



The  
**Krivan**  
estate

The Krivan Estate accommodation establishment

## ACCOMMODATION RULES

The Krivan Estate accommodation establishment

ACCOMMODATION ESTABLISHMENT AND CLASS	THE KRIVAN ESTATE The Medovka Chalet, The Dúška Chalet
ESTABLISHMENT CATEGORY AND CLASS	Category 9 „Private Accommodation“, Class ☆☆☆
ESTABLISHMENT CONTACT DETAILS	Website: <a href="http://www.usadlostpodkrivanom.sk">www.usadlostpodkrivanom.sk</a> Email: <a href="mailto:booking@usadlostpodkrivanom.sk">booking@usadlostpodkrivanom.sk</a> Telephone: +421 948 375 373
ESTABLISHMENT ADDRESS	The Medovka Chalet: Východná 1095, 032 32 Východná, Slovakia The Dúška Chalet: Východná 1097, 032 32 Východná, Slovakia
ACCOMMODATION OPERATOR IDENTIFICATION DATA	Business name: The Krivan Estate, s.r.o. Legal form: Limited liability company Registered seat: Priemyselná 1/4412, 031 01 Liptovský Mikuláš, Slovakia Company ID: 53346203 Tax ID: 2121361308 VAT ID: SK2121361308 Listed in: the Business Register of the District Court Žilina, Section: Sro, Insert no: 75873/L (hereinafter referred to as “Operator“)



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## CHAPTER 1 INTRODUCTORY PROVISIONS

- 1.1. The Krivan Estate is an accommodation establishment with seasonal operation providing temporary accommodation in two chalets - The Medovka Chalet and The Dúška Chalet - classified in Category 9 „Private accommodation“, Class \*\*\* in accordance with the Decree of the Ministry of Economy of the Slovak Republic No. 277/2008 Coll., which establishes classification symbols for categorizing and ranking accommodation establishments (hereinafter referred to as „Accommodation Establishment“ or „Chalet“ or „Chalets“).
- 1.2. A Client is a natural or legal person (hereinafter referred to as the “Client”), who has entered into an Accommodation Agreement (hereinafter referred to as the “Agreement”) with the Accommodation Operator in the manner and under the conditions specified in the General Terms and Conditions for the provision of accommodation services in The Krivan Estate establishment (hereinafter referred to as "GTC"), which are published on the website of the Accommodation Establishment [www.usadlostpodkrivanom.sk](http://www.usadlostpodkrivanom.sk).
- 1.3. The Accommodation Establishment provides Clients especially accommodation services and other services (hereinafter referred to as the „Services“) to the extend defined in individual stay packages specified in the GTC.
- 1.4. The Accommodation Operator is obliged to:
- keep a guest book, which contains a guest’s name, surname, ID card number or travel document number, permanent address and length of stay, according to Act No. 253/1998 Coll. on Residency Declarations of Citizens of the Slovak Republic and the Register of Residents of the Slovak Republic as amended.
  - verify the identity of foreigners during the stay and write his / her nationality and date of birth in the guest book, and to ensure the completion of an official form on reporting the foreigner’s stay and deliver it to the Police Department within five days of the accommodation, according to Act No. 404/2011 Coll. on Residence of Aliens and Amendment and Supplementation of Certain Acts.
- 1.5. For the purpose stated in Section 1.4, Chapter 1 of the Accommodation Rules, the Client shall present a valid ID card or travel document to the Operator. Any Client who is not a citizen of the Slovak Republic is obliged to fill in and sign a form on reporting the foreigner’s stay issued by the Operator on the basis of the identity document submitted. All information in the report must be complete and true.
- 1.6. In the interest of protecting their health and safety, clients, upon the accommodation, are obliged to inform the Operator about their serious health problems or handicap, so that they can be adequately provided, if necessary, with medical assistance or special approach in case of evacuation and other unforeseen events.
- 1.7. These Accommodation Rules are published on the Accommodation Establishment’s website [www.usadlostpodkrivanom.sk](http://www.usadlostpodkrivanom.sk) and in the Chalets. The Operator reserves the right to unilaterally modify the Accommodation Rules. Each amendment to the Accommodation Rules is valid on the day of issue in writing by the Operator and effective on the day following its publication on the Accommodation Establishment’s website, or may take effect later after its publication as specified by the Operator in the relevant amendment to the Accommodation Rules.
- 1.8. The Accommodation Rules are binding on the Client at the moment of making the Reservation.
- 1.9. Before making a Reservation, the Client is obliged to get acquainted with the valid and effective Accommodation Rules published at the time of making the Reservation on the Accommodation Establishment’s website, while by making the Reservation the Client unconditionally agrees with the Accommodation Rules.

## CHAPTER 2 CONDITIONS AND METHODS OF ACCOMMODATION

- 2.1. The Client has the right to check in at the Chalet and use its Services from 2:00 p.m. on the first day of the agreed period of provision of Services, and check out no later than 10:00 a.m. on the last day of the agreed period of provision of Services. The Client is obliged to vacate and properly hand over the Chalet to the Operator no later than 10:00 a.m. on the last day of the agreed period of provision of Services. If the Client is in delay with the fulfilment of this obligation, he is obliged to pay the Operator for each day of delay the relevant price for accommodation according to the Price List of the Accommodation Establishment, which is part of these Accommodation Rules.
- 2.2. In exceptional cases, it is possible for Clients to check-in earlier than 2:00 p.m. on the first day of the agreed period of provision of Services, or to terminate the provision of Services after 10:00 a.m. on the last day of the agreed period of provision of Services, if this has been agreed in advance with the Operator, or if the Operator agrees and the current situation in the Chalet allows it. The Client will be charged for the mentioned Services according to the current Price List.



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- 2.3. If the Client did not check in at the Chalet by 12:00 midnight on the first day of the agreed period of provision of Services, the Operator has the right to withdraw from the Agreement concluded with the Client and cancel the provision of Services. The Operator is obliged to inform the Client about this fact, according to the availability of the Client, either by telephone or subsequently without undue delay by email stated in the Client's Reservation form. In this case, the Operator has the right to charge the Client a cancellation fee in the amount and in the manner specified in the Operator's GTC.
- 2.4. The Operator may, in exceptional cases and mainly in case of technical defects, offer the Client accommodation other than the one agreed originally, unless it differs substantially from the confirmed one.
- 2.5. The Client is obliged to inspect the Chalet without undue delay after its take-over from the Operator for temporary use and to report any possible deficiencies, irregularities or reservations to the Operator immediately after discovering them. The Client is also obliged to proceed in the same way if he / she discovers any damage to the Chalet or its inventory.
- 2.6. If the Operator discovers any damage to the Chalet or its inventory during the provision of Services or at the end of the Client's stay, the Client is obliged to compensate the Operator the full damage to the Chalet or its inventory. The Client is also obliged to compensate the Operator the damage to the Chalet or its inventory in the event that the damage is discovered by the Operator after the Client's stay, even without notifying the Operator of these facts.
- 2.7. The Chalet is considered to be vacated if the Client takes out all the things he has brought into the Chalet, inspects the Chalet condition with the Operator, hands him the keys and checks out.
- 2.8. The Client acknowledges that in case of need, urgent situations (e.g., threat of accident, violation of accommodation rules, etc.) and also for the purpose of providing agreed Services (e.g., cleaning, disposal of municipal waste, etc.), authorized people of the Operator are allowed to enter the Chalet, even without the presence of the Client.

### CHAPTER 3 BASIC OBLIGATIONS OF THE CLIENTS

- 3.1. During his / her stay in the Chalet, the Client is obliged to behave in such a way as to prevent damage to health, Operator's property, especially the Chalet and its equipment, the surroundings of the Chalet, nature and the environment where the Chalet is located.
- 3.2. In order to protect the Clients' health staying in the Chalet and in order to protect the Operator's property, the Chalet entry door must be locked during the Clients' stay in the Chalet. The Client may not admit other people into the Chalet than those staying in the Chalet or exceptionally the Client's visitors during the reserved time, and only on the basis of their prior consent. Before opening the entry door by to other people, the Client is obliged to find out the reason for entering the Chalet, and if there is no reason, the Client may not admit these people into the Chalet. In case of doubts about the justification of the request of such people to enter the Chalet, the Client is obliged to contact the Operator immediately.
- 3.3. The Client staying in the Chalet is entitled to welcome visitors only within the designated time frame, daily from 8:00 a.m. until 10:00 p.m. After the allotted time, only Clients staying in the Chalet may remain in the Chalet.
- 3.4. If the Operator finds out that people other than Clients are staying in the Chalet after the allotted time, it is regarded a violation of the Accommodation Rules and the Operator may withdraw from the Agreement or charge the Client a service price for these people to the extent specified in the Service Package, provided to the Client himself on the basis of the Agreement according to the Price List valid at the time of discovering a violation of the Accommodation Rules.
- 3.5. From 10:00 p.m. until 6:00 a.m. Clients staying in the Chalet are obliged to respect quiet hours. In special cases it is possible to organize social events even after 10:00 p.m., if agreed with the Operator and only in the premises and under the conditions specified by the Operator.
- 3.6. The Client may not move interior and exterior furnishings (it means the furniture the Chalet is equipped with, and any technical equipment, and the seating area next to the Chalet, etc.) and on the lot belonging to the Chalet, and make any changes or modifications to the furnishings without the permission given by the Operator.
- 3.7. The Client may not take out the laundry which is part of the Chalet (bed linen, towels and tea towels).
- 3.8. It is possible to use only electrical appliances which the Chalet is equipped with and which are installed in the Chalet. The Client is strictly forbidden to use his / her own electrical and gas appliances in the Chalet. This prohibition does not apply only to portable technical equipment used for personal hygiene (it means a shaving machine, hair dryer, electric toothbrush, etc.) and chargers for common consumer devices (it means a mobile phone, laptop, etc.), which must be in perfect technical condition, otherwise the Client is liable for the damage.
- 3.9. In the event of a fire, the Client is obliged to follow the relevant fire directives of the Chalet and the instructions of the Operator, and after the arrival of the fire brigade, the instructions of the intervention commander.



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- 3.10. The Client, who is a legal representative of the children, may not leave children under the age of 14 years without the supervision of an adult for safety reasons, neither in the Chalet nor outside the Chalet. The legal representative is responsible for a child and his / her actions in accordance with the relevant legal regulations of the Slovak Republic, and in the event of any damage to the Operator's property caused by the child, the legal representative is obliged to fully compensate the Operator.
- 3.11. It is strictly forbidden to smoke and use open fire in the Chalet. Smoking is only possible in a designated and marked areas outside the Chalet (Chalet outdoor areas).
- 3.12. If getting ill or injured, the Client is obliged to call first aid and immediately inform the Operator, who will assist in first aid or transport to the hospital or ensure the Client the provision of first aid or transport to the hospital.
- 3.13. It is strictly forbidden to bring and keep any animals in the Chalet. If the Operator discovers a violation of this prohibition, he is entitled to request the Client to take the animal out of the Chalet immediately.
- 3.14. Before leaving the Chalet, the Client is obliged to:
- properly close the water taps,
  - turn off the lights in the Chalet and adjacent areas of the Chalet,
  - turn off all electrical appliances in the Chalet,
  - close all the windows in the Chalet, including the basement,
  - close and lock the Chalet entry door and keep the key to prevent its loss.
- 3.15. In case of loss of the Chalet key, the Client is obliged to immediately inform the Operator about this fact and wait in the Chalet or in its vicinity until the Operator arrives. In case of loss of the key, the Client is obliged to pay the Operator a compensation fee of EUR 30.00.
- 3.16. The Client is obliged to park locked vehicles in a designated free car park in front of the Accommodation Establishment.
- 3.17. The Client is obliged to sort municipal waste to the extent specified by the Operator, and for the storage of waste the Client is obliged to use the waste bins which are placed in the Chalet or the containers intended for storing waste belonging to the Chalet. In the evening, the Client is obliged to lock the containers intended for storing waste in the designated place near the Chalet, in order to prevent the access of wild animals or unauthorized people to the waste.

## CHAPTER 4 LIABILITY FOR VIOLATING ACCOMMODATION RULES CONTRACTUAL PENALTIES

- 4.1. The Operator is entitled to withdraw from the Agreement concluded with the Client as a result of a gross violation (hereinafter referred to as a "serious violation") of these Accommodation Rules. In the event of withdrawal from the Agreement for such a reason, the Operator has the right to charge the Client a cancellation fee in the amount and in the manner specified in the Operator's GTC.
- 4.2. Serious violation of these Accommodation Rules means in particular violating the prohibition of:
- welcoming visits and staying in the Chalet outside the allotted time,
  - respecting quiet hours in accordance with these Accommodation Regulations,
  - relocating the interior and exterior equipment of the Chalet,
  - using own electrical appliances with the exception of electrical appliances permitted by the Accommodation Rules,
  - smoking or handling an open fire in the Chalet or smoking outside the designated areas outside the Chalet,
  - bringing and keeping any animals in the Chalet,
  - violating any of the Client's obligations upon leaving the Chalet.
- 4.3. For violating the Client's obligations, which are specified in these Accommodation Rules, the Operator is entitled to charge the Client a contractual penalty, specifically:
- for violating the obligation specified in Section 3.6., Chapter 3 of the Accommodation Rules in the amount of EUR 500.00 per individual case,
  - for violating any obligations specified in the Accommodation Rules in the amount of EUR 100.00 per individual case.
- 4.4. The relevant provisions of the GTC apply to the procedure for withdrawal from the Agreement.



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## CHAPTER 5 LIABILITY FOR DAMAGE TO ITEMS BROUGHT INTO THE CHALET

- 5.1. The Operator's liability for things brought into the Chalet by the Client or brought into the Chalet for the Client is regulated in the GTC.
- 5.2. The Operator is liable for the entire damage to jewels, money and other valuables (hereinafter referred to as "Valuables") only up to the amount stipulated by the Regulation No. 87/1995 Coll. of the Slovak Government, implementing some provisions of the Civil Code, as amended, provided that the Chalet was properly locked and valuables were stored in safe deposit boxes located in the Chalet. On the date of validity and effectiveness of these Accommodation Rules, the maximum amount of damage represents EUR 332.00.
- 5.3. The Client is obliged to constantly use safe deposit boxes located in the Chalet for the storage of jewels, money and other valuables, in accordance with the written instructions for the operation of a safe deposit box and according to the instructions given by the Operator. The written operating instructions for the safe deposit box are stored inside the box. The Client is obliged to immediately report any technical problems with the safe deposit box to the Operator by telephone or personally, otherwise the Operator is not liable for any damage to valuables.
- 5.4. According to the GTC, the Operator does not perform special custody for the Clients and does not take over any items from the Clients for special custody. The use of the safe deposit box in the Chalet is not considered to be the custody of valuables by the Operator.
- 5.5. The Client must exercise the right to compensation for damages at the Operator without undue delay after discovering the damage, while this right expires if it was exercised later than the 15th day after the day when the aggrieved Client became aware of the damage.
- 5.6. As stated in the GTC, the Operator is not liable for any loss caused by damage or theft to the Client's vehicle, including its parts and accessories (roof boxes, bicycle racks, etc.) or any items located in the vehicle, which is parked in the car park in front of the Accommodation Establishment, as it is not a supervised car park and there is no contract between the Client and the Operator for the storage of a vehicle.

## CHAPTER 6 FINAL PROVISIONS

- 6.1. Accommodation Rules and legal relations established on the basis of the Accommodation Rules are governed by the legal order of the Slovak Republic.
- 6.2. If any provision of these Accommodation Rules is or becomes invalid, ineffective or unenforceable, such invalidity, ineffectiveness or unenforceability shall not apply to other provisions of these Accommodation Rules.
- 6.3. Only the competent court of the Slovak Republic is entitled to resolve any disputes arising from these Accommodation Rules.
- 6.4. These Accommodation Rules shall enter into force on the day of issue and shall take effect on April 1, 2021.
- 6.5. Service Price List is part of the Accommodation Rules in accordance with Section 754 (2) of the Civil Code.

In Východná on April 1, 2021  
On behalf of the Operator:

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Lukáš Kružliak  
CEO



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