

General Terms and Conditions

Villa Betula Resort

Brnice 166, 032 23 Liptovská Sielnica

Business name: iconiX SE, Pionierska 1587/13, 831 02 Bratislava

Company ID No.: 51157250

VAT ID No.: SK2120709250

Registered in the Commercial Register of the District Court Bratislava I, Section Po, Insert No. 5402/B

1. Contracting Parties

1.1. **Supplier:** Villa Betula Resort – an establishment operated by iconiX SE – provider of accommodation, catering, conference and relaxation services to the Customer (Guest) for consideration (hereinafter also referred to as the “Hotel”).

1.2. **Customer:** The person ordering the services who enters into a contract with the Hotel, the subject matter of which is the provision of accommodation, catering, relaxation and other services by the Hotel based on the Customer’s request (hereinafter also referred to as the “Customer”, “Ordering Party” or “Guest”).

1.3. By entering into a contract with the Hotel, these General Terms and Conditions become binding upon both the Hotel and the Customer and form an integral part of the concluded contract.

2. Reservation of Services

2.1. A reservation may be made by the Ordering Party in their own name or for the benefit of a third party.

2.2. The Hotel confirms the reservation to the Customer (Guest) after receiving the Guest’s order exclusively in the following form:

- in writing (by email).

2.3. The order must contain:

- the Guest’s first name, surname and address; in the case of a legal entity, its business name, registered office address, Company ID No., Tax ID No. and VAT ID No.,
- the dates on which the hotel and/or other services are to be used,
- the Ordering Party’s contact details (email address and telephone number),

- the method of payment for the services,
- in the case of a private individual, as well as a legal entity or a natural person conducting business, billing details,
- the scope and type of services ordered, the number of persons using the services (adults and children), including the age of each child.

2.4. The Hotel is obliged to process the order within 24 hours or, in the case of group reservations, on the next business day, either by confirming the order/reservation or by rejecting it.

2.5. On the basis of the Guest's written confirmation of the order (by email), the Hotel shall verify the availability of the reservation and inform the Guest in writing (by email) whether or not the reservation can be confirmed. Upon confirmation of the order by the Hotel, a contract concerning the confirmed services is concluded between the Hotel and the Customer (Guest); however, this is without prejudice to Clause 3.9 of these General Terms and Conditions (the Hotel's obligation to provide the services shall arise only upon payment of the deposit).

3. Prices and Payment Terms

3.1. The Hotel provides the Guest with prices based on the price lists valid as of the date on which the order/reservation is confirmed.

3.2. The Hotel reserves the right to change the prices of the services provided during the calendar year.

3.3. The price stated in the reservation confirmation is binding.

3.4. The Client shall not be entitled to a price reduction if a promotional accommodation rate is published after the reservation has been confirmed.

3.5. Discounts and promotions cannot be combined or accumulated.

3.6. On the day of departure, the Guest is obliged to pay for all Hotel services and accommodation used, either in cash at the reception desk, by credit card or by debit card.

3.7. The method of payment must be agreed in advance.

3.8. Any arrangements differing in scope or content from those stipulated in these General Terms and Conditions must be approved in advance by the Hotel's General Manager and by both Contracting Parties and confirmed in writing in a separate Framework Agreement or another written agreement.

3.9. Deposit Payment:

3.9.1. The Hotel is entitled to require the Customer (Guest) to pay a deposit of up to 100% of the price of the services ordered, payable no later than 7 days after confirmation of the reservation. The reservation becomes binding only when the deposit has been credited to the service provider's account.

3.10. Deposit Payment for Groups and Events

3.10.1. The Hotel shall issue a deposit invoice based on the estimated and agreed price of all accommodation, catering and additional services according to the order, payable within 7 days from the date of issue of the deposit invoice, as follows:

- 50% of the ordered services as confirmation of the reservation,
- no later than 7 days after confirmation of the order for services, a deposit amounting to 50% of the total value of the ordered services must be credited to the Supplier's account.

3.10.2. No later than on the day of arrival at the Hotel, all ordered services must be paid in full; if all ordered services have not been paid for, the Hotel is not obliged to provide any services.

3.10.3. On the date the deposit is credited to the Hotel's account maintained with FIO banka, a.s., IBAN: SK75 8330 0000 0024 0257 4671, SWIFT: FIOZSKBAXXX, the order shall be deemed confirmed by the Hotel and binding upon the Hotel. From the time the Ordering Party's order is received until the due date of the deposit invoice, the date for provision of the services shall be regarded as reserved. The deposit paid shall be accounted for in the final tax document (invoice) after the services have been used. If the Ordering Party fails to pay the deposit invoice properly and on time, the Hotel is entitled to cancel the reservation and refuse to provide the ordered services.

3.11. The deposit payment may be made by any of the following methods:

- in cash or by payment card at the Hotel reception desk,
- by bank transfer to the account: FIO banka, a.s., IBAN: SK75 8330 0000 0024 0257 4671, SWIFT: FIOZSKBAXXX, using the invoice number as the payment reference,
- by payment card through the online reservation system.

3.12. Cancellation Policy

3.12.1. The Hotel is entitled to charge the Ordering Party the cancellation fees specified below if the Guest cancels the reservation in writing or electronically within the following periods:

- 15 to 29 days before the agreed date: 50% of the total price of the cancelled services,
- 7 to 14 days before the agreed date: 75% of the total price of the cancelled services,
- 1 to 6 days before the agreed date: 90% of the total price of the cancelled services,
- on the scheduled day of arrival: 100% of the total price of the cancelled Hotel services,
- in the event of the Guest's early departure, the Hotel shall charge a cancellation fee amounting to 100% of the total price of the confirmed remaining stay,

- for Christmas, New Year's Eve and Easter stays, reservations cancelled 21 days or less before the confirmed arrival date shall be subject to a cancellation fee amounting to 100% of the total price of the cancelled Hotel services.

4. Services Provided

4.1. The Guest may check in no earlier than 4:00 p.m. on the day of arrival unless otherwise agreed in advance. The Guest is required to check in no later than 6:00 p.m.

4.2. If the Guest has made a deposit payment, the Hotel is obliged to hold the Guest's reservation until 10:00 p.m. If the Guest fails to use the reserved services even after this time, the Hotel is not obliged to refund the deposit payment to the Guest.

4.3. If the Guest does not have a reservation confirmed in writing, the Guest must check in by 6:00 p.m. unless otherwise agreed. If the Guest fails to check in by 6:00 p.m., the Hotel may freely dispose of the capacity reserved for the Guest.

4.4. If the Guest checks in before 6:00 a.m. on the scheduled day of arrival, the Hotel reserves the right to charge for an additional night.

4.5. The Guest is obliged to vacate the accommodation by 10:00 a.m. on the day of departure. If the Guest fails to vacate the room by 10:00 a.m., the Hotel is entitled to charge the Guest for an additional day of stay unless otherwise agreed.

4.6. If the Guest has a confirmed reservation and has paid a deposit and the Hotel fails to provide accommodation to the Guest due to force majeure ("vis maior"), the Hotel is obliged to arrange appropriate alternative accommodation for the Guest at the Hotel's expense.

4.7. In exceptional circumstances, the Hotel reserves the right to offer the Guest accommodation other than that originally agreed, provided that it does not materially differ from the confirmed order.

4.8. The Hotel shall be liable for damage to items brought into or deposited at the Hotel, whereby items shall be deemed to have been brought into the Hotel if they were handed over for this purpose to a member of the Hotel staff. The Hotel shall not be liable for jewellery, money and other valuables stored outside the Hotel room. In all cases, the Hotel recommends using the safe located at the Hotel reception.

4.9. The Guest is entitled to receive all services agreed in the confirmed order. Where half-board catering has been agreed, the provision of such services begins with dinner from 6:00 p.m. on the day of arrival.

4.10. Guests are not entitled to consume their own food and beverages on the Hotel premises. Unless otherwise agreed in writing in advance, the consumption of guests' own food and beverages shall be deemed a material breach of the contract and these General Terms and Conditions, on the basis of which the Hotel may immediately terminate the contractual relationship with the Guest (withdraw from the contract), without the Guest being entitled to any refund.

4.11. Guests are not permitted to use their own electrical appliances in the Hotel, with the exception of electric shavers, hair dryers, personal hygiene appliances and similar devices.

4.12. Small pets may be accommodated only with the prior written consent of the Hotel management. Such accommodation is subject to a fee in accordance with the current price list. The Guest shall be liable for all damage caused by the animal during the stay. Animals may not be left unattended in the room. The Guest is obliged to comply with the rules applicable to stays with a dog or other animal.

4.13. The Hotel may extend the Guest's stay only if the Hotel has available capacity.

4.14. At the Guest's request, the reception desk shall call emergency medical assistance. The Hotel is entitled to require the Guest to reimburse any expenses incurred by the Hotel in connection with the Guest's medical treatment.

4.15. The contractual relationship between the Guest and the Hotel terminates on the day of departure upon payment of the final bill. The Guest is obliged to settle the bill on site in cash or by payment card.

4.16. If the Guest terminates their stay earlier than agreed in the reservation, the Hotel is entitled to charge the Guest for the entire agreed stay.

4.17. The Guest shall be liable for all damage caused by the Guest during the stay. Where damage is caused by a child, the child's legal representative shall be liable for such damage.

4.18. If the Guest fails to pay the final bill, the Hotel is entitled to retain all items brought into the Hotel by the Guest.

4.19. The Hotel is entitled to terminate the Guest's stay and withdraw from the contract with immediate effect, without the Guest being entitled to a refund of any monies paid, if:

- the Guest intentionally or negligently damages Hotel property or behaves contrary to generally accepted standards of proper social conduct and morality,
- the Guest disturbs other guests by their behaviour,
- the Guest's health condition poses a threat to the health of other guests or staff,
- due to force majeure.

4.20. In the event of a complaint, the Guest is obliged to report it immediately and without undue delay. Complaints shall be handled in accordance with the Hotel's applicable Complaints Procedure.

4.21. The Hotel is entitled to inspect the Guest's room during the Guest's stay and arrange for the room to be cleaned in accordance with hygiene regulations.

4.22. If, after the Guest's departure, the Hotel discovers damage to Hotel inventory, unreported consumption or theft of Hotel property, the Hotel is entitled, after notifying the

Guest, to charge such Hotel claims arising from the aforementioned circumstances to the Guest's credit card or to issue and send an invoice to the Guest's address.

4.23. The Guest is obliged to comply with the Hotel's applicable Accommodation Rules.

5. Liability for Damage

5.1. In the event of a breach of an obligation arising from a contractual relationship, the Contracting Party in breach shall compensate the other Party for the damage caused thereby, unless it proves that the breach was caused by circumstances excluding liability.

5.2. The Customer shall be fully liable for any damage caused by deterioration, damage to or destruction of the Hotel's equipment and property by persons participating in an event ordered by the Customer from the Hotel.

6. Other Sanctions and Penalties

6.1. In the event of a false alarm being triggered as a result of failure to comply with fire safety measures, such as:

- smoking on the Hotel premises despite the smoking ban,
- activation of a smoke effect during events,
- use of an open flame on the Hotel premises,

the Hotel may charge the responsible person a fee of up to EUR 2,000.00.

7. Personal Data Protection

7.1. In accordance with Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 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. 18/2018 Coll. on Personal Data Protection, the Provider shall take all measures necessary to ensure compliance with these legal regulations, and the Customer declares that they have been informed of the rights and obligations relating to the collection and processing of personal data under the aforementioned legislation. At the same time, the Customer grants the Provider consent to process the personal data specified in the order for the purpose of arranging and providing the ordered services and fulfilling the obligations imposed by the aforementioned legislation, for the period necessary to ensure the rights and obligations arising from the legal relationships between the Customer and the Provider. This consent may be withdrawn in writing, with or without stating a reason. The Customer, as the data subject, declares that they are aware of their rights. Further details regarding the Customer's rights in relation to personal data protection are set out in the Personal Data Protection document available on the Villa Betula website.

8. Alternative Dispute Resolution

8.1. These General Terms and Conditions and the legal relationships arising therefrom shall be governed by the laws of the Slovak Republic. Any disputes arising from these General

Terms and Conditions and the Contract shall be resolved before the competent court in the Slovak Republic.

The handling of Clients' complaints in relation to Services provided by the Hotel is governed by the Hotel's Complaints Procedure. If the Client, being a consumer, is dissatisfied with the manner in which the Hotel has handled their complaint or believes that the Hotel has infringed their rights, the Client has the right to contact the Hotel, as the seller, with a request for remedy.

If the Hotel rejects the Client's request referred to in the preceding sentence or fails to respond to such request within 30 (thirty) days from the date on which it was sent by the Client, the Client has the right to submit a proposal for the commencement of alternative dispute resolution proceedings to an alternative dispute resolution entity pursuant to Section 12 of Act No. 391/2015 Coll. on Alternative Resolution of Consumer Disputes and on Amendments and Supplements to Certain Acts.

The competent entity for the alternative resolution of consumer disputes with the Hotel as the seller is the Slovak Trade Inspection (Slovenská obchodná inšpekcia), which may be contacted for this purpose at: Central Inspectorate of the Slovak Trade Inspection, Department of International Relations and ADR, Prievozská 32, P.O. Box 29, 827 99 Bratislava, or electronically at ars@soi.sk or adr@soi.sk; alternatively, the Client may contact another competent authorised legal entity included in the list of alternative dispute resolution entities maintained by the Ministry of Economy of the Slovak Republic. The Client has the right to choose which of the aforementioned alternative dispute resolution entities to contact.

The Client may use the online platform for alternative dispute resolution to submit a proposal for the alternative resolution of their consumer dispute. Further information on alternative resolution of consumer disputes is available on the website of the Slovak Trade Inspection.