

GENERAL TERMS AND CONDITIONS

I. Introductory provisions

The purpose of these General Terms and Conditions (hereinafter referred to as "GTC") is to establish a legal framework and to regulate the rights and obligations between the company METROPOL Invest, a. s., with its registered office at Štefánikovo námestie 2, 052 01 Spišská Nová Ves, ID: 31 673 074, registered in the Commercial Register of the District Court Košice I, Section Sa, File No. 405/V (hereinafter referred to as "METROPOL Invest, a. s."), and its clients to whom it provides services in this hotel, to ensure that the client is informed about the terms and conditions of the services provided. The GTC are prepared in accordance with §273(1) of Act No. 513/1991 Coll., the Commercial Code, as later amended (hereinafter referred to as the "Commercial Code").

The GTC form an integral part of any contract and/or booking under which the hotel provides the services to the client and the client pays a fee for the services provided. Deviating agreements regarding the contract and/or the booking and any amendments thereto shall prevail over the text of the GTC. The client's terms and conditions may only be accepted if the contracting parties have expressly agreed to this in writing.

II. Definition of terms

The capitalized terms have the meanings set out in these GTC or in the contract and include both the singular and the plural forms.

Hotel means an accommodation facility with the designation METROPOL Invest, a. s., with its registered office at Štefánikovo námestie 2, 052 01 Spišská Nová Ves, ID: 31 673 074, registered in the Commercial Register of the District Court Košice I, Section Sa, File No. 405/V.

Client means a natural or legal person who enters into a contract for the provision of services with the hotel or sends a binding booking to the hotel, or on whose behalf a contract for the provision of services is entered into by the organizer, or on whose behalf the organizer sends a binding booking to the hotel.

The organizer is a natural or legal person who organizes, technically or otherwise arranges an event or group booking on behalf of the client and enters into a contractual relationship with the hotel for this purpose.

The contracting parties are the hotel and the client.

Early check-out means the early departure of the client and the termination of the stay in the hotel before the agreed departure date from the hotel.

Early check-in means the early arrival of the client at the hotel, before 14:00 on the agreed day of arrival at the hotel.

Late check-out means the late departure of the client and the end of the stay in the hotel after 12:00 p.m. on the agreed departure day from the hotel.

No show means the client's failure to check in at the hotel without cancellation of the services by the client.

Pre-authorization means the withholding of the client's funds on the client's payment card.

Service means any services provided by the hotel, but in particular accommodation, catering, conference and wellness services.

The contractual relationship between the hotel and the client for the provision of the service or services may be concluded in the form of:

bullet the conclusion of a written contract for the provision of services (hereinafter referred to as the "contract") between the hotel and the client; or

bullet confirmation of the booking by the hotel in writing or by e-mail.

Force majeure (in Latin: vis major) means an event occurring independently of the hotel's will which prevents the hotel from performing a service or services to the client, unless it is reasonably foreseeable that the hotel could have averted or overcome the event or its consequences or that the hotel could have foreseen the event at the time of the obligation to the client.

Group is usually a group of 10 (ten) persons or more (or a reservation of at least ten (10) rooms occupied by one (1) or two (2) persons) who book the hotel services together or book the hotel services on the same date.

15. Event is a social event attended by a large number of clients, i. e. usually ten (10) persons or more, and which is associated with the provision of more than one type of hotel services.

Hotel price list is the price list of the hotel rooms and other services in force at the time the contract is concluded and/or at the time the services are provided.

Accommodation Rules are a document of the hotel which regulates the conditions of accommodation in the hotel, is located at the reception of the hotel and is binding for the client of the hotel at the moment of registration for the stay in the hotel.

Complaints Procedure is a document of the hotel which regulates the conditions of complaints for services provided by the hotel, is located at the reception of the hotel, on the hotel's website (www.hotelmetropol.sk) and is binding for the hotel's client at the moment of registration for a stay in the hotel.

Booking means a binding booking of the services by the client (written, telephone, online reservation) or, in the case of events, a written order, a sample of which is attached to these GTC.

Promotional stays mean last minute, first minute, etc. stays which are marked as "promotional stays" in the hotel's offer.

21. These GTC come into force on 1 January 2018 and become binding for the hotel on the date of their publication on the hotel's website and for the client at the moment of conclusion of the contract or at the moment of sending the hotel booking.

By making a booking, the client confirms his/her acceptance of these GTC.

By making a booking, the client confirms his/her acceptance of these GTC. The hotel reserves the right to change these GTC. The obligation to prepare the GTC in writing is fulfilled by placing them on the hotel's website (www.hotelmetropol.sk).

III. Services

By concluding the contract, the hotel undertakes to provide the client with the services in the agreed scope, in particular in the scope and quality specified in the contract, while the client is obliged to pay the hotel the agreed price for the services, as well as to compensate for any damage caused in connection with the use of these services.

The hotel provides accommodation services under the following conditions:

bullet The hotel is obliged, under the contract, to give the client temporary use of the booked room type from 14:00 on the agreed day of the client's arrival at the facility;

bullet The client is entitled to early check-in only if he/she has expressly agreed it with the hotel when concluding the contract;

bullet The client is not entitled to the use of a specific room in the hotel unless specifically agreed with the hotel;

bullet The client is obliged to vacate and leave the room on the agreed departure day no later than 11:00 a.m. of the agreed departure day from the accommodation in the hotel, unless otherwise agreed in advance between the contracting parties;

bullet in case of early check-in before 07:00 a.m. the client is obliged to pay the hotel the price of accommodation for the whole previous night;

bullet if the client has not checked in at the hotel by 24:00 on the agreed day of arrival at the hotel, the hotel is entitled to transfer the booked room to another client, unless otherwise agreed between the contracting parties and the failure to check in at the hotel is understood as the so-called no show;

bullet The client is obliged to inspect the handed over room immediately after it is handed over to the hotel staff for temporary use and to report any possible shortcomings, discrepancies or reservations immediately after their discovery to the hotel reception. He/she is also obliged to do the same if he/she finds any damage to the room or its inventory. In the event that the hotel finds damage to the room or its inventory after the end of the client's accommodation without the client notifying the hotel's reception of these facts, the client is obliged to compensate the hotel for the damage to the room or its inventory in full;

bullet The client agrees to observe the Accommodation Rules of the hotel.

The hotel is not liable for failure to perform the service or services ordered by the customer due to force majeure.

IV. Service prices and payment terms

The client is obliged to pay the hotel the agreed price for the service provided; this also applies to the service provided by the hotel on the basis of an explicit request of the client to third parties.

If the price of the service has not been agreed between the contracting parties in the contract, the client is obliged to pay for the service the price indicated in the price list of the hotel for individual services, which is valid at the time of provision of the service.

The prices for the services set out in the price list of the hotel are final and include value added tax, but do not include local taxes, which shall be paid by the client at the final billing for the services.

The hotel may change the price of the services compared to the price list of the hotel if the client additionally changes the number of booked rooms, the scope of the services, the duration of the accommodation or other conditions with the consent of the hotel.

The hotel is entitled to require the client to pay in advance when concluding the contract.

Unless the contracting parties agree otherwise in advance, the basis for the billing of the services booked and used by the client is a tax document in the form of a hotel bill or invoice, which will be supplemented in the case of payment by card or cash by the bill from the cash register.

The invoice must contain all the elements stipulated by the applicable legal regulations of the Slovak Republic. The due date of the invoice may be 14 (fourteen) days from the date of its issue, if it has not been paid by card or in cash; in the case of a bank transfer, the is deemed to have been paid on the date on which the hotel has been able to dispose of the amount paid, i. e. on the date on which the

relevant amount is credited to the hotel's account specified in the invoice.

Payment by card can be made both before and after the client has used the service, based on the data provided by the client necessary for the payment. By providing data for payment by card, the client agrees to its use.

The hotel is entitled to require a security deposit – client's funds in the amount of 50 EUR (fifty euros) in the form of pre-authorization of the client's payment card. The hotel is entitled to charge the security deposit of the client for its claims against the client, which will be established during the client's use of the services at the hotel, or at/after the client's departure from the hotel.

In the event of the hotel's claim against the client in an amount exceeding 50 EUR (fifty euros), the hotel issues an invoice for the payment of the claim, in which the amount of the security deposit of 50 EUR (fifty euros) is deducted, and the remaining balance is due within 14 (fourteen) days. If the invoice is not duly and timely paid in this manner, the hotel recovers the amount in excess of the retained security from the client in accordance with the relevant legal regulations.

In the event of the hotel's claim against the client in an amount lower than 50 EUR (fifty euros), the hotel must return the remaining amount of the security deposit to the client by releasing the remaining part of the withheld security deposit after the settlement, with the hotel handing over the settlement document to the client at the termination of the provision of the services or sending it to the address (correspondence or e-mail) provided by the client in the registration form.

12. In the absence of a claim by the hotel against the client, the hotel must return the security deposit to the client by releasing the retained security deposit after the termination of the provision of the services.

The hotel is obliged to inform the client of any additional use of the security deposit to settle its claims against the client and of the reasons for such additional settlement after the client's departure from the hotel.

In the event of delay in payment by the client for the service provided, the hotel is entitled to charge the client a statutory interest on late payment in accordance with the applicable legal regulations of the Slovak Republic.

V. Other provisions

The scope of the services provided by the hotel in connection with the event is set out in the contract and/or the booking. If the services have been agreed by the contracting parties but not specified precisely and/or clearly enough, the hotel is entitled to provide the services to the client (organizer) as determined by the hotel within the agreed total price calculation.

The hotel is obliged to provide the agreed services properly, on time and in the usual quality for the number of participants of the event according to the terms and conditions agreed in the contract and/or the booking by the client. The quality of the services provided is dependent on the cooperation of the organizer, consisting primarily in compliance with the agreed material and time schedule of the event.

To ensure and properly prepare for the event, the client is obliged to notify the hotel of the final number of participants in the event no later than 14 (fourteen) working days before the event.

If the number of participants in the event deviates by more than 5%, the hotel is entitled to change the price for services or to change the confirmed rooms. However, the pre-agreed standard and technical equipment of the rooms must be maintained.

The client has no legal right to increase the scope of the agreed services. In the event of a request from the client to increase the scope of the agreed services, the hotel will provide the client with an increase

in the scope of services according to its decision after evaluating the capacity of the hotel.

For events lasting longer than 22:00, the hotel is entitled to charge the client a service fee from 22:00 onwards based on the services or goods provided, unless the agreed remuneration already takes into account the duration longer than 22:00.

As a matter of principle, the client is not entitled to bring meals and drinks to the events. Exceptions require prior written agreement with the hotel. In such cases, the hotel is entitled to require the client to pay an additional service charge.

The client is responsible for the payment of any additional meals and drinks ordered by the participants of their event.

During the event, the client must not infringe the copyrights of third parties, in particular, the client is obliged to fulfil all obligations under the legal regulations governing the use of copyright works valid and effective in the Slovak Republic towards copyright protection organizations and other third parties who hold the relevant copyrights. The client is fully liable for any infringement of intellectual property rights.

The client is to pay for the services booked by the event participants in excess of the agreed booking and total price calculation for the services.

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The client is obliged to inform the hotel at least 45 (forty-five) days prior to the event if the event is likely to provoke public interest, disturb public order, restrict or threaten the interests of the hotel and other clients of the hotel. The hotel is entitled to take adequate measures to prevent such a situation and the client as well as the participants of the event are obliged to bear them.

Insofar as the hotel procures technical and other equipment for the client from third parties on the basis of the client's request, it always does so in the name and on behalf of the client. The hotel does not thereby incur any obligations towards third parties and claims of third parties from the use of this facility are claims only against the client.

The use of the client's own electrical, electronic, technical equipment or the participants of the event's use of the hotel's electrical network beyond the usual level requires the prior written consent of the hotel. The hotel reserves the right to charge separately for the use of such devices and equipment which increase the cost of energy supply or the operating costs of the hotel beyond the normal rate. The client is obliged to ensure the compatibility of its own electrical, electronic, technical equipment with the electrical and other equipment of the hotel, fire regulations and to operate them in accordance with these regulations.

The client is fully responsible for any malfunctions or damages to the technical equipment of the hotel caused by the use of the equipment and is obliged to pay the costs associated with restoring it to its original condition. The hotel is entitled to inspect such facilities through its employees or third parties and to take measures to prevent or avoid the occurrence of such a condition and the client as well as the participants of the event are obliged to tolerate such inspection and measures.

The client is responsible for the safety of the technical, electronic or electrical equipment used.

Any decorative material or other item brought into the hotel must comply with the fire regulations and be used and operated in accordance with them. To prevent possible damage, the bringing of any objects into the hotel, as well as their installation and placement, is subject to the prior consent of the hotel.

The exhibits and other items brought in must be removed immediately after the event. If the client fails to arrange for their removal and leaves the items at the hotel premises, the hotel is entitled to charge the

client rent for the event room until such time as the items are removed. The hotel is also entitled to remove and store these items at the client's expense without entering into a storage contract or storing the item.

The client is obliged to use the leased premises of the hotel to the extent appropriate to their nature, in a reasonable and proper manner, not in excess of the usual rate and in accordance with the purpose of the lease, and to hand them over to the hotel in the condition in which he/she took them over, taking into account the usual wear and tear. In the event that damage to the premises is detected after the event, for which the client has paid in advance, or did not notify when taking over the premises, it is considered that the damage occurred during the client's event, and therefore the client is responsible for this damage.

The client undertakes to observe and fulfill all obligations arising from regulations on health and safety at work, property protection and fire protection, especially from Act No. 124/2006 Z. z. on safety and health protection at work and on the amendment and supplementation of certain laws, as amended, from Act No. 314/2001 Z. z. Coll. on fire protection, as amended, and Decree of the Ministry of the Interior of the Slovak Republic No. 121/2002 Z. z. Coll. on fire prevention, as amended.

The client undertakes to observe and comply with all obligations arising from the environmental protection regulations at the event venue as well as at the hotel premises.

The client is not entitled to make any changes to the hotel premises without the prior written consent of the hotel.

The client is fully responsible for any damage and breakage of the hotel's internal equipment.

The client is obliged to protect the rented premises of the hotel, the hotel and the property located therein from damage or destruction. In the event of imminent damage, the client undertakes to act to avert it in a manner appropriate to the circumstances of the threat.

The client is entitled to display signs and boards at the premises of the hotel indicating logos, names and type of activities related to the event or its person only with the prior written consent of the hotel. The content, design and condition of these signs and boards must not give the public an unfavorable impression, must not infringe the copyright of third parties and must comply with the legal regulations in force and effective in the territory of the Slovak Republic. The client is obliged to remove these signs and boards, as well as the soiling of the areas after them, immediately after the end of the event or before leaving the hotel.

If the client leaves the hotel premises dirty or leaves imported waste (boxes, bags, decorations, etc.), he/she is obliged to pay the hotel a fee of at least 50 EUR (fifty euros) for cleaning each used space, or according to the extent of soiling.

The hotel is not liable for injuries to the clients arising out of leisure programs of any kind, except where the damage is caused by the hotel's gross negligence or wilful misconduct.

VI. Deposit for event services

Unless there is a specific written agreement between the contracting parties on the amount of the advance payment for the event services, the hotel is entitled to require the client to pay an advance payment in the amount of up to 100% (one hundred percent) of the amount of the calculation on the basis of an advance invoice issued by the hotel after confirmation of the binding calculation. The advance invoice is due within 14 (fourteen) days from the date of issue.

The deposit paid is not refunded in the event of cancellation of the event services and will be applied as a cancellation fee in accordance with the cancellation terms set out in these GTC. If the deposit paid is

higher than the specified cancellation fee, the excess will be refunded to the client.

In the event that the deposit is not paid properly and on time, the hotel reserves the right to cancel the event booking without prior notice.

VII. Cancellation conditions and withdrawal of the client from the contract

The client is entitled to withdraw from the contract at any time subject to the application of the cancellation conditions. The withdrawal from the contract cancels the booked services.

In the event of cancellation of the contract by the client or in the event of non-appearance on the day agreed as the date of arrival, the client is obliged to pay the relevant cancellation fee, unless otherwise agreed in advance:

- bullet cancellation 21 days or more before the date of arrival – no cancellation fee;
- bullet cancellation 20-14 days before the day of arrival – cancellation fee of 30% of the value of the stay;
- bullet cancellation 13-7 days before the day of arrival – cancellation fee of 50% of the value of the stay;
- bullet cancellation 6 and less the day of arrival – cancellation fee of 100% of the value of the stay.

VIII. Withdrawal from the contract by the hotel

The hotel is entitled to withdraw from the contract if:

- bullet the client does not insist on performance by the hotel
- bullet the client does not insist on performance by the hotel,
- bullet the client has outstanding debts to the hotel,
- bullet the payment in advance or prepayment was agreed in the booking and the client has not fulfilled his/her obligation in time, whereby the hotel may withdraw from the contract at the latest until the client has fulfilled this obligation,
- bullet such circumstances have occurred for which the hotel is not responsible (e.g., force majeure) which make the fulfilment of the contract impossible,
- bullet the services have been booked with false, misleading or incorrect client details or other material facts,
- bullet the hotel has reasonable grounds to believe that the use of its services could jeopardize the orderly operation, safety or public esteem of the hotel, or
- bullet the Client breaches and/or violates the provisions of these GTC and/or the Accommodation Rules.

IX. Liability for damage

The hotel is liable for damage caused to items brought in or deposited by or for the clients, unless the damage is caused otherwise. The items brought into the hotel premises that have been booked for accommodation or storage of belongings, or that have been handed over to a member of the hotel staff for this purpose, are brought in.

The hotel is liable for the total damage to property, including jewellery, money and other valuables, only up to the amount provided for in the implementing regulation to Act No. 40/1964 Coll., the Civil Code, as amended. Without limitation, damage to items is reimbursed if they have been taken into special storage by the hotel. The right to compensation must be exercised by the client at the hotel without undue delay after the damage has been found, but this right is extinguished if it has not been exercised no later than on the 15th (fifteenth) day after the day on which the injured client became aware of the

damage.

3. Providing a place to park the vehicle in the hotel's garage or parking lot does not create a contract of storage between the hotel and the client, therefore the hotel is not liable for theft or damage to motor vehicles and/or their accessories.

X. Others

The client is only allowed to accommodate animals in the hotel with the prior consent of the hotel. If pets are allowed, they must not be brought into the hotel premises with meals and drinks.

Found items are sent back on only at the client's request. They are stored in the hotel for six months. At the end of this period, the items of obvious value are handed over to the competent public authority, while the hotel is authorized to dispose of the rest.

XI. Final provisions

These GTC and the legal relations arising from them are governed by Slovak law.

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The resolution of client complaints in relation to the services provided by the hotel is regulated by the Complaints Procedure of the hotel. If the client – consumer is not satisfied with the manner in which the hotel has handled his/her complaint or believes that the hotel has violated his/her rights, the client has the right to contact the hotel as a seller with a request for redress.

If the hotel responds negatively to the client's request in accordance with the previous sentence or does not respond to such a request within 30 (thirty) days from the date of its sending by the client, the client has the right to submit a proposal for the initiation of alternative dispute resolution to the entity of alternative dispute resolution in accordance with §12 of Act No. 391/2015 coll. on alternative resolution of consumer disputes and on amendments to certain laws.

The competent entity for alternative dispute resolution of consumer disputes with the hotel as a seller is:

Slovak Trade Inspection, which can be contacted for the above-mentioned purpose at the Central Inspectorate of STI, Department for International Relations and Alternative Solutions, Prievozská 32, mailbox 29, 827 99 Bratislava, or electronically at ars@soi.sk, or adr@soi.sk, or

another competent authorized legal entity registered in the list of alternative dispute resolution entities maintained by the Ministry of Economy of the Slovak Republic (the list of authorized entities is available on <https://www.mhsr.sk/obchod/ochrana-spotrebiteľa/alternatívne-riesenie-spotrebiteľských-sporov-1/znam-subjektov-alternatívneho-riesenia-spotrebiteľských-sporov-1>), while the client has the right to choose which of the above-mentioned alternative dispute resolution entities to address.

The client can use the online platform for alternative dispute resolution available on https://europa.eu/youreurope/business/dealing-with-customers/solving-disputes/online-dispute-resolution/index_sk.htm to submit a proposal for alternative resolution of his/her consumer dispute.

For more information on alternative dispute resolution, please visit the website of the Slovak Trade Inspection: <https://www.soi.sk/sk/Alternativne-riesenie-spotrebiteľských-sporov.soi>.

To the extent that individual provisions of these GTC are or become ineffective or invalid, the validity or effectiveness of the remaining provisions of these GTC shall not be affected.

Unless otherwise specified between the contracting parties and/or in these GTC, in the case of mutual written correspondence, it shall be delivered to the contracting parties in person, by registered letter with

acknowledgement of receipt or by courier, or by any other agreed form to the address specified in the contract, in the booking or to any other notified address. In the event of unsuccessful delivery, including refusal, the date of return of the shipment to the sender is deemed to be the date of proper delivery.

The client agrees not to infringe the intellectual property rights of the hotel and/or third parties when using the service or the services of the hotel. The hotel is not liable for any infringement of third party intellectual property rights by the client. The client is obliged to compensate for any damage caused to the hotel or third parties in connection with the infringement of intellectual property rights. Personal data provided in the process of booking the services by the client or in the process of using the services or in connection with the use of the services are processed in accordance with the relevant legislation on the protection of personal data, in particular Regulation (EU) No. 2016/679 of the European Parliament and of the Council on the protection of natural persons with regard to the processing of personal data and on the free movement of such data and Act No. Coll. on the protection of personal data. The personal data provided are processed in the information system called Ellipse – a hotel system for the purposes of booking the services, drawing up the contract, use of the services and their billing. Further details on the processing of personal data are provided on the website (www.hotemetropol.sk).

10. Personal data are only provided or disclosed in accordance with the GDPR to recipients, third parties and intermediaries (who provide the hotel with the administration, operation or servicing of individual systems for the provision of the services).