

General Terms and Conditions
Hotel Château Appony ****
Oponice 271, 956 14 Oponice

Article I
Introductory Provisions and Effective
Date

1. The operator of Hotel Château Appony **** (henceforth “the Hotel”) is I&P Slovakia, a.s., headquartered at Oponice 271, 956 14 Oponice, ID: 36 711 951, incorporated in the Nitra District Court Business Register, Section: Sa, Insert No.: 10339/N (hereinafter referred to as the "Hotel Operator").
2. The purpose of these General Terms and Conditions (henceforth “the Terms”) is to provide the legal framework for relations between the Hotel Operator and its guests for them to be aware of the conditions for the Hotel Operator’s provision of its services.
3. These Terms constitute an integral part of each agreement and order, whose purpose is a commitment by the Hotel Operator to render certain services to guests and a commitment by the guests to pay the rates stipulated for the services to be rendered.
4. Commercial terms for a Guest or Customer may only be accepted if they have been expressly agreed beforehand.
5. It is assumed that Guests and Customers have been acquainted with these Terms, unless access to them has been restricted or otherwise prevented at the fault of the Hotel Operator.
6. These Terms become binding upon the Hotel Operator on the date when they are published and upon a guest at the moment a service has been ordered.

Art. II
Definition of Terms

Uppercase is used for the following words appearing in the text of these Terms and, for the purposes hereof, they have the meanings below:

- a) **Guest** or **Customer** is any natural or legal person entering into an accommodation contract, service contract or any other contract with the Hotel Operator or sending a binding order to it.
- b) **Hotel** is the buildings and grounds of Hotel Château Appony ****, which is operated by I&P Slovakia, a.s., Oponice 271, 956 14 Oponice, Reg. No. 36 711 951, a company incorporated in the Nitra District Court Business Register, Section: Sa, Insert No.: 10339/N.
- c) **Order/Reservation** is any order or reservation of services booked by the Guest which the Hotel Operator has accepted and confirmed in a written form emailed either by a competent person or from the Hotel's own automated IT reservation system.
- d) **Contract** is an accommodation contract, contract for the rendering of services in organizing a social event, and/or any other contract concluded between the Hotel Operator and the Guest.
- e) **Parties** are the Hotel Operator and the Guest or Customer in the case of an Event.

- f) **Service** is any of the services provided and rendered by the Hotel Operator in accordance with its scope of business, and particularly lodging, meals and catering, wellness and convention services.
- g) **Individual Guest** is normally 1-5 persons, who together either order Services from the Hotel or reserve lodging therein on the same arrival and departure dates. Any Guest whom the Hotel Operator has confirmed to be a member of a Group shall not be considered an Individual Guest.
- h) **Group** is normally 6 or more persons, who together either order Services from the Hotel or reserve lodging therein on the same arrival and departure dates.
- i) **Event** is a social event attended by a large number of people, which may be associated with the rendering of several types of services in the Hotel's buildings or grounds (in particular, accommodation, catering, wellness and/or convention services).
- j) **Event Organizer** is any natural or legal person organizationally, technically or otherwise ensuring an event in the name or on behalf of a Customer and, for that purpose, enters into a contractual relationship with the Hotel Operator. Unless otherwise agreed, whoever orders the Event is the organizer thereof.
- k) **Moment of Payment** is the moment when the Hotel Operator has acquired the capability of using financial resources transferred to it, i.e. on the date when they have been credited to the Hotel Operator's account, received at its cash desk, or are otherwise at its disposal.
- l) **Damage** means actual damage or lost profit (*lucrum cessans*). Indemnities are paid in cash, though when a request is made by the Party entitled to be indemnified and wherever possible, such indemnity shall involve restoration to its original condition of whatever has been damaged.

Art. III Entering into a Contract

1. A Contract is understood to have been concluded when either all of the Parties thereto have signed it or when an Order/Reservation has been confirmed by the Hotel Operator. An Order or Reservation can be written, faxed, emailed or entered into the Hotel's automated IT reservation system. Were a pro forma invoice issued for a Service beforehand, a condition for the confirmation by the Guest of the Order/Reservation would be the payment in full of the pro forma invoice by the maturity date thereon, without prejudice to the moment when the Contract has been concluded as stated above in this clause. The Hotel Operator shall not be obligated to provide Services until the Moment of Payment and is entitled to dispose of any reserved building, grounds or part thereof; accommodation capacities; or Services freely by offering them to other interested parties.
2. The Hotel Operator undertakes upon the conclusion of a Contract and at the Moment of Payment to provide the Guest with Services in the scope, of the quality, and at the time agreed. The Guest undertakes upon conclusion of the Contract to pay the Hotel Operator the agreed price and to compensate it for any damage the Guest causes in connection with the ordering and/or use of Services provided by the Hotel.
3. The Parties hereto are the Hotel Operator and the Guest. Should an intermediary have ordered Services from the Hotel Operator, both the intermediary and the Guest shall be jointly and severally obliged to fulfill their obligations to the Hotel Operator for the Services it has rendered, unless otherwise agreed in writing.
4. A written framework contract may be concluded either for Orders from a Group or regularly recurring Orders, provided that the agreements negotiated therein take precedence over the provisions of these Terms, without prejudice to the force and effect

hereof. This clause applies *mutatis mutandis* to individual Contracts.

5. The Hotel Operator's prior written consent shall be required for the subletting of vacant rooms or the use thereof for any purpose other than accommodation, or for any purposes other than what is stipulated in the Contract.

Clause 6 of the old Terms is omitted because such claims result directly from the Civil Code and it serves no useful purpose to include it herein.

Art. IV Accommodation Services - Individual Guests

1. The Hotel Operator shall make the reserved rooms available to the Guest from 2:00 pm on the agreed day of arrival, in a condition suitable for proper use and to ensure the undisturbed exercise of his or her rights associated with accommodation therein. The Guest shall always present upon arrival at the Hotel a valid identity document meeting the requirements of Act 253/1998 on declaration of residency by citizens of the Slovak Republic and the register of residents of the Slovak Republic, as amended.
2. The Guest is entitled to receive a reserved room and lodging prior to the specified date of accommodation only if the Hotel Operator has expressly agreed thereto and written or emailed to the Guest a confirmed acceptance of his or her request.
3. Whereas the Hotel Operator is obliged to provide the Guest with the type of room he or she has ordered, notwithstanding the Guest shall not be entitled to lodging in a specific room unless the Hotel Operator has agreed thereto beforehand.
4. The Guest shall vacate and check out of the room by 11:00 am of the stipulated departure date, unless otherwise agreed beforehand. If the Guest vacates the room after this time, the Hotel Operator will be entitled to charge him or her 50% of the rate set for the room and may charge 100% thereof after 4:00 pm, in either case without the Guest claiming any contractual right to the Hotel's accommodation-related services.
5. Should the Guest, having confirmed the Reservation beforehand, have not checked into the Hotel by 6:00 pm at the latest, and unless a later arrival has been expressly agreed, the Hotel Operator shall be entitled to transfer the rooms the Guest has reserved to another guest.
6. Should the Guest request check-in at the Hotel prior to 6.00 am and the Hotel Operator permit it, the Guest shall be obligated to pay the rate charged for the entire previous night's accommodation. The Hotel Operator is entitled to request payment from the Guest of 50% of the rate for the previous night's accommodation if lodging is desired before 10:00 am and the room was not booked during the previous day.
7. Were the Guest seeking a guaranteed Reservation, the Hotel Operator shall be entitled to request payment from the Guest of a deposit amounting to 100% of the total price thereof. The Reservation is deemed to have been guaranteed by the Hotel Operator at the moment when the deposit has been paid (henceforth "Guaranteed Reservation").
8. Were the Guest booking a currently advertised promotional stay (see www.chateauappony.sk) or another seasonal stay, he or she would be obliged to forward billing information and wire transfer the full price thereof to the Hotel Operator's bank account within 72 hours. The voucher or invoice shall be sent through the post to the Guest's billing address, with the Reservation's status subsequently emailed to the Guest. The Reservation will be automatically cancelled should the Guest fail to pay the stipulated rate for accommodation by the agreed deadline for payment thereof.
9. The Guest shall promptly report to staff at the Hotel's reception desk any inconsistencies, discrepancies or concerns immediately upon either checking into his or her room or discovering them. The Guest is likewise required to report Damage found to the room or to furniture therein.

Should the Hotel Operator discover Damage to the room or to furniture therein after the Guest has checked out, the Guest shall be obliged to indemnify the Hotel Operator in full for such Damage, unless the Guest had brought it to the attention of staff at the hotel's reception desk beforehand.

10. The Hotel Operator shall let the Guest store precious objects or objects of high financial, social or intellectual value in a safe location (in the Hotel's safe) during the Guest's stay at the Hotel. Where the Guest fails to exercise this right, the Hotel Operator shall only be liable to the extent provided by law in the case of Damage caused thereto by loss, misuse, damage, theft, or otherwise. The right of Guests to use the safe in their rooms shall not be thereby prejudiced.
11. Stays by the Guest at the Hotel are governed by its Accommodation Rules and operating rules, either of which may be read at the Hotel's reception desk. These rules are binding upon all of the Hotel's guests.
12. Unless the Guest is a citizen of the Slovak Republic or another Member State of the European Union, he or she shall be obligated under Act 404/2011 on residence of foreign nationals, as amended, to complete and hand over to staff at the Hotel's reception desk an official form reporting the stay of a foreign national, where the Guest shall be obliged to completely and truthfully fill in all required information.

Art. V Accommodation Services - Groups

1. Unless specified otherwise in this Article, the provisions of Art. IV of the Terms shall apply *mutatis mutandis* to the accommodation of Groups.

Art. VI Events

1. To ensure and properly prepare an Event, the organizer of the Event is required to report to the Hotel Operator the final number of attendees no later than five (5) workdays before the scheduled event.
2. In the event of any changes in the scope of the Services to be provided by the Hotel Operator for reasons given by the Customer, the Hotel Operator will increase the scope according to its own options. Although the Customer has no legal claim to such an increase thereof, the Hotel Operator shall be obliged in respect of such a demand to proceed, exercising due commercial care.
3. When billing for an Event, the Hotel Operator shall recognize up to a 5% reduction in the number of attendees. Where the number of attendees is lower than what has been reported, the base figure shall remain the originally reported number of attendees less 5%.
4. Where the number of attendees is higher than what has been reported, the base figure for billing shall be the actual number of attendees. Any increase in excess of 5% shall be agreed with the Hotel Operator beforehand.
5. Where the number of attendees in an Event is more than 10% higher than what has been reported, the Hotel Operator shall be entitled to change unilaterally the confirmed room. However, the standard and technical equipping of rooms agreed beforehand shall remain unchanged.
6. Where the number of attendees in an Event is more than 10% higher than what has been reported, the Hotel Operator shall be entitled to revise and change the rates that have been agreed.
7. For events that last later than 10:00 pm, the Hotel Operator is entitled after 10:00 pm to bill a service charge, in accordance with current rates for Service, based on the Service to be rendered and/or goods to be provided, unless the agreed fees have already taken the Event lasting beyond 10:00 pm into account.

8. The Event Organizer or whoever orders the Event shall not in principle be entitled to cater the event with their own food and/or drinks unless there is a prior written agreement with the Hotel Operator. In such cases, the Hotel Operator reserves the right to charge to the Event Organizer a service fee or a corkage fee.
9. The Event Organizer or whoever orders the Event is jointly and severally obliged to pay for the consumption of food and beverages ordered by the Event's attendees beyond the agreed framework for calculating the entire cost thereof.
10. The Event Organizer or whoever orders the Event shall be required in their own name, at their own responsibility, and at their own expense to settle all obligations to performance rights organizations. The Hotel Operator is not liable for any infringement of intellectual property rights.
11. The Event Organizer or whoever orders the Event shall promptly inform the Hotel Operator if the Event is likely to disturb public order and limit or jeopardize the Hotel Operator's interests and the interests of its other guests. The Hotel Operator is entitled to take adequate measures for preventing such a situation and both the Customer and the Event Organizer are obliged to bear them.
12. Any classified advertisements appearing in media (print, electronic media and the like), other advertising and/or messages destined for the general public, in particular information about political, religious and commercial events mentioning any relationship with the Hotel which is likely to cause damage to the Hotel's good name or to ride on its reputation, shall require the Hotel Operator's prior express written consent.
13. Any procurement by the Hotel Operator of technical, electronic and/or other equipment from third parties at the request of the Event Organizer or whoever orders the Event shall always be an act in the name, by power of attorney from, and on the account of the Event Organizer or whoever orders the Event. The Hotel Operator incurs no obligations to third parties and any claims from third parties for use of its facilities shall only be exercised against the Event Organizer or whoever orders the Event and they shall be obliged to settle them.
14. The use of technical, electronic and/or electrical equipment belonging to the Event Organizer or whoever orders the Event and the use of the Hotel's electrical or other cabling shall require the Hotel Operator's prior written consent. The Hotel Operator reserves the right to charge special fees for such devices and equipment which raise costs for the supply of energy or the Hotel's operating expenses beyond normal rates. If the use of such equipment causes malfunctions or damage to technical or other equipment at the Hotel, the Event Organizer or whoever orders the Event shall be jointly and severally obliged to pay costs associated with returning such equipment to its original condition and for Damage caused. The Hotel Operator is entitled through its staff or third parties to control the costs of using such equipment and to take action to prevent or avoid such a situation, and both the Event Organizer and the Customer shall be obliged to abide by such action taken.
15. The Event Organizer or whoever orders the Event shall be liable in full for the safety and security of technical, electronic and electrical equipment provided by the Event Organizer or whoever orders the Event.
16. Any decorative materials and objects shall be removed immediately after the end of the Event by the Event Organizer or whoever orders the Event, unless otherwise agreed. Failing this duty, the Hotel Operator shall be entitled to charge rent, in accordance with current rates for Service, for the period such decorative materials and objects remain in the room. The Hotel Operator shall be likewise entitled to remove and store such objects on the account of the Event Organizer or whoever orders the Event. The Hotel Operator shall be entitled to request from the Event Organizer or whoever orders the Event a written opinion issued by the competent public authorities regarding the fulfillment of the conditions which are set out in the laws of the Slovak Republic, particularly governing fire safety, and are applicable to where the event will be held. In the interest of preventing potential Damage, it is necessary to prearrange the installation

and placement of materials and items brought to the event with the Hotel Operator.

Art. VII

Rates for Services Provided by the Hotel Operator and Payment Terms

1. The Guest shall be obligated to pay the stipulated rates for any Services which he or she will use, and the same shall apply to any Service which the Hotel Operator provides to third parties pursuant to the Guest's express requirements.
2. Unless otherwise agreed, stipulated rates which the Guest is obliged to pay for Service ordered from the Hotel Operator are shown in the Hotel's current rates. The Hotel Operator shall routinely disclose its rates on its website, at the reception desk and at all other of its operations.
3. Prices shown in the Hotel's rates are final and include value added tax (VAT), but do not include any local taxes.
4. Should the period between conclusion of the Contract and provision of the ordered Services exceed four (4) months and within that time the Hotel Operator raises rates for such Services, the Hotel Operator shall be entitled to reasonably increase the contractually agreed rates by no more than 5%.
5. The Hotel Operator may also change contractually agreed rates if the Guest subsequently changes, with the Hotel Operator's consent, the number of reserved rooms, the scope of services at the Hotel, the length of a stay and the like.
6. The Hotel Operator is entitled to request advance payment when it enters into a Contract with the Guest. The amount of advance payment and the date when it is due may be written into the Contract.
7. Unless agreed beforehand, the voucher whereby Guests are charged for the Services they order shall be a tax record, namely an invoice to be issued on the date when Guests check out of their rooms or on the date when Guests have used all the Services at the Hotel which they have ordered. Invoices shall contain all the particulars provided for by legislation in force in the Slovak Republic.
8. Invoices shall mature on the seventh (7th) calendar day subsequent to the date of issue. Where guests pay a deposit beforehand for the Services which they have ordered of at least 50% of the total calculated cost, the invoices shall mature on the fourteenth (14th) day subsequent to the date of issue. Invoices are deemed to have been paid on the date when the relevant part thereof has been credited to the Hotel Operator's account.
9. Where the Guest is in default, the Hotel Operator shall be entitled to charge interest on arrears at the statutory rate on the outstanding amount for each day begun therein. No claims to be indemnified shall be thereby prejudiced. Should the Guest in default have received a written warning thereof by the Hotel Operator, he or she shall forfeit all claims to any discounts provided in respect of ordered Services and the Hotel Operator shall be entitled to invoice the full cost thereof with no discount. In this case, the Guest shall pay to the Hotel Operator all identifiable costs incurred for rendered Services with no discount or benefit.
10. Payment may be made by credit or debit card either before or after the Services have been rendered by the Hotel, based on data supplied by the Guest and needed for payment to be made. The Guest consents to the use of his or her credit or debit card when he or she provides details thereof. When the Guest places the Order, he or she thereby expressly

grants to the Hotel Operator the right to charge to his or her credit or debit card either any differences (e.g. due to beverages consumed from the minibar) or for Damage (e.g. damage, fines and the like) found after his or her departure from the hotel. Notwithstanding, the Hotel Operator shall be obligated to write or email the Guest with information about any additional charges to the Guest's debit or credit card along with the reason for charging it.

11. Claims from the Guest against the Hotel Operator may be set off against his or her obligations only where they are not in dispute and are legally enforceable.

Art. VIII Deposit for Services

1. Unless the Guest and the Hotel Operator have concluded an express written agreement to the contrary, the Hotel Operator shall be entitled to request from the Guest advance payment for the following:
 - a) When there is a binding reservation for a specific Event, the Hotel Operator will charge a fixed deposit of €1250 + VAT.
 - b) When the number of people at the Event is less than or equal to fifty (50) people, the deposit will be 50% of the total price of ordered Services, payable no later than fourteen (14) days prior to the Event.
 - c) When the number of people at the Event is greater than fifty (50) people, the deposit will be 50% of the total price of ordered Services, payable no later than thirty (30) days prior to the Event.
2. Payment of a deposit makes the contract binding. Deposits once paid are not refundable in the event of cancellation, and are used to indemnify the Hotel (for lost profit).
3. The Hotel Operator reserves the right, in the case of failure to pay the deposit, to cancel the reservation without prior notice.

Art. IX Cancellations - Individual Guests and Groups

1. The Guest or the Customer has the right to cancel ordered Services or the Event and, in so doing, withdraw from the Contract. The cancellation has to be written or emailed to the Hotel Operator's contact and indicate whether the entire event or all Services will be cancelled or only part of the Event or some of the Services, in which case the specific Services or part of the Event have to be exactly described.
2. A cancellation fee shall be charged to indemnify the Hotel Operator, to be determined from a percentage of the deposit for the Services or Event and dependent on the elapsed time between the date when a Service or the Event is cancelled and the hitherto scheduled commencement of the Services or the Event.
3. Unless stated otherwise, cancellation fees are determined from the deposit as follows:

For Events whose reservations are binding - see Art. VIII (1), the Hotel Operator is entitled to charge the cancellation fees below:

- a) Cancellation up to six (6) months prior to scheduled commencement of Services or the Event.....50% of the deposit
- b) Cancellation up to six (3) months prior to scheduled commencement of Services or the Event.....70% of the deposit
- c) Cancellation up to thirty (30) days prior to scheduled commencement of Services or the Event.....100% of the deposit

Where Individual Guests are being accommodated, the Hotel Operator shall be entitled to charge the cancellation fees below:

- Cancellation 7-13 days prior to scheduled commencement of Services or the Event.....50% of the deposit
- Cancellation 2-6 days prior to scheduled commencement of Services or the Event.....75% of the deposit
- Cancellation one (1) day prior to scheduled commencement of Services or the Event or on the date thereof.....100% of the deposit

4. The same cancellation conditions apply to accommodation of a Group as for an Event.
5. Were there a partial cancellation of Services or Events (e.g. lower number of persons attending, shortening stay or reduced scope of services) amounting to more than 30% of the Order's total value, the cancellation fee would apply only to the difference between the original and revised price, calculated after taking the partial cancellation into account.
6. Unless the Parties agree otherwise, were there any change in the scheduling of a Guaranteed Reservation, the Hotel Operator shall be entitled to request payment of a cancellation fee, to be determined from a percentage of the set rate of Services or the cost for the Event and dependent on the elapsed time between the date when Service or the Event is canceled and the hitherto scheduled commencement of Service or the Event.
7. Any change in a Guaranteed Reservation which increases the number of rooms and/or guests, lengthens a stay or raises the scope of other required services with no change in scheduling shall not be subject to cancellation fees.
8. Where a date has been agreed between the Hotel and the Guest or Customer for withdrawal from a Contract at no charge, he or she may in this period withdraw therefrom, unless claims for payment or Damage have been exercised by the Hotel. The right of the Guest or Customer to withdraw from the Contract shall be extinguished unless they are exercised either by writing or emailing the Hotel Operator before a stipulated date.
9. If the Hotel Operator is entitled to charge a cancellation fee, it shall be required to send to the Guest a notice, enumerating the cancellation fee and the date when payment thereof is due, by the fourteenth (14th) day subsequent to when such a claim to be paid a cancellation fee arises.
10. Costs for technical equipment ordered by the Hotel Operator and necessary for the Event to be organized, in the scope of costs which the Hotel Operator has already incurred and that cannot be covered by any other use, shall be borne in full by the Guest.

11. In exceptional circumstances (e.g. illness, death and the like), the Hotel Operator may opt to waive the cancellation fee, based on evidence demonstrating serious cause for canceling the stay or Event.

Art. X

Withdrawal from the Contract by the Hotel Operator

1. The Hotel Operator is entitled to withdraw from the Contract in the following cases:
 - a) Where such a right has been agreed in writing with the Guest for reasons specified in the Contract;
 - b) Where the Guest does not insist upon the Hotel Operator fulfilling the contract;
 - c) Where the Guest is in arrears to the Hotel Operator;
 - d) Where advance payment or a deposit is stipulated for a reservation and the Guest fails to settle the obligation in time, in which case the Hotel Operator may withdraw from the contract at latest when the Guest has settled his or her obligation;
 - e) Where circumstances occur for which the Hotel Operator is not responsible (e.g. force majeure), and which render fulfillment of the contract impossible;
 - f) Where Service or an Event has been reserved due to false, misleading or inaccurate data from the Guest or other substantial factors;
 - g) Where the Hotel Operator has reasonable grounds to believe that use of the Services provided by the Hotel could be in contravention of the law, contrary to good morals or could endanger the Hotel's operation, safety or reputation.
2. Where the Guest has paid a deposit of at least 50%, the Hotel Operator shall be entitled to withdraw from a contract only in the following cases:
 - a) Where such a right has been agreed in writing with the Guest for reasons specified in the contract;
 - b) Where the Guest does not insist upon the Hotel Operator fulfilling the contract;
 - c) Where circumstances occur for which the Hotel Operator is not responsible (e.g. force majeure), and which render fulfillment of the contract impossible;
3. Were there a written agreement stipulating the right of the Guest during a specific period to withdraw from the Contract at no charge, the Hotel Operator would be entitled to withdraw therefrom during this period whenever there are contractual requests from other guests or customers for rooms they have reserved and the Guest, responding to the Hotel Operator, does not relinquish his or her right to withdraw therefrom.
4. Where the Hotel Operator is entitled to withdraw from a contract, the Guest or Customer shall not be entitled to indemnification.

Art. XI

Liability for Damage Caused in Action Brought or Deferred

1. The Hotel Operator shall be liable for its obligations arising from the Contract while exercising the care of a diligent business operator. No claims can be made by a Guest or Customer for compensation, other than specific indemnification due to Damage from manslaughter, bodily injury or damage to health, where the Hotel Operator is liable for breach of its obligations and all other damages derived from willful or grossly negligent infringement of its typical obligations under the Contract. Any breach of the Hotel Operator's duty by a legal representative or assistants shall be deemed as if the Hotel Operator had breached its duty itself.

Were there any errors or deficiencies in the Hotel Operator's services, the Hotel Operator shall strive to remedy them either with the Guest's or Customer's knowledge or upon having immediately notified him or her thereof. The Guest or Customer shall reasonably contribute toward remedying the error and reducing any Damage as much as possible.

2. The Hotel Operator shall be liable, in accordance with Section 433 et seq. of the Civil Code, for Damage caused to articles brought in or deposited. Articles brought into the rooms of the Hotel which have been reserved for lodging or for the storage thereof, or which have been conveyed to any one of the Hotel's authorized staff for such a purpose, are regarded as having been introduced therein. The Hotel Operator is not responsible for any loosely placed articles left in the Hotel's public areas.
3. The Hotel Operator is held liable under Section 434 of the Civil Code for jewelry, money and other valuables only up to the amount stipulated in Implementing Regulation 87/1995, wherein Section 1c specifies the amount of €332. The right to indemnification shall be extinguished unless the Guest asserts it within fifteen (15) days of having become aware of the Damage (second sentence of Section 436 of the Civil Code). It is assumed that the Guest became aware thereof after he or she checked out of the Hotel.
4. Providing a place for a motor vehicle to be parked at the Hotel's parking area for a fee does not constitute a contract between the Hotel Operator and the Guest regarding its safekeeping or storage. The Hotel Operator is responsible neither for loss of, or damage to, motor vehicles parked or moved within its property, nor for their accessories and contents.
5. The Hotel Operator is not responsible for accidents at leisure events of any type, unless such damage therefrom was identifiably caused for reasons where the Hotel Operator will be held vicariously liable due to its gross negligence or intent.
6. The Hotel Operator diligently operates its wake-up call service. Messages, posted consignments and guest packages are always handled with care, where the Hotel Operator will take delivery and hold the package for safekeeping upon request and for a fee to be indicated beforehand.

Art. XII Correspondence

1. All documents concerning legal relationships established between the Hotel Operator and the Guest shall be delivered as follows:
 - a) In person;
 - b) Through the post;
 - c) By a third person charged with delivering them.
2. All documents concerning any legal relationships established between the Hotel Operator and the Guest shall be delivered by registered mail to the Hotel's address and to the Guest's permanent address or registered seat. Where the commitment between the Hotel Operator and the Guest is ongoing, either of the Parties thereto shall forthwith notify the other Party of any change in the Party's registered office or permanent address, or of any other change which may have an impact on a confirmed Order placed by the Guest.

3. Where the Guest fails to accept a document at the address mentioned in the Order, and the address matches the Guest's address entered in the Business Register or another register, the document shall be deemed to have been received three (3) days after it has been returned to the sender for delivery, even if the addressee is not aware thereof. All legal effects of delivered documents shall occur in this case on the date when the document is deemed to have been received.
4. Where the Guest fails to accept a document at the address mentioned in the Order, and the address matches the Guest's address entered in the Business Register or another register, the sender shall have the document redelivered to the address of the Party entered in the Business Register or another register. The provisions contained in the third clause of this Article shall apply to all such deliveries.

Art. XIII Special Provisions

1. The Guest can bring a dog to stay with him or her, while required to mention it when booking the accommodation and before arriving at the Hotel. No dogs are allowed whose height at the withers exceeds 30 cm. The Hotel Operator will charge €20 per night for a dog to stay.
2. Smoking is permitted only in designated areas of the Hotel. In other areas of the Hotel, smoking is strictly prohibited. Should this prohibition or any provision of Act 377/2004 on protection of nonsmokers and the amendment of certain laws be violated, the Hotel Operator shall have the right to demand payment from the Guest of a contractual penalty of €100.00 for each violation.
3. Nothing of a hazardous nature (ammunition and explosives, corrosives, poisons and toxins, infectious products or radioactive materials) is allowed to be brought into the buildings of grounds of the Hotel.
4. The Hotel Operator accepts messages, posted consignments and shipments of goods destined for the Guest. Consignments from guests at the Hotel are forwarded at the Guest's request for a fee.
5. The Hotel Operator will forward anything found at the Hotel only at the Guest's request. Such articles will be stored at the Hotel for up to one (1) month. Once the aforesaid period has expired, articles of any apparent value will be forwarded to the applicable authorities.

Art. XIV Protection of Personal Data

1. The Hotel Operator processes personal data which the Guest has freely provided in the reservation form, specifically his or her full name, address, country of residence, email, and telephone number, as the processing thereof is essential for booking the accommodation services the Hotel Operator provides and/or the processing of the Guest's request for information prior to the provision by the Hotel Operator of accommodation services, and also for the Hotel Operator to fulfill obligations imposed upon it by generally binding legislation. The Hotel Operator processes personal data in accordance with Act 18/2018 on the protection of personal data and amendment of certain acts, as amended, ("Personal Data Protection Act") for the period necessary to meet the aforesaid purpose.

2. The Hotel operator declares that it processes the personal data solely for the above purposes in accordance with the Personal Data Protection Act and relevant EU legislation, employing appropriate technical, organizational and security measures.
3. The Guest's personal data may be given to the Hotel Operator's contracted service providers (another third-party recipient) if necessary to meet the purpose for collecting the data. These service providers contracted by the Hotel Operator include in particular marketing service providers and banks, where the data may only be used by them for the purpose for which the personal data have been collected.

Art. XV
Closing Provisions

1. The Terms and legal relationships hereunder shall be governed by the laws of Slovakia.
2. Should any individual provisions of the Terms become ineffective or unenforceable, the enforceability and effectiveness of the remaining provisions hereof shall not be thereby prejudiced.
3. The Guest shall confirm his or her acceptance of the Terms when the Order is placed. The Hotel Operator reserves the right to change the Terms. The obligation to have the Terms mentioned in a written notice shall have been met when they are placed in an accessible location in the Hotel's rooms and disclosed on the Hotel's website www.chateauappony.sk.
4. Exclusive jurisdiction for all disputes regarding checks and bills of exchange is the Hotel's location, where trade is conducted.

These Terms shall come into force on 7 November 2023.

Oponice, 7 November 2023

Mgr. Ivan Plačko
Hotel Director
I&P Slovakia a.s.
95614 Oponice 271