

General Terms and Conditions and Cancellation Policy

HOTELY Plus a.s., Bulharská 72, 821 04 Bratislava – Ružinov District

Article I

Introductory Provisions, Purpose and Scope

1. The purpose of these General Terms and Conditions (referred to as the “GTC”) is to establish the legal framework governing the relationship between the service provider at Hotel Plus, Bulharská 72, 821 04 Bratislava – Ružinov District, and the customer ordering such services, in order to ensure that the customer is duly informed about the conditions of service provision.
2. These General Terms and Conditions form an integral part of every service agreement (referred to as the “Agreement”), under which the provider undertakes to deliver the agreed services and the customer undertakes to pay the agreed price for such services.
3. The legal relationship between the provider and the customer arising from the Agreement shall be governed by the relevant provisions of the Commercial Code and other generally binding legal regulations of the Slovak Republic.
4. It shall be presumed that the Customer has become acquainted with these General Terms and Conditions unless the Customer proves that access to them was prevented due to the fault of the provider.
5. These General Terms and Conditions shall become binding for the service provider of Hotel Plus on the date of their publication and for the customer at the moment of ordering the service.

Article II

Definitions

1. The “Provider” shall mean HOTELY Plus a.s., Bulharská 72, 821 04 Bratislava – Ružinov District, Company ID No.: 35749105, a company registered in the Commercial Register of the Municipal Court Bratislava III, Section Sa, Insert No. 1791/B.
2. The “Client” shall mean any natural or legal person who concludes an Agreement for the provision of services at Hotel Plus with the Provider.
3. The “Hotel” shall mean Hotel Plus, Bulharská 72, 821 04 Bratislava – Ružinov District, operated by the Provider.

4. "Service" shall mean any activity performed by the Provider in accordance with its business activity, in particular accommodation, catering and congress services provided at the Hotel.
5. A "Group" shall generally mean 21 or more persons who reserve accommodation or services at the Hotel for the same arrival and departure dates.
6. An "Event" shall mean a social event attended by a larger number of persons and connected with the provision of several types of services by the Provider at the Hotel. Unless otherwise agreed, the party ordering the Event shall also be deemed its organizer.
7. The "Moment of Payment" shall mean the time when the entitled party acquires the right to dispose of the financial means, i.e. the day the funds are credited to the bank account, received in cash at the cashier's desk, etc.
8. "Damage" shall mean actual damage and loss of profit. Damage shall be compensated in monetary form; however, if the entitled party so requests and if possible, the damage shall be remedied by restoration to the previous condition.

Article III

Conclusion of the Agreement and Limitation Periods

1. The conclusion of the Agreement shall mean, in particular, the Service Agreement (contract) concluded between the Client as the ordering party and the Provider on the basis of the Client's request (referred to as the "Order"). The Client may place an order for services in person, by telephone, in writing, by fax, via the internet, or by completing the reservation form on the Hotel's website. The Agreement is concluded upon confirmation of the order by the Provider. The order must be bindingly confirmed in writing, by fax or via the internet and must contain: the Client's full name, company name with exact address and company identification details, dates of commencement and termination of the services, description of the ordered services, method of payment; in the case of payment by invoice, invoicing details; in the case of payment by credit card, details of a valid credit card as a guarantee of payment.
2. By concluding the Agreement, the Provider undertakes to provide the Client with services in the agreed scope and quality. At the same time, the Provider becomes entitled to payment of the agreed price for the services provided in accordance with the Agreement and the GTC.
3. In the case of group bookings or recurring bookings, the contracting parties may conclude a written framework agreement for the provision of services. If the

Provider and the Client conclude a written agreement and in the event of any discrepancy between the agreement (or part thereof) and the GTC, the provisions of the agreement shall prevail. However, the validity of the GTC shall remain unaffected.

4. The Agreement may also be concluded through an intermediary. The intermediary shall be the liable party towards the Provider unless the Provider gives written consent to a change in the liable party.
5. All claims against the Provider arising from the Agreement shall become time-barred after three years from the commencement of the limitation period. Claims for damages shall become time-barred after two years from the date on which the injured party becomes aware of the damage and of the person liable for it. The right to compensation for damage shall become time-barred no later than three years from the date on which the event giving rise to the damage occurred; in the case of damage caused intentionally, the limitation period shall be ten years. This shall not apply to damage to health.

Article IV

Accommodation Services – Individual Clients

1. The Provider is obliged to have the ordered or reserved rooms ready for the Client from 2:00 p.m. on the agreed day of arrival. The Client shall be entitled to earlier preparation of the reserved room only if the Provider expressly agreed to this when concluding the Agreement/order.
2. The Client is obliged to vacate and hand over the room to the Provider no later than 10:00 a.m. on the agreed day of departure, unless agreed otherwise in advance. If the Client fails to vacate the room by 10:00 a.m. on the agreed departure date or at the otherwise agreed time, the Provider shall be entitled to charge the accommodation price for the entire following day, i.e. 100% of the accommodation price. No contractual claims shall arise for the Client in this respect. The occurrence of damage to the Provider shall not be required. The room shall be deemed handed over upon return of the room keys to an authorized employee at the Hotel reception.
3. The Provider is obliged to allow the Client to store valuables or items of significant financial, social or intellectual value in a safe place in the Hotel safe. If the Client does not exercise this right, the Provider shall be liable for any damage caused by loss, misuse, damage, theft or otherwise in accordance with Section 433 et seq. of the Civil Code.

4. The Client's stay at the Hotel shall be governed by the Hotel's internal regulations. These regulations are binding for hotel guests – Clients, are accessible to Clients, and the Client is obliged to familiarize themselves with them without delay.
5. Upon taking over the room, the Client is obliged to properly inspect it and immediately report any deficiencies, discrepancies or reservations to the authorized Hotel staff. The same procedure shall apply if the Client discovers any damage to the room or its inventory.
6. If the Provider discovers damage to the room or its inventory after the room has been handed over by the Client, the Client shall be obliged to compensate for the damage incurred.
7. The Client is obliged to cancel the accommodation reservation at the Hotel immediately after discovering that the accommodation will not be used.
8. Reserved rooms that the Client has not occupied by 6:00 p.m. on the day of arrival may be assigned by the Provider to another guest. This shall not apply if a later arrival has been expressly agreed.

Article V

Accommodation Services – Groups

1. Unless otherwise provided in this Article, the accommodation conditions defined in Article IV – Accommodation Services – Individual Clients shall apply to groups.
2. If the Client requests a guaranteed reservation, the Provider may require a deposit of at least 50% of the total price of the reserved accommodation. The accommodation reservation shall be confirmed at the moment the agreed deposit is paid.

Article VI

Events

1. In the event of a change in the scope of services due to reasons on the part of the Client, the Provider shall recognize, when invoicing the services provided, a reduction of the previously agreed contractual price of no more than 10%. The Client's obligation to pay for any services ordered beyond the originally agreed amount shall remain unaffected.

2. In the event of a change in the scope of services due to reasons on the part of the Client, the Provider may increase the scope of services subject to its operational capacity. The Client shall not have a legal entitlement to such increase; however, the Provider shall consider such request with due professional care.
3. In the event of a deviation in the number of Event participants by more than 5%, the Provider shall be entitled to unilaterally determine and adjust the price for services and, if necessary, change the confirmed premises. The previously agreed standard and technical equipment of the Hotel premises must, however, be maintained.
4. For Events lasting beyond 10:00 p.m., the Provider may charge a surcharge from 10:00 p.m. onwards in accordance with the valid price list, based on the services or goods provided, provided that the agreed remuneration does not already take into account a duration beyond 10:00 p.m.
5. The Event organizer and the Client are generally not permitted to bring food or beverages to Events. Exceptions require prior written consent of the Provider. In such cases, the Provider shall be entitled to charge a service fee in accordance with the valid price list.
6. The Event organizer and the Client shall be liable for payment of any additional services and goods ordered by Event participants.
7. The Event organizer / Client shall be responsible for settling any obligations towards copyright protection organizations. The Provider shall not be liable for any damage or sanctions resulting from a breach of intellectual property rights.
8. The Event organizer is obliged to inform the Provider without delay if the Event is capable of disturbing public order or restricting or endangering the interests of the Provider or other Clients. The Provider shall be entitled to take measures to prevent such a situation, and the Client shall be obliged to comply with such measures.
9. Advertisements in print and electronic media, promotional materials and announcements intended for the general public, in particular information concerning political, religious or commercial events referring to the Provider or the Hotel and capable of damaging the good reputation of the Provider or the Hotel, or taking unfair advantage of its reputation, shall require prior written consent of the Provider.
10. If the Provider, at the request of the Event organizer, procures technical or other equipment from third parties, it shall act in the name and on behalf of the Event organizer under a power of attorney. The Event organizer shall indemnify the

Provider against all third-party claims arising from the provision of such technical or other equipment.

11. The use of the Event organizer's own electrical equipment in connection with the Hotel's electrical or other cable distribution systems shall require the Provider's consent. The Provider reserves the right to charge separately for machines and equipment that increase utility or operating costs beyond the usual level. If the use of such equipment results in malfunctions or damage to the Hotel's technical facilities, the Event organizer shall be obliged to reimburse the costs of restoring them to their original condition. The Provider reserves the right, through its employees or third parties, to inspect such equipment and take measures to prevent damage, and the Client shall be obliged to comply with such measures.
12. Decorative materials and items brought onto the premises must comply with applicable legal regulations (hygiene, fire safety, technical regulations, etc.). For this purpose, the Provider shall be entitled to request opinions from the competent public authorities or require the Client to meet these conditions. In order to prevent possible damage, the Event organizer or Client shall agree in advance with the Provider on the installation and placement of any materials and items brought onto the premises.

Article VII

Prices for Services

1. The Client is obliged to pay the agreed price for the services used. This shall also apply to services and expenses incurred by the Provider towards third parties for reasons attributable to the Client.
2. Unless otherwise agreed in the Agreement/order, the agreed price payable by the Client for the Provider's services shall be based on the Provider's valid price list. The Provider is obliged to publish the price list in the customary manner, in particular on the website www.hotelyplus.sk and at the Hotel reception.
3. The agreed prices are final and include value added tax (VAT). If the period between the conclusion of the Agreement and the provision of services exceeds three months and the Provider generally increases the prices charged for such services, the Provider may increase the contractually agreed price accordingly, but by no more than 5%.
4. The place of performance shall be the address of the Hotel. The place of payment shall be the address of the Hotel or the Provider's bank account.

5. Upon conclusion of the Agreement/order, the Provider is entitled to request a reasonable advance payment (deposit) towards the price of the services to be provided. The provisions of the following Articles shall apply mutatis mutandis to advance payments.
6. The settlement of ordered and provided services to the Client shall be made by means of a tax document – an invoice, issued no earlier than on the date of taxable supply. This date shall be deemed to be the day of the Client's departure from the Hotel premises or the day on which the Client has received all ordered services from the Provider. The invoice must contain all legally required particulars in accordance with generally binding legal regulations. In case of doubt, the due date shall be deemed to commence on the third day following the day the invoice was handed over to the postal service for delivery to the Client.
7. The invoice shall be due no later than 14 days from the date of taxable supply. If the Client has paid an advance payment of at least 50% of the total calculated price of the services, the invoice shall also be due within 14 days from the date of taxable supply. The obligation shall be deemed fulfilled upon crediting the relevant amount to the Provider's bank account.
8. In the event that the Client is in default with payment of the outstanding amount, the Provider shall be entitled to charge default interest of 0.05% of the outstanding amount for each day of delay. Claims for damages shall remain unaffected. If the Client is in default with payment, the Client shall lose entitlement to any granted discounts and the Provider shall be entitled to invoice the standard price without applying any discounts.

Article VIII

Withdrawal, Cancellation of Agreement/Order by the Client

1. For any cancellation of an order by the Client or withdrawal from an accommodation agreement, whether partial or total, the Hotel shall charge a penalty, i.e. a cancellation fee, which shall be treated as a contractual penalty. Cancellation or withdrawal must be submitted or sent to the Hotel in writing, must be clear, comprehensible, dated, and must be confirmed by the Hotel.
2. In the case of cancellation of the entire order or more than 50% of the number of rooms (groups of more than 21 persons), the Hotel shall charge the following cancellation fees:
 - a. 31 – 21 days before arrival – 30% of the total price of the cancelled accommodation services
 - b. 20 – 14 days before arrival – 50% of the total price of the cancelled

accommodation services

c. 13 – 7 days before arrival – 70% of the total price of the cancelled accommodation services

d. 6 – 0 days before arrival – 100% of the total price of the cancelled accommodation services

3. In the case of cancellation by individual guests, the Hotel shall charge the following cancellation fees:
 - e. Cancellation more than 1 day before arrival – no cancellation fee
 - f. Cancellation on the day of arrival – 100% of the total accommodation amount
4. In the case of cancellation of conference premises rental, the Hotel shall charge the following cancellation fees:
 - g. Cancellation more than 1 day before the rental – no cancellation fee
 - h. Cancellation on the day of the rental – 100% of the total order amount
5. Any advance payment made for ordered services shall be non-refundable.
6. No cancellation fee shall be charged if the partial or complete non-utilization of services occurs due to force majeure, provided that this is duly proven by the Client to the Hotel's sales department.
7. By confirming the order, the Client agrees to the cancellation conditions.
8. In the event of dissatisfaction and a subsequent claim by the Client for a refund of amounts paid for services already used, the Client shall have the right to submit an official written request stating the reasons, which must be sent to the Provider's address. The Client shall be informed of the outcome of the review within 30 calendar days from the date of delivery of the request to the Provider.

Article IX

Withdrawal from the Agreement/Order by the Provider

1. The Provider shall be entitled to withdraw from the Agreement/order only if:
 - a. such right has been agreed in writing with the Client and for the reasons specified in the Agreement/order;
 - b. the Client does not insist on performance by the Provider;
 - c. the Client has outstanding obligations towards the Provider past their due date;
 - d. an advance payment was agreed upon at the time of reservation and the Client has failed to fulfil this obligation properly and on time; however, the Provider may withdraw from the Agreement/order no later than the moment the Client fulfils such obligation;

- e. force majeure or other circumstances beyond the Provider's control render the performance of the Agreement/order impossible;
 - f. rooms were reserved on the basis of misleading or incorrect information provided by the Client (e.g., regarding the identity of the Client or the purpose of the reservation), and the Provider has reasonable grounds to believe that the use of services could endanger the Hotel's operations, security, or reputation, or that of other Clients.
2. If the Client has paid an agreed advance payment of at least 50% of the price of the agreed services, the Provider may withdraw from the Agreement/order only if:
 - a. such right has been agreed in writing with the Client and for the reasons specified in the Agreement;
 - b. the Client does not insist on performance by the Provider;
 - c. force majeure or other circumstances beyond the Provider's control render performance of the Agreement impossible.
 3. In the event of justified withdrawal from the Agreement/order by the Provider, the Client shall not be entitled to compensation for damages.

Article X

Liability and Damages

1. The Provider shall perform its obligations arising from the Agreement with due professional care.
2. The Client's claims for damages shall be admissible only in the event of personal injury where the Provider is liable for breach of its obligations, and in cases of damage resulting from intentional or grossly negligent breach of the Provider's contractual or statutory obligations. The Client is obliged to reasonably cooperate in remedying defects and minimizing potential damage.
3. The Provider shall be liable for damage to items brought in or deposited in accordance with Section 433 et seq. of the Civil Code, i.e., items brought by accommodated Clients or for them, unless the damage occurred otherwise. Items shall be deemed brought in if they were placed in areas designated for accommodation or storage of items, or if they were handed over for this purpose to an employee of the Provider. The Provider shall be liable for jewelry, money, and other valuables only up to the amount stipulated by a specific legal regulation. The right to compensation shall lapse if it is not exercised no later than the fifteenth day after the day on which the injured party became aware of the damage.

4. If the Client is provided with a parking space on the Hotel's parking lot, even for a fee, no custody agreement shall arise. The Provider shall not be liable for loss of or damage to motor vehicles parked or moved on the Hotel premises, nor for their contents.
5. Wake-up services for Clients shall be carried out by the Provider with the utmost care. Messages, postal mail, and goods deliveries for Clients shall always be handled with due care.
6. The Provider shall not be liable for injuries to Clients occurring during events, programs, or activities of any kind.

Article XI

Miscellaneous

1. Animals may be brought into the Hotel only with the prior consent of the Provider. A fee for the animal shall be charged to the Client in accordance with the valid price list.
2. Lost and found items shall be forwarded only upon the Client's request and at the Client's expense. They shall be stored at the Hotel for six months. After this period, items of apparent value shall be handed over to the competent public authority.

Article XII

Personal Data Protection

Information for data subjects regarding the processing of personal data pursuant to Regulation (EU) No. 2016/679 (hereinafter referred to as "GDPR"), Article 13 et seq.

1. Personal Data Information System: Accounting Documents (including the provision of accommodation services and rental of residential and non-residential premises).

Controller: HOTELY Plus a.s., Bulharská 72, 821 04 Bratislava, Company ID No.: 35749105.

Joint Controller: None.

Controller's Representative: Not appointed (required if the controller is not established in the EU).

Data Protection Officer: Not appointed.

The data subject may contact the controller regarding personal data protection at: hotelplus@hotely-plus.sk.

2. **Purposes of processing:** Processing of accounting documents; fulfilment of obligations related to the provision of accommodation services and related ancillary services (catering, parking, etc.); fulfilment of obligations related to the rental of residential and non-residential premises.

Legal basis for processing: Accounting Act, VAT Act, Act No. 40/1964 Coll. Civil Code, Act No. 253/1998 Coll. on Reporting the Residence of Citizens of the Slovak Republic and the Population Register, Act No. 404/2011 Coll. on the Residence of Foreigners, and other related legislation.

This means that the collection of personal data is a legal requirement. The data subject is obliged to provide personal data. Failure to provide personal data would result in the inability to fulfil the purpose of processing.

The processing of personal data is not based on Article 6(1)(f) GDPR (legitimate interests of the controller).

Source of personal data: Directly from the data subject.

Note: The controller also obtains personal data by copying, scanning, or otherwise recording official documents onto information storage media.

3. **Categories of personal data:** First name, surname, title, permanent residence address, temporary residence address, telephone number, email address, date of birth, type and number of identity document, signature.

Processing operations performed (as applicable): collection, recording, organization, structuring, storage, adaptation or alteration, retrieval, consultation, use, rearrangement or combination, restriction, erasure, destruction.

Note: Regardless of whether such processing is carried out by automated or non-automated means.

4. **Recipients or categories of recipients:** None.

Processor: Personal data are not provided to processors.

Other recipients (who do not further process personal data): IT administration.

Note: Pursuant to GDPR, a public authority to which personal data are disclosed under a legal obligation is not considered a recipient.

5. **Transfer of personal data to a third country:** Not carried out.

Retention period: 10 years after the completion of processing, unless otherwise specified by the controller's records retention policy.

6. **Rights of the data subject:** The data subject has the right to request access to their personal data, the right to rectification or erasure, or restriction of processing, the right to object to processing, and the right to data accuracy. The data subject also has the right to object to automated individual decision-

making, including profiling. The data subject has the right to lodge a complaint with a supervisory authority, in particular in the Member State of their residence. In Slovakia, this is the Office for Personal Data Protection. In cases specified in Article 17 GDPR, the data subject has the right to erasure (“right to be forgotten”).

7. **Automated decision-making and profiling:** Automated decision-making means a pre-established procedure carried out automatically. The controller does not use automated decision-making in the processing of personal data. Profiling, meaning monitoring or predicting behaviour, is not carried out by the controller.

Article XIII

Service of Documents

1. All documents relating to legal relationships established between the Provider and the Client shall be delivered in person, by post, or through a third party authorized to deliver mail.
2. All documents relating to any legal relationships established between the Provider and the Client shall be sent by registered mail to the Provider’s registered office address or the Hotel’s address, and to the Client’s permanent residence address or registered office address. If the contractual relationship between the Provider and the Client continues, each party to the Agreement shall be obliged to notify the other party of any change to its registered office or permanent residence in accordance with the principles set out in this Article, within three days from the date of such change.
3. If the Client fails to accept a document at the address stated in the order, and such address corresponds to the address registered in the Commercial Register or another official register, the document shall be deemed delivered three days after its return to the sender, even if the addressee does not become aware of it. In such case, all legal effects of delivery shall take effect on the date the document is deemed delivered.
4. If the Client fails to accept a document at the address stated in the order, and such address does not correspond to the address registered in the Commercial Register or another official register, the sender shall be obliged to resend the document to the address registered in the Commercial Register or another official register. In such case, paragraph 3 of this Article shall apply in full.

Article XIV

Final Provisions

1. The contracting parties undertake to resolve any disputes arising from the relationship established by the Agreement/order and these General Terms and Conditions primarily by mutual agreement.
2. The Provider and the Client agree that any disputes arising between them from the legal relationship and in connection therewith (Article XIV, paragraph 1) shall be governed by the law of the Slovak Republic in accordance with the Slovak legal system. The courts of the Slovak Republic shall have jurisdiction to resolve any disputes. The application of the United Nations Convention on Contracts for the International Sale of Goods (Vienna Convention) under conflict-of-law rules is excluded. Provisions favouring a foreign element contained in conflict-of-law rules shall apply only if they constitute mandatory provisions of the relevant legal regulation.
3. Any amendments or supplements to the written Agreement or these General Terms and Conditions shall require written form to be effective, and the validity of any such amendments or supplements shall be subject to the Provider's written consent.
4. Should any provision of these General Terms and Conditions be or become ineffective or invalid, this shall not affect the validity of the remaining provisions.

In Bratislava, dated 01 October 2008
Updated on 26 February 2026

Mgr. Daniel Poturnay
Chairman of the Board of Directors