

# General Contractual Terms and Conditions

Ranč Regetovka, Regetovka 26, 086 33 Zborov

Valid from **01.08.2020**

Business name : **PAVLIČKO a partneri, s.r.o.**, Zámocká 10, 811 01 Bratislava  
Reg. No.: 51 685 035  
VAT No.: SK2129779562  
Registered in the Commercial Register of Bratislava I District  
court, Section: Sro, File No.:128376/B

## 1. Contracting parties

Supplier: Ranč Regetovka, operation of PAVLIČKO a partneri s.r.o. – provider of accomodation, catering, congress and relaxation services to customer (guest) for payment.

Customer: A party ordering services

## 2. The reservation of services

- 2.1. Reservation can be made by an order party in its behalf or in favour of a third party.
- 2.2. Hotel confirms the reservation to the order party (guest) after order has been received in:
  - telephone
  - written
  - electronic form
- 2.3. The order must include:
  - the guest's name and surname, company name in the case of a company
  - the period of the use of the hotel services
  - contact information: telephone number, guest's address, e-mail
  - the method of payment for services, billing information in the case of a company
  - the scope and type of services ordered
- 2.4. The hotel is obligated to process the order within 24 hours or on the next working day as to the group reservations, by confirming or rejecting the reservation.
- 2.5. Based on the order, the hotel will issue a confirmation of reservation by which it will confirm to the guest the scope of services in written form or electronically.

## 3. Prices and payment terms

- 3.1. The hotel provides the guest with prices based on the current, valid pricelists.
- 3.2. A price included in the confirmation of reservation is binding.
- 3.3. Client is not entitled to the reduction of the price if a bargain price of accommodation was published after the confirmation of reservation.
- 3.4. Discounts and bargain prices cannot be combined and cumulated.  
On the day of departure, the guest is obligated to pay for any used hotel services and accommodation in cash at the reception desk, by credit card or payment card.  
The form of payment must be agreed in advance.  
Any arrangements that would be in a different scope than those that are governed by the General Contractual Terms and Conditions must be approved in advance by a general manager of the company and both contracting parties must confirm them in writing in the form of a special Framework Contract.

### 3.5. **Zálohová platba:**

The hotel is entitled to ask the guest to pay an advance payment up to 100 % of the price of ordered services with a 7-day maturity period of the confirmation of reservation. The reservation becomes binding when the paid advance payment is credited to the hotel account.

### 3.6. **Zálohová platba pre hromadné akcie**

- Provider of services issues a pro-forma invoice based on expected and agreed price for any accommodation, catering and supplementary services according to the order with a 7-day maturity period of the issuance of the pro-forma invoice. The provider does so as follows:
  - a) **25% of the rental price of the relevant space according to the order, or**
  - b) in the amount of 100,- EUR (reservation fee) in the case of an event taking place in a space that is not subject to rent.
- The advance invoice serves as a confirmation of the reservation, and the relevant amount must be paid to the hotel account no later than 3 days before the start of the services.
- The order is confirmed on the part of the provider of services on the day the advance payment is credited to the account of the provider of services in Slovenská sporiteľňa, a. s., IBAN: SK48 0900 0000 0051 4545 6386, SWIFT: GIBASKBX. The term of realisation of the service is considered reserved from the date of the receipt of the order by the customer until the date of maturity of the advance payment. The paid advance payment will be settled in a proper tax document (invoice) after the stay ends. In case the customer does not pay the advance payment properly and on time, the provider of services is entitled to cancel the reservation.

### 3.7. The advance payment can be made as follows:

- in cash or by a payment card at the hotel reception desk,
- by a transfer to account: Slovenská sporiteľňa, a. s. IBAN: SK48 0900 0000 0051 4545 6386, SWIFT: GIBASKBX, use reservation number or invoice number as a variable symbol
- by a payment card in the form of on-line reservation

### 3.8. **Cancellation policy:**

The hotel is entitled to request cancellation fees if a guest cancels his reservation in writing, by telephone or electronically, by fax within the following terms:

- **from 30 to 21 days** before agreed date: 0% of the total price of cancelled services
- **from 20 to 11 days** before agreed date: 15% of the total price of cancelled services,
- **from 10 to 6 days** before agreed date: 35% of the total price of cancelled services,
- **from 5 days to 48 hours** before agreed date: 70% of the total price of cancelled services
- **less than 48 hours** before agreed date: **100%** of the total price of cancelled services,
- **as to premature departure**, the hotel charges 100 % of confirmed remaining stay

3.9. By ordering accommodation and related services according to these General Terms and Conditions, the customer agrees and the supplier is entitled in case of cancellation or partial cancellation or non-arrival to unilaterally set off the customer's claim to return the price of booked accommodation and related services to the customer. the supplier's receivable for the payment of a cancellation fee in the amount specified in these General Terms and Conditions, in the amount in which these receivables cover.

3.10. As to the **group reservations** of catering services the customer is obligated to order or submit the number of meals at least four days in advance. If the number of meals ordered and confirmed by the customer in writing is higher, the actual number of meals will be charged. If the meals ordered are not used, the total number of ordered meals will be charged. If the order of catering services is cancelled on the day for which the catering services were ordered, the provider of services charges the guest for any ordered meals according to his written order that constitutes an integral part of the Contract. Such a price of all ordered meals according to the order is a contractual fine arising from the breach of contractual terms and conditions on the part of the customer.

3.11. Procedure of the Contracting Parties in the case of Vis maior (Force Majeure)

- Force majeure (lat. Vis maior) is a special legal fact, consisting in an extraordinary, unpredictable and unavoidable event. Vis maior shall constitute an impediment to the performance of the contractual obligations, irrespective of the will of either party. For the purposes of these General Terms and Conditions, an obstacle means a natural event, a war, a revolution, terrorist activity and facts of a national nature (national strikes, legislative measures). In such a case (creation of Vis maior) the hotel does not have the obligation to provide the customer with the agreed services at all or only in the subsequently individually agreed scope and the customer does not have the obligation to use the ordered services within the reserved period.
- It is the obligation of the contracting parties to notify this fact (creation of Vis maior) to the other contracting party without undue delay.
- Force majeure is the reason for possible non-fulfillment of obligations arising from the contractual relationship.
- In the event of an obstacle to the fulfillment of contractual obligations on the part of the hotel or the customer due to force majeure, the contracting parties are obliged to agree on alternative performance of the subject of the contract (new scope of services, new date of service or use). the obligation fulfilled by allowing, within its capacity, the customer to use the services provided by the hotel at the originally agreed value (price) within 12 months from the originally agreed date of commencement of the use of the services by the customer; if the customer does not use the hotel services within the specified period of 12 months, it is valid that the customer canceled his order in full with a cancellation fee of 100% of the price of the ordered services. The customer is not entitled to compensation for any damage caused by Vis maior or other circumstances excluding liability.

#### 4. Services rendered

- 4.1. 4.1. Guest cannot be **accommodated** on the day of arrival before **02:00 p. m.**, unless agreed otherwise in advance. The hotel is obligated to accommodate the guest not later than by **10:00 p. m.**
- 4.2. If the guest has paid the advance payment, the hotel is obligated to keep the guest's reservation until 10:00 p.m. If the guest does not lay claim to reserved services after this hour, the hotel is not obligated to return the advance payment to the guest.
- 4.3. The guest is obligated to leave his room before 11:00 a.m. If he does not do so, the hotel is entitled to charge the guest a price for additional day of stay, unless agreed otherwise.
- 4.4. In the case the guest's reservation has been confirmed and he has paid his advance payment and the hotel does not provide the guest with accommodation due to force majeure, the hotel is obligated to provide the guest with adequate, alternative accommodation at the hotel's expense.
- 4.5. . In exceptional cases, the hotel reserves the right to provide the guest with a different accommodation than originally agreed, unless it substantially differs from confirmed order.
- 4.6. The hotel is liable for damage to things brought in or put aside, while things brought in are things that were handed over to a hotel employee for this purpose. The hotel is not liable for jewellery, money and other precious things kept outside the hotel safe. In any case, we recommend to make use of a built-in safe in your hotel room or at the hotel reception desk.
- 4.7. The guest is entitled to use any services agreed in confirmed reservation. In the case of half board or full board, these services start with dinner on the day of arrival at 6:00 p.m. A full board service ends on the day of departure with lunch by 1:00 p.m.
- 4.8. Guests are not entitled to eat their own good or beverages in the premises of the hotel. It is deemed a breach of the General Contractual Terms and Conditions based on which the hotel can terminate contractual relationship with the guest without reimbursement.
- 4.9. Guests are not entitled to use their own electrical appliances except shavers, hair dryer, etc., devices used for personal hygiene.
- 4.10. The hotel can extend the guest's stay only if it has a free capacity
- 4.11. At the guest's request, the hotel will call emergency medical care. The hotel is entitled to request from the guest a monetary compensation for expenses related to the treatment of the guest.

- 4.12. Contractual relationship between the guest and the hotel ends on the day of his departure by paying a final bill. The guest is obligated to pay the bill on site in cash or by a payment card.
- 4.13. 4.17. If the guest ends his stay sooner than agreed in the reservation, the hotel is entitled to charge the guest a price for the whole agreed stay
- 4.14. The guest is liable for any damages caused by him during his stay. If the damage was caused by a child, his legal representative is liable for the damage.
- 4.15. If the guest does not pay the final bill, the hotel is entitled to keep all the things brought into the accommodation facility by the guest.
- 4.16. The hotel is entitled to terminate and withdraw from the contract immediately and without the guest's claim to refund, if:
- the guest intentionally or due to negligence damages the hotel property,
  - behaves contrary to the principles of decent social behaviour and moral,
  - the guest's behaviour harasses other guests,
  - the guest's health conditions jeopardises the health of other guest and the personnel,
  - due to force majeure.
- 4.17. In the case of a complaint, the guest is obligated to communicate this fact immediately. Complaints are governed by a Complaints Procedure of the hotel.
- 4.18. The hotel is entitled to inspect the guest's room during his stay and to clean the room according to hygiene rules.
- 4.19. If the hotel, after the guest's departure, finds out that the guest damaged the fixture, did not announce consumption or theft, the hotel is entitled to debit the guest's credit card for these receivables after informing him on this fact, or the hotel can issue a bill and deliver it to the guest's address.
- 4.20. The guest is obligated to follow the valid accommodation rules of the hotel.

## **5. Liability for damage**

- 5.1. In case a duty arising from contractual relationship is breached, a contracting party is obligated to compensate the other contracting party for such a damage, unless it proves that such a breach of duties was caused by circumstances excluding liability.
- 5.2. A party ordering services is fully liable for damage caused by impairment, damage or destruction of equipment or property of a provider of services on the part of persons that participate in the event ordered by customer from the provider of services.

## **6. Personal data protection**

The Provider in accordance with Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of individuals with regard to the processing of personal data and on the free movement of such data and Act no. 18/2018 Coll. on the protection of personal data does everything necessary to ensure compliance with this legislation and the customer declares that he has been acquainted with the rights and obligations relating to the collection and processing of personal data under this Act. At the same time, the customer gives the provider consent to the processing of personal data specified in the order for the purpose of securing and providing the ordered services and for fulfilling the obligations imposed by the above law, for the time necessary to secure the rights and obligations arising from the legal relationship between the customer and the provider. Withdrawal of this consent may be made in writing with or without giving a reason. The customer, as the person concerned, declares that he is aware of his rights. The rights of the customer in relation to the protection of personal data are specified in the document Personal Data Protection available at [www.regetovka.sk](http://www.regetovka.sk).