



The Krivan Estate accommodation establishment

# GENERAL TERMS AND CONDITIONS

for the provision of accommodation at The Krivan Estate

ACCOMMODATION ESTABLISHMENT THE KRIVAN ESTATE  
The Medovka Chalet, The Dúška Chalet

ESTABLISHMENT CATEGORY AND CLASS Category 9 „Private Accommodation“, Class ☆☆☆

ESTABLISHMENT CONTACT DETAILS Website: [www.usadlostpodkrivanom.sk](http://www.usadlostpodkrivanom.sk)  
Email: [booking@usadlostpodkrivanom.sk](mailto:booking@usadlostpodkrivanom.sk)  
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 I DEFINITION OF TERMS AND CONTRACTING PARTIES

1.1. The Krivan Estate means 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 the “Accommodation Establishment” or “Chalet” or “Chalets”).

Accommodation establishment contact details:

Website [www.usadlostpodkrivanom.sk](http://www.usadlostpodkrivanom.sk)  
Email [booking@usadlostpodkrivanom.sk](mailto:booking@usadlostpodkrivanom.sk)  
Telephone +421 948 375 373

1.2. Operator of accommodation establishment means The Krivan Estate, s.r.o. company with its registered seat at Priemysel'na 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”), which has the status of a Landlord under Section 754 et seq. of Act No. 40/1964 Coll., Civil Code, as amended (hereinafter referred to as the “Civil Code”).

1.3. Client means a natural or legal person (hereinafter referred to as the “Client”), who has entered into a Chalet Accommodation Agreement (hereinafter referred to as the “Agreement”) and has the status of the client or accommodated person according to Section 754 et seq. of the Civil Code.

1.4. Contracting Parties in connection with the provision of services by the Accommodation Establishment mean:

- a) Operator
- b) and Client

(hereinafter referred to as the “Contracting Parties”).

1.5. Reservation means a binding reservation of the entire specific Chalet, which the Client makes in writing, through an online reservation system on the Accommodation Establishment’s website (hereinafter referred to as the “Reservation”).

1.6. Reservation Confirmation means the confirmation of the Reservation received from the Client, which is made by the Operator in writing via an online reservation system the Accommodation Establishment’s website (hereinafter referred to as the “Reservation Confirmation”).

1.7. Chalet Accommodation Agreement means an agreement concluded between the Client and Operator according to Section 754 et seq. of the Civil Code in such a way that the Client will make a Reservation, will pay an advance payment for the Services she / he has ordered and the system will automatically make the Reservation Confirmation. Upon delivery of the Reservation Confirmation to the Client, the Chalet Accommodation Agreement (hereinafter referred to as the “Agreement”) is concluded. Resulting from the Agreement, the Client shall have the right to temporary accommodation in a Chalet provided by the Operator for the agreed period and the Client is obliged to pay the agreed price to the Accommodation Establishment’s Operator. An accommodated person has the right under the Agreement to use the premises that have been reserved for her / his stay, as well as to use the Chalet’s common areas and to use the services, the provision of which is connected with the stay.

1.8. Online Reservation System of the Accommodation Establishment (hereinafter also referred to as the “Online Reservation System”) means an electronic system located on the Accommodation Establishment’s website allowing the Client to make a Reservation on the basis of mandatory data the Client shall enter into the system. Based on an advance invoice generated by the system, it also allows the Client to make an advance payment for the Services ordered by the Client, and to confirm the Reservation to the Operator.

Following mandatory data shall be entered by the Client into the Online Reservation System of the Accommodation Establishment:

- Name and Surname
- Permanent address
- Email
- Telephone number
- Length of stay (date of arrival and date of departure)
- Type of stay and range of services (stay package)
- Additional services to a stay
- Occupation (number of adults and children by age)
- Billing information (optional)
- Consent to the provision of personal data and consent to the general terms and conditions is mandatory

1.9. For the purposes of these GTC, the Service means all services provided by the Operator in the Accommodation Establishment, especially accommodation services, assistant services, including service brokering further specified in Chapter 4 of these GTC (hereinafter also referred to as the “Services”). The Service does not mean catering that can be provided by the Operator to the Client according to Client’s individual requirements, in the form of brokering with a catering provider (hereinafter also referred to as the “Cook”), i.e., delivery of cooked food or food delivery, including serving it by a chef in the Chalet’s dining rooms. The Client orders food from the chef’s menu, which is published on the Accommodation Establishment’s website and in each Chalet



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1.10. Accommodation Rules of the Accommodation Establishment means a written document in which the Operator elaborates accommodation conditions in the Chalets (hereinafter referred to as the "Accommodation Rules"). The Accommodation Rules are published on the Accommodation Establishment's website of the and in each Chalet. They are binding on Clients at the moment of registering for a stay in the Chalet.

1.11. Price List of the Accommodation Establishment means a price list of Services provided by the Operator in the Accommodation Establishment (hereinafter referred to as the „Price List“). The price list is part of the Accommodation Rules in accordance with Section 754 par. 2 of the Civil Code and is published on the website of the Accommodation Establishment.

1.12. Service Price means a price, the Client is obliged to pay to the Operator for the Services provided in the Accommodation Establishment in accordance with the Price List published on the Accommodation Establishment's website on the day of concluding the Agreement between the Client and the Operator unless the Contracting Parties agree otherwise (hereinafter the "Agreed Service Price"). The price list also includes the price for the provision of other services related to the accommodation Services, which the Client is obliged to pay to the Operator if ordered by the Client.

1.13. Complaints Procedure of the Accommodation Establishment means a written document in which conditions for making complaints about the Services provided in the Accommodation Establishment are processed by the Operator (hereinafter referred to as the "Complaints Procedure"). The Complaints Procedure is published on the Accommodation Establishment's website and in each Chalet and is binding on Clients at the moment of registering for a stay in the Chalet.

1.14. Force Majeure means, in particular, a natural or other unintentional, uncontrollable, unpredictable, unavoidable and insurmountable event (especially any weather conditions, etc.) that prevents the Operator from providing Services to the Client and it is not possible to reasonably assume that the Operator could anticipate, avert or overcome this event and its consequences.

## CHAPTER 2 INTRODUCTORY PROVISIONS

2.1. These General Terms and Conditions (hereinafter referred to as the "GTC") were issued by the Operator and their purpose is to regulate particularly:

- scope and characteristics of the Services provided in the Accommodation Establishment,
- rules for using the Accommodation Establishment's Online Reservation System,
- conditions of making a Reservation and conditions of cancelling a Reservation,
- rights and obligations between the Contracting Parties in the provision of Services further defined in these GTC
- payment terms for the Agreed Service Price.

2.2. Different arrangements in the Contract (it means a Reservation made by the Client and confirmed by the Operator through the Reservation Confirmation), including the amendments, on the basis of which the Services are provided to the Client, take precedence over the wording of the GTC.

2.3. These GTC are published on the Accommodation Establishment's website [www.usadlostpodkrivanom.sk](http://www.usadlostpodkrivanom.sk). The Operator reserves the right to unilaterally change the GTC. Each change to the GTC 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 it may take effect later after its publication as determined by the Operator in the relevant change to the GTC.

2.4. The Client is entitled to use the Services of the Accommodation Establishment only if she / he agrees with the GTC.

2.5. The Client is obliged to get acquainted with the valid and effective GTC published on the Accommodation Establishment's website at the time of Reservation, while by making the Reservation, the Client unconditionally agrees with the GTC.

2.6. Information obligations according to Section 10 (a) of Act No. 250/2007 Coll. on Consumer Protection and amendments to Act of the Slovak National Council No. 372/1990 Coll. on Offenses as amended are met by the fact that the relevant information is published in these GTC, in other Operator's documents, which are listed in Chapter 1, Section 1.10, 1.11 and 1.13 of these GTC, or in the Online Reservation System of the Accommodation Establishment.

## CHAPTER 3 RESERVATIONS, AGREEMENT CONCLUSION

3.1. When making a Reservation, the Client searches for current information about a specific Chalet according to the requirements entered in the Online Reservation System on the Accommodation Establishment's website (date of arrival, date of departure, etc.). Prices for the provision of Services in individual Chalets are listed in the Online Reservation System.

3.2. Subsequently, the Client makes the Reservation in writing through the Accommodation Establishment's Online Reservation System, while the system automatically generates an advance payment in the form of an advance invoice with the price of the Services ordered, which he is obliged to pay according to payment terms specified in Chapter 5 of these GTC. The Reservation becomes binding at the moment of crediting the advance payment to the Operator's bank account.



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3.3. Reservation Confirmation is made by the Operator in writing through the Online Reservation System only after checking free capacities in the Accommodation Establishment and after checking whether the Client has paid the calculated advance payment for the Services ordered. The Reservation Confirmation is also sent through the Online Reservation System by the Operator to the Client's e-mail address specified in the Reservation form.

3.4. Upon delivery of the Reservation Confirmation to the Client by the Operator, an Agreement is concluded between the Contracting Parties.

### CHAPTER 4 PROVIDED SERVICES

4.1. By concluding the Agreement, the Operator undertakes to provide the Client with Services to the extent agreed in the Agreement and the Client is obliged to pay the Operator the price agreed for the Services provided, and compensate for any damage caused in connection with the use of the Services.

4.2. The Operator provides Services to Clients in two separate Chalets:

- a) The Medovka Chalet
- b) and The Dúška Chalet

4.3. The Operator provides Services to Clients to the extent assigned to three tiers of Services:

- a) Standard package,
- b) Premium package,
- c) Luxury package.

4.4. In addition to accommodation, the Standard package includes:

- a) one-off welcome pack with food that is handed to the Client upon check-in in the Chalet,
- b) personal assistant services providing assistance with arranging car rental and, depending on the current season - arranging ski rental, including ski equipment - or bicycles, including bicycle equipment
- c) Chalet cleaning and linen change (bed linen, towels, tea towels) once a week.

4.5. In addition to accommodation, the Premium package includes:

- a) one-off welcome pack with food that is handed to the Client upon check-in in the Chalet,
- b) arranging daily delivery of freshly cooked food in the event that the Client uses the opportunity to order food from a chef through the Operator according to Chapter 1, Section 1.9 of the GTC,
- c) personal assistant services providing assistance with arranging car rental and, depending on the current season - arranging ski rental, including ski equipment - or bicycles, including bicycle equipment; further assistance with arranging reservation of a table in a restaurant; reservation of tickets for an event and/or attraction; and with arranging transportation of the Client from the airport in Poprad or from a bus/railway station within the distance of 50 km from the Chalet and back,
- d) Chalet cleaning and linen change (bed linen, towels, tea towels) once every three nights.

4.6. In addition to accommodation, the Luxury package includes:

- a) one-off welcome pack with food that is handed to the Client upon check-in in the Chalet,
- b) arranging daily delivery of freshly cooked food in the event that the Client uses the opportunity to order food from a chef through the Operator according to Chapter 1, Section 1.9 of the GTC,
- d) personal assistant services providing assistance with arranging car rental and, depending on the current season - arranging ski rental, including ski equipment - or bicycles, including bicycle equipment; further assistance with arranging reservation of a table in a restaurant; reservation of tickets for an event and/or attraction; and with arranging transportation of the Client from the airport in Poprad or from a bus/railway station within the distance of 50 km from the Chalet and back,
- d) arranging taxi service for the entire period of providing the Services,
- e) daily cleaning of the Chalet and linen change (bed linen, towels, tea towels).

4.7. The price for the provided Services, which were arranged through a personal assistant within a specific package, including consumption in a restaurant where the reservation was made, and the ticket prices for events and / or attractions (ticket prices), which were reserved by a personal assistant, are paid by the Client herself / himself directly to a service provider on the basis of a separate legal relationship concluded with the relevant service provider. The Operator is not liable for the availability of these services, their quality and the conduct of provision of these services by the provider. The Operator is also not liable for any damage incurred by the Client in connection with the use of the providers' services.

4.8. The Accommodation Establishment provides accommodation under the conditions specified in the Accommodation Rules and in the following Sections of this Chapter of these GTC.



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4.9. The Client has the right to stay in the Chalet and use its Services from 02:00 p.m. on the first day of the agreed period of provision of Services, no later than 10:00 a.m. on the last day of the agreed period of provision of Services. The Client is obliged to hand over the Chalet to the Operator properly cleaned and 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 performance of this obligation, she / he is obliged to pay the Operator a relevant price for accommodation for each day of delay according to the Accommodation Establishment's Price List.

4.10. If the Client did not check in at the Chalet by 24:00 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. According to the availability of the Client, the Operator is obliged to inform her / him about this fact by telephone and subsequently, without undue delay, by delivering the withdrawal from the Agreement in writing by email stated by the Client in the Reservation form.

4.11. The Client is obliged to inspect the Chalet without undue delay after taking it over from the Operator for temporary use and to report any shortcomings, irregularities or reservations to the Operator immediately after finding them. The Client is also obliged to proceed the same way in the event she / he discovers any damage to the Chalet or its inventory.

4.12. In the event that 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 for the damage to the Chalet or its inventory. The Client is also obliged to compensate the Operator for 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.

4.13. Contact details of the Operator's responsible employees for all purposes stated in these GTC, including the purpose stated in this Chapter, are published on the Accommodation Establishment's website and in each Chalet.

4.14. The Operator is not liable for non-provision of Services due to Force Majeure.

4.15. The Client is obliged to park her / his locked vehicles in a designated free car park in front of the Accommodation Establishment.

## CHAPTER 5 SERVICE PRICE, PAYMENT TERMS

5.1. For the Services provided the Client is obliged to pay the Operator an agreed price, which is the price stated in the Price List, unless the Contracting Parties agree otherwise. The Operator has the right to request an advance payment of up to 100% of the price of ordered Services to be made by the Client within the reservation process.

5.2. Based on an advance invoice generated via the Online Reservation System, the Client pays the price for the ordered Services cashless in the form of advance payment of the amount of 100% of the price of ordered Services to the Operator's bank account specified in the advance invoice, without undue delay after the Reservation, but no later than five working days after the Reservation. When making the payment, the Client uses the symbols listed in the Online Reservation System.

5.3. Prices for the Services listed in the Price List are final, including value added tax and municipal accommodation tax, which is paid to the relevant municipality.

5.4. The Operator may change the price of the Services compared to the Price List after concluding the Agreement or during the stay only if the Client additionally changes the length of stay in the Chalet and / or the scope of the provided Services with the consent of the Operator.

5.5. Final billing for the Services provided is performed by the Operator at the Accommodation Establishment's reception on the final day of stay and the Client's departure from the Accommodation Establishment. The basis for the billing is an invoice or a statement of compensation for damage caused by the Client, which must have the requisites of a proper tax document. If, with the consent of the Operator, the scope of Services provided has been extended during the stay and the Client pays a surcharge for the Services in cash or pays compensation for damage in cash, the billing document from the Operator's cash register is part of the final billing. The surcharge or invoiced compensation for damage may also be paid cashless to the Operator's bank account stated in the invoice using a credit / debit card. For the purposes of these GTC, payment made by debit / credit card is considered a cashless method of payment. In the case of cashless payment, the payment means crediting of funds to the Operator's bank account.

5.6. If the Client wishes an invoice to be issued in favour of a legal entity or a natural person - entrepreneur, she / he is obliged to inform the Operator of this fact when making a Reservation through the Accommodation Establishment's Online Reservation System, where accurate and correct invoicing data of the legal entity business name, registered office, CRN, TAX ID, VAT ID, entry in the commercial register, bank account) or natural person - entrepreneur (business name, place of business, CRN, TAX ID, VAT ID, registration in a trade license or other register, bank information) shall be entered. Any change is not possible once the stay has been paid.





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5.7. The Operator is entitled to require the Client to pay an accommodation deposit in the amount of EUR 200.00 when making the Reservation or during the stay. The accommodation deposit is used to pay any receivables of the Operator incurred in connection with the provision of Services to the Client, such as compensation for damage caused by the Client or other obligations of the Client. The basis for the use of accommodation deposit is the final billing made by the Operator and delivered to the Client at the end of stay. If the amount is lower than accommodation deposit, the Operator shall return the balance to the Client on the day of the Client's departure after the termination of the provision of Services. If the amount of the deposit is lower than the Operator's receivables and the Client does not pay the receivables exceeding the amount of deposit, the Operator will recover the receivables, including accessories (interest on arrears, court fees, solicitor's fees) in accordance with generally binding legal regulations of the Slovak Republic.

### **CHAPTER 6 WITHDRAWAL FROM THE CONTRACT BY THE CLIENT, CANCELLATION FEE**

6.1. The Client is not entitled to withdraw from the Agreement in accordance with Section 7 (6) (k) of Act No. 102/2014 Coll. on consumer protection in the sale of goods or provision of services on the basis of a distance contract or off-premises contract and amending certain acts.

6.2. The Client has the right to unilaterally withdraw from the Agreement and not to use the provision of Services in the Accommodation Establishment only under the conditions specified in the following Sections of this Chapter of these GTC.

6.3. If the Client unilaterally withdraws from the Agreement and does not use the provision of Services in the Accommodation Establishment within more than 14 calendar days (inclusive) before the first day of the agreed period of provision of Services, no cancellation fee applies.

6.4. If the Client unilaterally withdraws from the Agreement and does not use the provision of Services in the Accommodation Establishment within 13 calendar days (inclusive) to 7 calendar days (inclusive) before the first day of the agreed period of provision of Services, she / he will pay the Operator a cancellation fee of 50% of the Service Price agreed according to the Price List at the time of concluding the Agreement, and quantified in the Online Reservation System when making the Reservation.

6.5. If the Client unilaterally withdraws from the Agreement and does not use the provision of Services in the Accommodation Establishment less than 7 calendar days before the first day of the agreed period of Services, she / he will pay the Operator a cancellation fee of 100% of the Service Price according to the Price List at the time of concluding the Agreement and quantified in the Online Reservation System when making the Reservation.

6.6. In the event of the Client's withdrawal from the Agreement pursuant to Section 6.3 of this Chapter of the GTC, the Operator shall return to the Client the full amount of the advance payment for the price of Services through cashless bank transfer to the bank account from which the advance payment for the price of Services has been paid by the Client, no later than 30 calendar days from the date of delivery of the withdrawal from the Agreement, while all bank charges associated with the return of money shall be borne in full by the Client.

6.7. In the event of the Client's withdrawal from the Agreement pursuant to Sections 6.4 and 6.5 of this Chapter of the GTC, the Operator shall send the Client a written notice of the Operator's right to a cancellation fee qualifying its amount, while the Operator is entitled to unilaterally set-off a cancellation fee against the advance payment paid by the Client for the price of Services or its parts. The Operator is entitled to send a written notification pursuant to this Section of the GTC along with the notification of the unilateral set-off to the Client in writing to the address specified by the Client upon Reservation or electronically to the Client's email address specified upon Reservation. The Operator shall return to the Client the amount exceeding the mutual receivables of the Client and the Operator through cashless bank transfer to the bank account from which the advance payment for the Services has been paid by the Client, no later than 30 calendar days from the date of delivery of the withdrawal from the Agreement, while all bank charges associated with the return of money shall be borne in full by the Client.

### **CHAPTER 7 WITHDRAWAL FROM THE CONTRACT BY THE CLIENT, CANCELLATION FEE**

7.1. The Operator is entitled not to enter into an Agreement with the Client if:

- a) the Client has not paid the advance payment for the price of the Services properly and on time as agreed through the Online Reservation System in accordance with these GTC,
- b) the Client has made the Reservation of Services using false and incorrect data,
- c) the Client has outstanding liabilities towards the Operator, in any amount and for any reason.

7.2. The Operator is entitled to withdraw from the Agreement and not to provide the Client with Services if:

- a) the Client has outstanding liabilities towards the Operator, in any amount and for any reason,
- b) the Agreement was concluded on the basis of a Reservation made by the Client with false or incorrect data,
- c) there are circumstances for which the Operator is not liable, e.g., Force Majeure circumstances for which it is not possible to perform the obligations under the Agreement,
- d) the Operator has a credible reason to believe that the provision of Services in the Accommodation Establishment might endanger the proper operation of the Accommodation Establishment's safety and / or the Client's safety and / or the reputation of the Accommodation Establishment and / or the Operator.





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- e) the Client, despite the Operator's oral warning, gravely violates good manners and / or otherwise gravely violates her / his obligations under the Agreement during her / his stay in the Chalet,
- f) the Client gravely violates these GTC and / or the Accommodation Rules,
- g) the Client has not checked-in at the Chalet by 24:00 on the first day of the agreed period of providing the Services.

7.3. If the Operator withdraws from the Agreement for reasons on the side of the Client that are listed in Section 7.2 (a), (b) and (d) of this Chapter of the GTC, the Operator has the right to charge the Client a cancellation fee in the amount of 100% of the Service Price agreed in the Agreement according to the Price List and could not have been provided to the Client due to withdrawal from the Agreement if the reason for withdrawal from the Agreement was identified by the Operator within the period shorter than 7 calendar days before the first day of the agreed period of provision of Services or during the provision of Services.

7.4. If the Operator withdraws from the Agreement for reasons on the side of the Client that are listed in Section 7.2 (e), (f) and (g) of this Chapter of the GTC, the Operator has the right to charge the Client a cancellation fee in the amount of 100% of the Service Price agreed in the Agreement according to the Price List and could not have been provided to the Client due to withdrawal from the Agreement.

7.5. If the Operator withdraws from the Agreement pursuant to this Chapter of the GTC, the Operator shall send the Client a written withdrawal from the Agreement, stating the reason for withdrawal pursuant to this Chapter of the GTC. In the cases listed in Section 7.2 (a), (b), (d), (e), (f) and (g) of this Chapter, the Operator, in addition to the withdrawal from the Agreement, shall send a notification on the exercise of the right to a cancellation fee and the quantification of its amount pursuant to this Chapter of the GTC, while the Operator is entitled to set-off the cancellation fee against the advance payment paid by the Client for the Service Price by unilateral set-off. Pursuant to this Chapter of the GTC, the Operator is entitled to send the withdrawal from the Agreement in writing to the Client to the address specified by the Client upon the Reservation or electronically to the Client's email address specified upon the Reservation or to deliver it to the Client in person. Withdrawal from the Agreement is effective on the day of its delivery to the Client.

7.6. In the case of withdrawal from the Agreement by the Operator for the reason listed in Section 7.2 (c) of this Chapter of the GTC or in the case of non-conclusion of an Agreement with the Client for the reasons listed in 7.1 (b) and (c) of this Chapter of the GTC, The Operator will return to the Client the full amount of the advance payment for the Service Price through cashless bank transfer to the Client's bank account from which the advance payment has been paid for the Service Price, no later than 30 calendar days from the date of delivery of the withdrawal from the Agreement, while all bank charges associated with the return of money shall be borne in full by the Client.

## CHAPTER 8 CLIENTS' PERSONAL DATA PROTECTION

8.1. Any personal data provided by the Clients to the Operator through the Online Reservation System upon making a Reservation, in any form at the conclusion of the Agreement, or in person at the Chalet or provided to the Operator in connection with the provision of Services or in the process of providing Services on the basis of the Agreement concluded, will be processed in accordance with the requirements of REGULATION (EU) 2016/679 OF THE EUROPEAN PARLIAMENT AND OF THE COUNCIL of 27 April 2016 on the protection of persons with regard to the processing of personal data and on the free movement of such data and repealing Directive 95/46 / EC (hereinafter referred to as "GDPR") as well as Act no. 18/2018 Coll. on personal data protection.

8.2. The full wording of information on the processing of Clients' personal data by the Operator is published on the Accommodation Establishment's website. The Client's consent to the processing of personal data is resolved within the Reservation through the Online Reservation System.

## CHAPTER 9 LIABILITY FOR DAMAGES TO ITEMS BROUGHT INTO THE CHALET

9.1. The Operator is liable for damage caused to property brought into the Chalet by the Client or brought into the Chalet for the Client pursuant to Sections 433 and 436 of the Civil Code, unless the damage might have occurred otherwise. Brought-in items means items carried into the premises of the Chalet, which are reserved for accommodation or storage of belongings.

9.2. The Operator is liable for the total damage to jewels, money and other valuables (hereinafter referred to as "Valuables") only up to the amount stipulated by the Regulation of the Government of the Slovak Republic No. 87/1995 Coll., which implements some provisions of the Civil Code, as amended, provided that the Chalet was properly locked and valuables were stored in safe deposit boxes which the Chalets are equipped with. Details on the Clients' obligations to use a safe deposit box for storing valuables are set out in the Accommodation Rules.

9.3. The Operator does not perform special custody for the Clients and does not take over any items from the Clients for special custody.

9.4. The Client must exercise the right to compensation with the Operator without undue delay after discovering any damage, and the right expires if it has not been exercised no later than the 15th day after the day on which the aggrieved Client became aware of the damage.

9.5. The Operator is not liable for any damage or theft to the Client's vehicle, including its parts and accessories (roof boxes, bike racks, etc.) or any items in the vehicle, which is parked in a car park in front of the Accommodation Establishment, as it is not supervised, and there is no contract for storage of the vehicle between the Client and the Operator.



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## CHAPTER 10 ALTERNATIVE DISPUTE RESOLUTION (ADR)

10.1. If a buyer – consumer is not satisfied with the way the seller handled the consumer’s complaint or if the consumer believes the seller has infringed his rights, the consumer has the right to contact the seller with a request for redress by email to [booking@usadlostpodkrivanom.sk](mailto:booking@usadlostpodkrivanom.sk). If the seller responds to this request in the negative way or does not respond to it within 30 days of its dispatch, the consumer has the right to file a motion to initiate alternative dispute resolution to the subject of alternative dispute resolution (hereinafter referred to as the ADR entity). ADR entities are bodies and authorized legal entities according to Section 3 of Act 391/2015 Coll. The consumer may submit the proposal in the manner specified pursuant to Section 12 of Act 391/2015 Coll. The consumer can also file a complaint to the subjects of alternative dispute resolution RSO that are available at [https://ec.europa.eu/info/policies/consumers\\_en](https://ec.europa.eu/info/policies/consumers_en). Alternative dispute resolution can be used only by the consumer - a natural person who does not act within the scope of her / his business activity, employment or profession when concluding and fulfilling a consumer contract. Alternative dispute resolution only concerns a dispute between a consumer and a seller arising out of or in connection with a consumer contract. Alternative dispute resolution only applies to distance contracts. Alternative dispute resolution does not apply to disputes where the value of the dispute does not exceed EUR 20. The ADR entity may require the consumer to pay a fee for initiating ADR up to a maximum of EUR 5 including VAT.

## CHAPTER 11 DELIVERY AND FINAL PROVISIONS

11.1. All acts and claims arising from these GTC must be performed in the form specified in these GTC for an individual act or claim. The submission is considered to have been duly made if it has been delivered to the addressee by registered mail, in person or electronically by email. As far as the Operator is concerned, the submission shall be submitted to an email address specified in these GTC; and as far as the Operator is concerned, the submission shall be submitted to an email address specified in the Reservation form. A submission delivered by mail will be deemed to have been delivered on the day indicated on the delivery note or other document used by a carrier for this purpose, if it has been returned to the sender. If such a document is not returned to the sender, the day of delivery will be deemed to be the 20th day, starting on the day the submission was handed over to the courier for transport, regardless of whether the addressee was acquainted with the submission. If the delivery of the submission could not be performed by a carrier for reasons on the part of the addressee, the day of delivery will be considered the day on which such a document will be returned to the sender with the indicated reason why the delivery could not be delivered. The sender shall prove the sending of the submission by a delivery note or other similar document used in contact with the carrier. In the case of a submission delivered in person, the day of delivery will be considered to be the day on which the submission was demonstrably delivered to the addressee. In the event that the addressee refuses to accept the submission personally delivered, the day on which the addressee refused to accept the submission personally delivered will be considered the day of delivery. In the case of electronic delivery by email, the day of delivery is considered to be the day of sending the electronic message. Any submission by email is considered delivered on the day of sending the electronic message by the Operator to the Client's email address specified in the Reservation form, even if stated incorrectly by the Client, regardless of the reason of such inaccuracy.

11.2. These GTC and the legal relations established on the basis of the GTC are governed by the law of the Slovak Republic.

11.3. If any provision of these GTC is or becomes invalid, ineffective or unenforceable, such invalidity, ineffectiveness or unenforceability shall not apply to other provisions of these GTC.

11.4. Only the competent court of the Slovak Republic is entitled to resolve any disputes arising from these GTC and the Agreement.

11.5. These GTC shall enter into force on the day of issue and shall take effect on April 1, 2021

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

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Lukáš Kružliak  
CEO