



# Terms and Conditions

## Hotel Château Gbeľany

Hlavná 140, 013 02 Gbeľany

### Article I.

#### Introductory provisions, purpose, scope of validity

1. The operator of the Hotel Château Gbeľany, Hlavná 140, 013 02 Gbeľany (hereafter "hotel") is the company Kaštieľ Gbeľany s.r.o., with its seat at Hlavná 140, 013 02 Gbeľany, ID number: 44122047, registered in the Business Register of the District Court of Bratislava I, section: Sa, insert no.:5012/B.

2. The purpose of these terms and conditions (hereafter "T&C") is to form a legal framework for relations between the hotel operator and its clients, with the aim of providing information to the client concerning the conditions of the services provided.

3. These terms and conditions form an intrinsic part of every contract (agreement) and order, the subject of which is on the one side the hotel's commitment to provide the client with certain services, and on the other side the client's commitment to pay the agreed price for the services provided.

4. These terms and conditions become binding for the hotel on the day of their publication and for the client at the moment when the service is ordered.

### Article II.

#### Definition of terms

Pre účely tejto zmluvy sa rozumie:

For the purposes of this contract, the following definitions apply:

a) a **Client** is any physical or legal entity which concludes a contract on the provision of services with the hotel or sends the hotel a binding order,

b) the **Hotel** is a building called Hotel Château Gbeľany, Hlavná 140, 013 02 Gbeľany (hereafter "hotel") is the company Kaštieľ Gbeľany s.r.o., with its seat at Hlavná 140, 013 02 Gbeľany, ID number: 44122047, registered in the Business Register of the District Court of Bratislava I, section: Sa, insert no.:5012/B,

c) the **Contracting parties** are the hotel and the clients,

d) a **Service** is any service provided by the hotel in accordance with its business activity, particularly accommodation, restaurant, wellness, fitness, bowling and congress services,

e) an **Individual client** is 1 to 5 people who order hotel services together or reserve an accommodation in the hotel with the same arrival and departure dates,

f) a **Group** is 6 or more people who order hotel services together or reserve an accommodation in the hotel with the same arrival and departure dates,

g) an **Event** is a social event attended by a larger group of people and associated with the provision of several types of hotel services,



h) an **Event Organiser** is any physical or legal entity which organises an event, in technical or any other terms, in the name or interest of a client and enters into a contract with the hotel for this purpose. Unless otherwise agreed, it is assumed that the person ordering the event (client) is its organiser.

i) **The moment of payment** is the moment when the authorised person has the opportunity to dispose of the payment, i.e. the day the payment is credited to the account, or is paid at the cash desk etc;

j) a **Damage** is the actual damage and lost profit. Damages are compensated in monetary terms; if the authorised party demands it, however, and where possible, the damages are compensated by being returned to their previous state.

### **Article III.**

#### **Conclusion of a contract**

1. The conclusion of a contract is understood mainly as an agreement on the provision of services between the client and the hotel, arising on the basis of the client's request confirmed by the hotel. The request according to the previous sentence (hereafter "order") is made by the client to the hotel in person, by telephone, in writing, by fax or by email. The contractual relationship begins with the confirmation (in writing, by fax or by email) of the client's order by the hotel.

2. By concluding a contract, the hotel binds itself to provide the client with the services of the agreed extent and quality, and the right also arises for the hotel to demand the payment of the agreed amount from the client, and the compensation of any damages caused in relation to the use of the hotel services.

3. In the case of group or regularly recurring orders, the contracting parties are authorised to conclude a written framework agreement; if the contracting parties have concluded a written contract and this contract or a part of it is not in accordance with the provisions of the terms and conditions, the provisions of such a contract take priority over the provisions of these terms and conditions. The validity of these terms and conditions, however, is not affected. This also applies in the case of individual contracts.

4. The contract can also be concluded by means of a mediator, in which case the mediator himself acts as liable person vis-à-vis the hotel, unless the hotel gives its written agreement to a change in the liable person.

### **Article IV.**

#### **Accommodation services - individual clients**

1. The hotel is obliged to make the reserved rooms available to the client from 14.00 on the agreed day of arrival; the client is entitled to the preparation of a reserved room before this time only if the hotel gave its agreement before concluding the contract. The client does not have the right to choose a particular room, except where this has been agreed with the hotel.

2. The client must leave the room on the agreed departure date by 11.00 at the latest, unless agreed otherwise. If the client leaves the room after this time, the hotel is entitled to charge the amount of 50% of the full room rate until 14.00 on the day of departure; and 100% of the full room rate after 14.00 due to late checkout.

3. A client who check-in the room in the hotel before 6.00 must pay the accommodation costs for the whole preceding night.



4. The client is not entitled to ask the hotel for a proportional reduction from the price of accommodation if he does not use the services provided by the hotel as set out in points 1 and 2 of this article of these terms and conditions.

5. The hotel must allow the client to deposit valuables or objects of a high financial, social or intellectual value in a safe place (in the hotel safe). If the client does not use this right, the hotel holds only a limited responsibility for any damages caused by loss, misuse, damage, theft or any other cause. The client's right to use the room safe is not affected by the latter.

6. The client's stay in the hotel is subject to the Hotel Rules and Regulations of the hotel Château Gbelany and the hotel's Operational Regulations. Each set of regulations is binding for hotel guests.

7. On moving in to the room, guests must inform the hotel's reception of any defects, discrepancies or objections immediately after their discovery.

8. Guests must also act in the same way if they notice any damage to the room or its contents. If the hotel discovers any damage to the room or its contents after the end of the client's stay, and if the client did not inform the hotel's reception of these facts, the client must compensate the hotel for the damage to the room or its contents to their full amount.

9. The hotel is authorised to ask the client to fill in a guarantee form which includes the client's credit card details. The reservation is considered guaranteed by the hotel once the guarantee form is filled in (hereafter "guaranteed reservation").

#### **Article V.**

##### **Accommodation services – groups**

Unless otherwise mentioned in this article, the provisions of article IV. Of these terms and conditions are also applicable to the accommodation conditions for groups.

1. On the day of arrival the group must leave all the rooms until 10.00.

2. The charges for the later checkout are the same as in point 2. of the Article IV of these Terms and Conditions.

#### **Article VI.**

##### **Events**

1. Where there is a difference of over 10% in the numbers of people attending an event, the hotel is entitled to revise and change the agreed price. In order to ensure and prepare the event properly, the organiser must inform the hotel of the final number of attendees at the latest 3 working days before the date of the event.

2. In the event of a change in the extent of services provided by the hotel, for reasons lying on the side of the client, the hotel provides an increase in the extent of services provided according to its own possibilities. However, the client does not have a legal right to an increase of the extent of services provided.

3. Where there is an increase in the estimated number of participants, the basis for the calculation is the actual number of participants. An increase of over 5% must be agreed in advance with the hotel.



4. For events which last until after 22.00, the hotel is entitled to invoice a service supplement from 22.00 based on the services or goods provided, according to the hotel price list, except if the agreed fee already takes into account an event lasting until after 22.00. Special conditions are applicable to weddings mentioned in the concluded contract between the client and the hotel.
5. The event organiser, or customer, are not entitled to bring their own food or drinks to the event, except in the case where this is explicitly agreed in written form with the hotel. In such cases, the hotel is entitled to invoice the organiser with a service fee, or a fee for opening bottles.
6. The event organiser, or customer must pay together and without difference for food and drinks ordered by the event participants outside the frame of the agreed price calculation.
7. The event organiser, or customer must pay together and without difference for services ordered by the event participants outside the frame of the agreed price calculation.
8. During events, the organiser, or customer must settled obligations arising from a violation of copyright. The hotel bears no responsibility for any violation of intellectual property rights.
9. The event organiser, or customer must inform the hotel without delay if the event might disturb public order and limit or pose a threat to the interests of the hotel and other clients in the hotel. The hotel is entitled to carry out appropriate measures to limit such a situation and the client must accept them.
10. Any advertisements in printed or electronic media, advertisements and notices aimed at the general public, particularly information on political, religious and commercial events being held which indicated any type of relationship with the hotel which might damage the good name of the hotel or might take advantage of its reputation require the prior written agreement of the hotel.
11. If the hotel acquires technical, electrical or other equipment from third parties based on a request by the event organiser or the person placing the order, it always negotiates in the name of and for the account of the event organiser or customer.
12. The use of the organiser's or customer's own technical, electronic or electric equipment using the hotel's electronic or other cable distribution networks, requires the agreement of the hotel. The hotel reserves the right to charge a fee for such tools and equipment which increase the costs for energy supply or hotel running costs more than usual. If the use of such equipment causes breakdowns or damage to the hotel's technical or other equipment, the event organiser or its customer must together and without difference cover the costs associated with returning them to their original state. The hotel reserves the right to carry out at its own costs, using its employees or third parties, a check of such equipment and measures to prevent such a situation, and the client must accept these measures.
13. The event organiser or customer is fully responsible for the safety of the event organiser or customer's technical, electronic or electrical equipment used.
14. Any decorative materials or items brought to the event by the event organiser or customer must meet with the legal fire safety regulations. In relation to this the hotel is entitled to demand the opinion of the relevant public administration bodies. In the interests of avoiding any possible damage, the event organiser or customer must agree with the hotel on the installation and layout of objects in advance.



15. Any decorative materials and items must be removed by the event organiser or customer immediately after the end of the event, unless agreed otherwise. If this obligation is not met, the hotel is entitled to invoice a rental cost according to the current price list of services as long as the decorative materials and items remain in the room. The hotel is also entitled to remove and store these items at the cost of the event organiser or customer.

## **Article VII.**

### **Purchase and validity of gift vouchers**

1. A client may purchase a gift voucher at the main hotel reception desk based on the current price list.
2. The subject of the gift voucher can be accommodation, wellness services, restaurant services, bowling, fitness or special packages.
3. The payment for the gift voucher takes place directly at the main reception desk in cash or by card. With the agreement of the hotel, the client may pay for the gift voucher by bank transfer. After the payment, the hotel sends the gift voucher to the address given by the client.
4. The period of validity of the voucher is a maximum of 12 months from the issue date. An exception is made for gift vouchers whose validity has been individually agreed upon with the client.
5. The validity of a gift voucher cannot be extended.
6. After purchase, a gift voucher cannot be exchanged for cash and cannot be returned.

## **Article VIII.**

### **Prices for services provided by the hotel and payment terms**

1. The client must pay for the agreed price for the services he used; this also applies to the services of the hotel which the hotel provided to third parties based on an explicit demand by the client.
2. Unless agreed otherwise, the agreed price which the client must pay for the ordered hotel services is based on the current hotel price list. The hotel must provide the client with a price list on request at the hotel reception.
3. The hotel may change the contractually agreed price only if the client subsequently changes, with the agreement of the hotel, the number of reserved rooms, the extent of the hotel services, the length of the stay etc.
4. The hotel is entitled to demand payment in advance when concluding a contract. The amount of the advance payment and the dates of the advance payment can be agreed upon in writing in the contract.
5. If the client is late with his payment, the hotel is entitled to demand interest for late payment at the legal rate on the outstanding amount for every day of late payment. This does not affect the right to compensation for damages. If a client is late for payment after a written warning from the hotel, he loses the right to any reduction provided in relation to the services ordered, and the hotel is entitled to charge the full ordinary amount without any reduction. In this case, the client must pay the hotel the provable costs laid out for the services provided without any reductions and advantages.



6. Payment by credit card is possible before and after the use of the hotel services, based on the information provided by the client which is necessary for carrying out the payment. The hotel reserves the right to invoice subsequently any differences to the client's credit card (e. g. consumption from the minibar, compensation for damages, fines etc.), for which the client gives his explicit consent when placing an order; in this case, the hotel must inform the client in writing of any subsequent invoicing of differences to the client's credit card and of the reasons for this additional invoicing.

## **Article IX.**

### **Advance payment for services**

1. Unless otherwise agreed in writing with the hotel, the hotel is entitled to demand an advance payment as follows:

a) For an event for up to 50 people 75% of the total price of the services ordered (following a price offer which has been agreed upon), at the latest 14 days before the beginning of the event.

b) For an event for over 50 people 75% of the total price of the services ordered (following a price offer which has been agreed upon), at the latest 30 days before the beginning of the event.

2. The payment of the advance payment is confirmation of the binding nature of the contract. In the event of a cancellation, the advance payment is returned according to the cancellation conditions.

3. If the advance payment is not paid on time, the hotel reserves the right to cancel the reservation without prior warning.

## **Article X.**

### **Conditions for cancellation – group, individual clients**

1. The client has the right to cancel at any time the services or event ordered. The cancellation must be in writing and in sufficient advance.

2. The hotel requires a fixed form of compensation in the form of a cancellation fee which is determined as a percentage of the advance payment for the services of event, depending on the time between the date of the cancellation of the service or event and the planned beginning of the service or event to be provided.

3. **For events** which were bindingly reserved, see article IX, point 1 of these terms and conditions, the hotel is entitled to invoice the following cancellation fees:

|   |  |
|---|--|
| in the case of the cancellation of the reservation at least 31 days before the beginning of the event | The hotel does not charge a cancellation fee         |
| in the case of the cancellation of the reservation 30 to 8 days before the beginning of the event     | 30 % of the total amount of the rental and services  |
| in the case of the cancellation of the reservation 7 to 2 days before the beginning of the event      | 70 % of the total amount of the rental and services  |
| in the case of the cancellation of the reservation 1 to 0 days before the beginning of the event      | 100 % of the total amount of the rental and services |



4. For the accommodation of individual clients, the hotel is entitled to charge the following cancellation fees:

#### Individual clients

|  |  |
|--|--|
| In the case of a cancellation of the reservation up to 48 hours before the planned arrival                           | The hotel does not charge a cancellation fee |
| In the case of a cancellation of the reservation up to 24 hours before the planned arrival                           | 50% of the price of the first night          |
| In the case of a cancellation of the reservation on the day of arrival, or without giving notice of the cancellation | 100% of the price of the first night         |

#### Group clients

|  |  |
|--|--|
| In the case of a cancellation of the reservation up to 14 days before the planned arrival        | The hotel does not charge a cancellation fee |
| In the case of a cancellation of the reservation up to 13th – 7th day before the planned arrival | 50% of the price of the first night          |
| In the case of a cancellation of the reservation less than 7 days before the planned arrival     | 100% of the price of the first night         |

A reservation guaranteed by credit card is kept on the day of arrival. To guarantee a reservation, the correctly filled-in guarantee form must be sent.

5. In the event of a partial cancellation of services or an event (e.g. a decrease in the number of people, a shortened stay or reduced extent of services) by more than 30 % of the total value of the order, the cancellation fee only applies to the difference between the original price and the new price calculated after taking into account the partial cancellation fee.

6. Unless the contracting parties agree otherwise, in the event of a change in date to a guaranteed reservation, the hotel is entitled to demand a cancellation fee which is determined as a percentage of the set price of the services and event, depending on the time between the date of the change of date and the planned beginning of the services provided or the event; the cancellation fee is calculated using the provisions stated above in this article.

7. A change to a guaranteed reservation increasing the number of rooms, number of guests, length of stay and other requested services, without a change of date, is not subject to a cancellation fee.

8. If the hotel is entitled to a cancellation fee, the hotel must send the client within 14 days of the right to a cancellation fee arising, a notice with a calculation of the amount of the cancellation fee and the date when it is due.

9. The costs for technical equipment, decoration etc. ordered by the hotel which are provided



by an external company for the needs of the event are covered fully by the client to the extent of the costs incurred by the hotel and which cannot be covered by a different use.

10. In exceptional cases (illness, death etc.), the hotel can forgo the right to a cancellation fee, based on proof of a serious reason for the stay or event being cancelled.

## **Article XI.**

### **Withdrawal from the contact by the hotel**

1. The hotel is entitled to withdraw from the contract only if:

- a) this right was agreed in writing with the client for the reasons given in the contract,
- b) the client does not insist on the hotel meeting the contract,
- c) the client has obligations to the hotel past their due date,
- d) a payment in advance or an advance payment was agreed at the time of reservation, and the client did not meet its obligation on time, however the hotel can withdraw at the latest until the moment the client meets the obligation,
- e) circumstances occur for which the hotel is not responsible, and which make the fulfilment of the contract impossible
- f) the rooms were reserved by providing misleading or incorrect client details, or other essential facts.
- g) the hotel has a justified reason to believe that the use of the hotel services might pose a threat to the correct operation of the hotel, the safety or the seriousness of the hotel towards the public without it being possible to ascribe it to the hotel.

2. If the client has paid an advance payment of the amount of at least 75%, the hotel is entitled to withdraw from the contact only if:

- a) this right was agreed in writing with the client for the reasons given in the contract,
- b) the client does not insist on the hotel meeting the contract,
- e) circumstances occur for which the hotel is not responsible, and which make the fulfilment of the contract impossible

3. In the case of a justified withdrawal by the hotel, the client has no right to compensation for damages.

## **Article XII.**

### **Liability for damage caused on introduced or stored items**

1. The hotel is responsible for damage caused to items introduced or stored pursuant to §433 and subs. of the Civil Code, that is, the hotel is responsible for damage to items which were introduced by accommodated clients or for them, only if damage would also have occurred otherwise. Introduced items are those which were brought to the premises which were reserved for accommodation or for storing items or which were handed over for this purpose to one of the employees of the hotel (§433 art. 1 of the Civil Code).

2. The hotel is responsible for jewellery, money and other valuables only up to a value of 332,- EUR (§1c of the Directive of the Government of the Slovak Republic no. 87/1995 which governs the provisions of the Civil Code). The right to compensation lapses if it is not exercised within fifteen days after the affected client discovered the damage. The supposition is that he discovered the damage on the day of departure from the hotel.



3. Providing a place to park a motor vehicle in the hotel car park, even for a fee, does not constitute a contract on storage. The hotel is not responsible for the loss of or damage to motor vehicles and their accessories as well as their content, parked on the land belonging to the hotel operator.

4. The hotel is not responsible for injuries occurring during leisure programmes of any kind, except where the damage came from the hotel as a result of its gross negligence or intention.

### **Article XIII.**

#### **Specific provisions**

1. No animals, or dangerous substances (explosives and ammunition, corrosives, poisons or toxic substances, infectious or radioactive materials) may be introduced into the hotel.

2. Smoking is permitted only in reserved premises of the hotel. In the other premises of the hotel, smoking is forbidden. If this ban is violated, the hotel has the right to fine the client the amount of 300 € for every violation discovered.

### **Article XIV.**

#### **Delivery**

1. All documents concerning legal relations between the hotel and the client are delivered:

- a) in person,
- b) by post,
- c) by a third party authorised to deliver mail.

2. All documents concerning any legal relations between the hotel and the client are delivered by recommended delivery to the address of the hotel's seat and the client's permanent address or seat. If the contractual relationship between the hotel and client continues, each participant must immediately notify the second participant of any change of seat or permanent residence, or of any other fact which might have an influence on the client's order confirmed by the hotel.

3. If the client does not take over the document at the address given in the order and this address is the same as his address written in the Business Registry or other register, the document is considered delivered 3 days after its return to sender, and this even if the addressee is not aware of it. All the legal effects of the delivered documents take effect in this case on the date on which the document is considered as delivered.

4. If the client does not take over the document at the address given in the order and this address is not the same as his address written in the Business Registry or other register, the sender must deliver the document again to the address of the participant written in the Business Registry or other register. In the case of such a delivery, the modification contained in point 3 of this article is valid to its full extent.

### **Article XV.**

#### **Final provisions**

1. These terms and conditions and legal relations arising as a result are governed by Slovak law.

2. If any provisions of these terms and conditions were or become ineffective or invalid, the validity and effect of the other provisions of these terms and conditions are not affected.



CHÂTEAU GBELANY  
*v súlade s prírodou*

3. When placing an order, the clients confirm their agreement with these terms and conditions of the hotel. The hotel reserves the right to change these terms and conditions. The obligation to notify in writing any changes to the terms and conditions is met by their publication on the hotel website [www.chateaugbelany.com](http://www.chateaugbelany.com).

These terms and conditions enter into effect on 1. 1. 2019.

Gbel'any, 1.1.2019  
Ing. Peter Janíček  
Director of the hotel Château Gbel'any