# General terms and conditions Booking of accommodation and related services

1

#### **Introductory provisions**

- **1.1** These general terms and conditions (hereinafter referred to as "GTC") shall apply to the **bookings of accommodation services** provided by Challet Jasná s.r.o. (hereinafter referred to as **"operator"**), the use of the booking system, payment and cancellation conditions for bookings made by clients/customers through the website www.challetjasna.sk as well as all other rights and obligations arising from the legal relationship created by the booking.
- **1.2** the client is entitled to use the booking only if he agrees with the GTC. The client is advised in his own interest to familiarize himself with the following GTC before booking. With repeated use of the booking, the client is obliged to always become familiar with the current wording of the GTC. The operator reserves the right to change these GTC and the change of the GTC is effective from the date of their publication on the website www.challetjasna.sk. If the client does not agree with some of the provisions of these GTC, the client is asked by the operator not to use the booking system. By confirming the booking, the client expresses unconditional acceptance of these GTC.
- **1.3** Each customer acknowledges that all of the prices and terms of service are valid only for bookings made through the links on this website.
- **1.4** By using the booking system, the client declares that he has reached the age of at least 18 years of age and is capable of acquiring rights and assume obligations on his own behalf.

#### 2 Booking

- **2.1** The client has the option to search for the current vacancies according to the requirements specified on the booking form (arrival date, departure date, and so on) at the prices listed in the price list of the operator or directly during the booking.
- **2.2** The data such as the beginning and end of the stay, number of persons, and so on are filled in by the client during the booking.
- **2.3** After completing all of the required data, implementing of payments in terms of these GTC and after checking the data, the confirmation indicating booking number will be sent to the client immediately to the specified email address. Assigned booking number is used to confirm your booking, as a contact detail for the implementation of any changes or cancellations of booking and confirmation when arriving to the place of stay. For this reason, the client is required to safely store his reservation number.

2.4 Late check-out costs extra fee and is possible only after Challet Jasná approval.

Late check-out to 12 pm costs 50,- EUR/suite

Late check-out to 4 pm costs 100,- EUR/suite

Not approved late check-out is considered as a violation of the general terms and conditions with an EUR 100 sanction.

3

#### Terms of payment

**3.1.** After the final booking, the client will be given a non-binding booking made by the operator on the selected client stay in the booking system. After the order confirmation, the client will receive information about (i) the number of the booking and the booking information, (ii) the fact that the stay (capacity) and the amount of the price of the stay will be guaranteed to the client only after crediting of funds on the bank account of the operator, (iii) the arrangements for payment and payment data (bank details, account number, variable symbol, time of payment). In this way, the client's booking is not binding for the operator (this is a non-binding booking) and does not make the client entitled for the stay (capacity) reservation. Booking becomes binding at the moment of crediting of funds in the amount of the payment for the stay on the bank account of the operator. In the event that from the time of confirmation of a non-binding booking of stay to the time of crediting the funds in the amount of the payment for the stay on the bank account of the operator (i.e., until the time the booking becomes binding) the client's booked stay (capacity) is sold, the client shall be entitled to withdraw from the booking and the operator returns the payment to the client within the time limit

of 14 days from the date of withdrawal from the booking by a bank transfer to the bank account of the client from which the client made the payment. In the case of non-payment of the price of the stay by the due date, the operator is entitled to cancel the booking without any financial or non-financial compensation to the client.

- **3.2** The client is obliged to pay the payment of the stay in full by bank transfer to the account on the basis of the invoice issued.
- **3.3** The procedure and the operation of the operator is based on ethical principles and respects the privacy of the client.

4

## Change or cancellation of the booking No-shows Cancellation fees

**4.1** In case of booking accommodation (purchase of the services), at the moment of the conclusion of distance contracts for the provision of services, the client is not entitled to withdraw from the contract for the provision of services within the meaning of article 7 6 letter of Act no. 102/2014 Coll. on the protection of the consumer in the sale or provision of services pursuant to a contract concluded at a distance or off-premises contract, and on

amendments to certain laws, as amended. In the case of non-utilization of the purchased accommodation services, client is not entitled to any financial or non-financial compensation or a substitute performance.

Any changes made to the booking by the client can be done electronically after entering the email address entered by the client when booking and booking number assigned to the client and sent to the reservation, or in writing, by telephone or by email to the booking operator through the department at the telephone number: +421 917 163 868, e-mail address: info@challetjasna.sk, mailing address: Prešovská 59, mestská časť Ružinov, 821 02 Bratislava. When requesting a change to the booking, the client shall always bear the registration number assigned at the time of the booking and sent to the client by e-mail specified by him in making the booking. If the client requests a change of the booking which is not possible for capacity or other reasons, the operator shall carry out all the steps in order to comply with the requirements of the client, however, the operator is not obliged to comply with the said request.

The operator determines the dates of the so-called season, out of season, and special dates in advance so that the client has a chance to familiarize himself with the terms and conditions in the event of withdrawal from the contract and cancellation or partial withdrawal from the contract and partial cancellation or no-show on the booked date. the client in the case of a partial cancellation or a no-show, the partial client the booked stay. Special dates are available on the website of the operator so the client has the opportunity to become acquainted with them in the annex to these GTC. In the case of a no-show, the client shall pay a cancellation fee of 100% of the price of the ordered and confirmed services.

**4.2** In the event of the client withdrawing from the contract and cancellation, the operator is entitled to the cancellation fee as follows:

CANCELLATION FEES			
SEASON AND LOW SEASON		SPECIAL DATES	
Cancellation fee	The number of days prior to the arrival	Cancellation fee	The number of days prior to the arrival
30%	22 days and more	100%	from the day of order confirmation
100%	21 days or less		

All charges shall be paid by the sender. To determine the number of days in the calculation of cancellation charges, the date of cancellation is crucial.

Adverse weather and snow conditions are not a reason for not charging the cancellation fee.

- **4.3** in the case of a no-show, the operator is entitled to a cancellation fee of 100% of the price of the ordered and confirmed services.
- **4.4** In the event of withdrawal from the contract and cancellation or partial withdrawal from the contract and partial cancellation or no-show, the operator will send to the client in writing or by email a notification of claiming the cancellation fee and the amount by these GTC within 14 days from the date of withdrawal from the contract and cancellation or partial withdrawal from the contract and partial cancellation or the date of the beginning of the stay in the event of a no-show. By confirming the order and by agreeing to these GTC, the client agrees and acknowledges that the operator - in the event of the client's withdrawal from the contract and cancellation or partial withdrawal from the contract and partial cancellation or no-show - is entitled to set off the client's claim for returning the price paid during the booking with the operator's claim for the cancellation fee in the amount set by these GTC in the sum that covers both of these claims, and the sum beyond the mutual claims of the client and the operator for the benefit of the client will be paid by the operator via bank transfer to the bank account from which the payment price for bookings was realized within 14 days from the day following the date of withdrawal from the contract and cancellation or partial withdrawal from the contract and partial cancellation or no-show. Bank fees associated with the return of the money to the client are handled by the client.
- **4.5 The deposit** is used to cover any damages and loss of the card or key. After the end of your stay, the suit/challet will be checked and in 48 hours. you will receive an email about the return of the deposit to your account, or notification of the damage and its bill.

#### 5 Specific provisions

- **5.1** In the case of ambiguities or questions arising from the booking, the client is entitled to reach the contact addresses of the operator by phone at the following telephone number: + 421 917 163 868 or email: info@challetjasna.sk.
- **5.2** Check-in is possible on the day of the beginning of the stay from 2:00 PM within the terms of the booking. Check-out is on the last day of the stay till 10.00 AM within the terms of the booking.
- **5.3** In the case of special requirements (a cot for children, late arrival or departure from stay late check-in or late check-out) or interest for reservation of additional services, the client is entitled to contact the booking department of the operator on the following telephone number: + 421 917 163 868 or by email: info@challetjasna.sk
- **5.4** Obligations of the client are: to properly use the accommodation facilities, comply with order and cleanliness in all areas. To behave so as to prevent damage to the equipment and the equipment of the Challet. Do not exceed the maximum capacity of the properties, i.e. 6 people/suite. Notify damage in the areas of the object. Properly secure the premises when leaving them (to lock the front door). Avoid disturbing the other residents of adjacent objects by noise. The client is not allowed to make changes to the premises of accommodation (furniture moving, equipment moving, and so on). Do not take the

equipment out of the facilities. It is forbidden to leave the property to another person, carry firearms, explosives and ammunition and store them in place. It is not allowed to smoke indoors.

- **5.5** Violation of the obligations referred to in paragraph 5.4 by the client is subject to sanction by the Operator.
- **5.6** An object is monitored by the external cameras.
- **5.7** Challet Jasná s.r.o. is not liable for damage caused to brought or left things by the Client.
- **5.8** Challet Jasná s.r.o. is not responsible for the things forgotten or lost by the Client. Forgotten things of the Client in the Challete are recorded and stored for a period of 3 months. Challet Jasná s.r.o. will send the Client his forgotten things back only if requested.
- **5.9** Challet Jasná s.r.o is not responsible for any damage and health problems arising from the stay inside or outside the Challet.
- **5.10** In the room or at the premises of the Challet, the client is not allowed to move the furniture or do other adjustments.
- **5.11** For security reasons, it is not appropriate (i) to leave children under 10 years of age without adult supervision, (ii) carry a gun or ammunition in the premises of the Challet.
- **5.12** From 10:00 PM to 7:00 AM, the Client is obliged to keep quiet hours.
- **5.13** Smoking is not allowed in the premises of the Challet. If you violate the prohibition of smoking, Challet Jasná s.r.o. has the right to increase the agreed price by the amount of 100,-EUR for the day which the prohibition was violated.
- **5.14** Challet Jasná s.r.o does not allow entry and accommodation of animals.
- **5.15** The Client is responsible for damage to the Challet according to the relevant provisions. In the case of damage caused by the Clients on the property of Challet Jasná s.r.o. beyond the deposit, the Client shall pay compensation for the damage to Challet Jasná s.r.o. in 7 days from the end of the stay.
- **5.16** If, in case of force majeure, the Challet is not habitable, the operator is obliged to make every effort to remedy the defect in the shortest possible time or more precisely, to provide an alternative accommodation in case of spare capacity or give the client the full amount of the price paid for properties within 24 hours. without additional compensation.

### 6 Privacy policy

**6.1** Information concerning the protection of personal data as set out in the Privacy policy and the processing of personal data of Challet Jasná s.r.o. are published on the web page

#### 7 Final provisions

**7.1** These GTC and the legal relationships arising thereunder shall be governed by the laws of the Slovak Republic. If any provision of these GTC is or becomes invalid, ineffective or unenforceable, this invalidity, ineffectiveness or unenforcability does not affect the validity of the other provisions in these GTC.

- **7.2** After confirming the booking, the client expresses his consent with these GTC, and commits to comply with them. The operator reserves the right to change these GTC. The obligation of written notice of the changes in the GTC is met by publishing the changed GTC on the website of the operator www.challetsjasna.sk
- **7.3** All relationships not governed by these GTC shall be governed by generally binding legal regulations in force in the territory of the Slovak Republic.
- **7.4** For booking through the booking.com, their GTC apply instead of these GTC.
- **7.5** These terms and conditions shall enter into force on the date of their publication on 15.10.2018 and are valid and effective until further notice.

#### **OPERATOR:**

Challet Jasná Excluscive \*\*\*\*
Challet no. 20
Demänovská Dolina sup. no. 160
992 01 Demänovská Dolina

#### **OPERATOR:**

Challet Jasná s.r.o. Prešovská 59 - mestská časť Ružinov 821 02 Bratislava

COMPANY REGISTRATION NUMBER: 51743329, VAT NUMBER: SK2120798504 registered in the commercial register of District Court Bratislava I, Dept. Sro, vI.č.129041/B Bank details: VUB banka, a.s. IBAN: SK12 0200 0000 0039 9137 7653