- Cancellation of a stay, service, or part thereof **14 to 2 days** before arrival or utilization of the service: cancellation fee is **50%** of the price of accommodation and/or ordered services
- Cancellation of a stay, service, or part thereof **less than 2 days** before arrival or utilization of the service, or failure to arrive (no-show): cancellation fee is **100%** of the price of accommodation and/or ordered services

**5.2 A non-refundable reservation**, or non-refundable booking, is a reservation marked as non-refundable or non-ref that has specific cancellation conditions because it is offered at a discounted price compared to a reservation subject to the standard cancellation conditions listed in point 5.1. Every reservation made by a guest through the online reservation system that is marked as non-refundable, i.e., as a non-refundable reservation, is subject to a 100 percent cancellation fee in the event of its cancellation, failure to arrive (no-show), and/or non-utilization of the service and/or part thereof. The Hotel is entitled to charge a 100 percent cancellation fee for pre-ordered and agreed services if the guest cancels their non-refundable reservation, i.e., a non-refundable reservation of a stay, ordered service, or a part thereof. The hotel accepts

notification of the cancellation of a stay reservation, service, or part thereof only in writing via email, or, if the reservation was made through the reservation system, also through the user interface of the reservation. The Hotel is entitled to charge for the cancellation of a reservation even if the guest does not notify the hotel of the cancellation.

**5.3 Refund Conditions:** In the event that the Customer becomes entitled to a refund (e.g., cancellation within the free cancellation period or cancellation with a partial refund), the Provider will return the funds as follows:

- The refund will be made by bank transfer to the account from which the payment was received, or to the account specified by the Customer in the cancellation request.
- The time limit for returning the money is within 14 days from the delivery of the notification of withdrawal from the contract/cancellation, provided that all necessary data for the return (IBAN account number) have been delivered.
- Any cancellation fees in accordance with point 5.1 may be deducted from the refunded amount.

## **6. Complaints**

**6.1** The handling of complaints is governed by the Hotel's Complaints Procedure. In case of dissatisfaction with the services, the Client has the right to file a complaint immediately at the Hotel reception or in writing.

## **7. Alternative Dispute Resolution (ADR)**

**7.1** If the Client – consumer is not satisfied with the method of handling the complaint, or believes that their rights have been violated, they have the right to contact the service provider with a request for remedy.

**7.2** If the service provider responds to this request with a rejection or does not respond within 30 days from the day of its delivery, the Client has the right to submit a proposal to initiate an alternative dispute resolution to an alternative dispute resolution entity pursuant to § 12 of Act No. 391/2015 Coll. on Alternative Dispute Resolution of Consumer Disputes.

**7.3** The competent entity for alternative dispute resolution of consumer disputes is: **The Slovak Trade Inspection (Slovenská obchodná inšpekcia - SOI), Central Inspectorate of SOI, Department of International Relations and ADR, Prievozská 32, 827 99 Bratislava**, email: [ars@soi.sk](mailto:ars@soi.sk) or [adr@soi.sk](mailto:adr@soi.sk).

**7.4** The Client can also use the online platform for alternative dispute resolution to submit a proposal for the alternative resolution of their consumer dispute, available at: [https://europa.eu/youreurope/business/dealing-with-customers/solving-disputes/onlinedispute-resolution/index\\_sk.htm](https://europa.eu/youreurope/business/dealing-with-customers/solving-disputes/onlinedispute-resolution/index_sk.htm).

## **8. Personal Data Protection (GDPR)**

**8.1** The personal data of the Customer are processed in accordance with Regulation (EU) 2016/679 of the EP and of the Council (GDPR) and Act No. 18/2018 Coll. on Personal Data Protection.

**8.2** The complete privacy policy, including the rights of data subjects, is available in a separate document "GDPR" published on the Hotel's website. The Customer acknowledges that their

personal data are processed for the purpose of contract performance (accommodation reservation, provision of services).

## **9. Final Provisions**

**9.1** These GTC and the legal relations arising on their basis are governed by the legal order of the Slovak Republic.

**9.2** Should any provision of these GTC be or become invalid, ineffective, or unenforceable, such invalidity, ineffectiveness, or unenforceability shall not affect the validity and effectiveness of the remaining provisions of these GTC. This document is a translation of the Slovak original, which is publicly accessible at [www.hotelspark.sk](http://www.hotelspark.sk). In the event of any discrepancy, the Slovak version shall prevail, take precedence, and be governing and decisive in the case of any ambiguity.

**9.3** By confirming the reservation, the client expresses their agreement with these GTC and undertakes to comply with them. The hotel operator reserves the right to amend these GTC. The obligation of written notification of an amendment to the GTC is fulfilled by placing the amended GTC on the hotel operator's website [www.hotelspark.sk](http://www.hotelspark.sk) and on the hotel premises at the reception.

**9.4** These GTC enter into force and become effective on the day of their publication on the hotel's website.