

**GENERAL TERMS AND CONDITIONS
OF ACCOMMODATION – HOTEL ARENA**

Kollárova 18, 917 01 Trnava

(valid as of 23 May 2017)

Business company: City-Arena Hotel a.s.

Registered seat: Kapitulská 5, 917 01 Trnava; Company Identification No.: 50 252 895

Registration: Commercial Register of the District Court Trnava, Section: Sa, Insert. No.: 10681/T

Clause I. Introductory provisions, purpose, scope

1. City-Arena Hotel a.s., with registered seat at Kapitulská 5, 917 01 Trnava, Company Identification No.: 50 252 895, registered in the Commercial Register of the District Court Trnava, Section: Sa, Insert. No.: 10681/T, is the operator of Arena Hotel (hereinafter only „hotel”).
2. The purpose of these General Terms and Conditions (hereinafter only „GTC”) is the legal framework of relations between the hotel operator and its clients in order to ensure that the client is informed about the terms and conditions of the provided services.
3. The GTC form an integral part of each contract (agreement) and an order, the subject of which is the hotel's obligation to provide the client with certain services and the client's obligation to pay the agreed price for the services provided.
4. Business terms and conditions of the client may only be accepted, if expressly agreed in advance in writing.
5. It is presumed that the client has become acquainted with the GTC, unless the client proves that the access to the GTC has been restricted or prevented by the fault of the hotel.
6. The GTC become binding for the hotel as of the day of their publication and for the client at the time of booking the service.

Clause II. Definition of terms

For the purposes of the GTC:

- a) **Client** means any natural or legal person who concludes a contract for the provision of services with the hotel or sends a binding order to the hotel;
- b) **Hotel** means premises named Hotel Arena, operated by City-Arena Hotel a.s., with registered seat at Kapitulská 5, 917 01 Trnava, Company Identification No: 50 252 895, registered in the Commercial Register of the District Court Trnava, Section: Sa, Insert number: 10681/T;
- c) **The contracting parties** mean the hotel and the client;

- d) **Service** means any services provided by the hotel in accordance with its business activities, in particular accommodation, catering and other ancillary services;
- e) **Individual client** means typically 1 to 5 persons, who jointly order hotel services or reserve accommodation at the same time of arrival and departure;
- f) **Group** means 6 or more persons who jointly order hotel services and reserve accommodation at the hotel at the same time of arrival and departure;
- g) **The time of payment** means the moment when the beneficiary gets the opportunity to dispose of the means paid, i.e. the day the means are credited to the account, placed to the cashier, and so on;
- h) **Damage** means actual damage and loss of profit. Damage is compensated in money; however, if the entitled party so requests and if possible, the damage is compensated by way of restitution to the previous state.

Clause III. Conclusion of contract

1. The conclusion of a contract means, in particular, an agreement for provision of services between the client and the hotel based on the client's request confirmed by the hotel. The request under the previous sentence (hereinafter only „order“) is made by the client in relation to the hotel personally, by telephone, in writing or by e-mail. The contractual relation arises by a confirmation (in writing or by e-mail) of the client's order by the hotel. It depends on the hotel's free will, if the hotel confirms the order.
2. By the conclusion of a contract, the hotel is obliged to provide the client with a service of the agreed extent and quality, and the hotel is entitled to request the client to pay the agreed price and to compensate for any damage caused in connection with the use of hotel services.
3. In case of group orders or regularly repeated orders, the contractual parties are entitled to conclude a framework contract; in the event that the contractual parties have entered into a written contract and this contract or parts thereof do not comply with the provisions of the GTC, the provisions of this contract shall prevail over the provisions of the GTC. Validity of the GTC is thereby not affected. This also applies to individual written contracts.
4. The contract may also be concluded through an intermediary, with the intermediary acting as the obliged party towards the hotel, unless the hotel gives written consent to change the obliged party.
5. Further lease of provided rooms as well as their use for other purposes than for accommodation, respectively for purposes other than those agreed in the contract, require the prior written consent of the hotel.
6. All claims against the hotel shall be time-barred in accordance with the conditions stipulated by the Civil or Commercial Code (according to the nature of the client).

Clause IV. Accommodation services - individual clients

1. The hotel is obliged to make available to the client reserved rooms from 14:00 (2:00 p.m.) on agreed date of arrival; the client is entitled to get prepared reserved room before the above-mentioned time, only if the hotel agrees with it when concluding the contract. The client is not entitled to get a particular room, unless the client specifically agrees on it with the hotel.
2. The client is obliged to make available and check out of the room on the agreed day of departure no later than 11:00 (11:00 a.m.) on the agreed day of departure, unless otherwise agreed in advance. In the event that the client makes the room available after this time, the hotel is entitled to charge a

surcharge for late departure, respectively the price for the stay for the whole following day without arising any contractual claims for hotel services connected with accommodation to the client.

3. The client's stay at the hotel is regulated by the Accommodation Rules of Hotel Arena and the hotel's operating rules. These individual rules are binding for hotel guests.
4. The client is obliged to report to the reception of the hotel, when checking in the room, any possible deficiencies, discrepancies or reservations, as soon as they are discovered by the client. The client is obliged to proceed in the same way, if the client finds out any damage to the room or its inventory. If the hotel finds out damage to the room or its inventory after the client's stay, without the client reporting these facts to the hotel's reception, the client is obliged to compensate the hotel for damage to the room or its inventory in full.
5. The client, who checks in before 6:00 (6:00 a.m.), is obliged to pay the price of the accommodation for the whole previous night. From the client requesting accommodation before 11:00 (11:00 a.m.), when the room was not leased the previous day, the hotel is entitled to charge 50% of the price of accommodation for the whole previous night.
6. If the client is interested in a guaranteed reservation, the hotel is entitled to require the client to pay a deposit of 100% of the total price of the reservation. The reservation is considered to be guaranteed by the hotel as of the time of payment of the deposit (hereinafter only „guaranteed reservation“).
7. The hotel is entitled to make available to other client reserved rooms, to which the client has not checked in at latest by 24:00 (midnight) on the day of arrival; this does not apply, unless the client's later arrival has been expressly agreed upon.

Clause V. Accommodation services - groups

1. Unless otherwise provided in this clause, the provisions of Cl. IV. of the GTC apply also to accommodation conditions for groups.

Clause VI. Prices for hotel services and payment terms

1. The client is obliged to pay the agreed price for the used services; this also applies to hotel services provided by the hotel to third parties on basis of the express request of the client.
2. Unless otherwise agreed, the agreed price that the client is obliged to pay for the ordered hotel services, is based on the valid hotel price list. The hotel is obliged to publish the price list in the usual way, especially on its website and at the hotel reception.
3. The prices listed in the hotel price list are final and include VAT (value added tax), however, do not include local taxes.
4. If the period between the conclusion of the contract and the provision of the service exceeds 4 months, during which the price charged for such services has been increased by the hotel, the hotel is entitled to increase the contractually agreed price, by a maximum of 5%.
5. The hotel may also change the contractually agreed price, if the client subsequently changes the number of rooms reserved, the range of hotel services, the length of stay, etc., with the hotel's consent.

6. The hotel is entitled to request payment in advance when concluding the contract. The amount of payment in advance and the dates of payment in advance may be agreed in writing in the contract.
7. Unless agreed otherwise in advance, the basis for the charging of ordered and used services by the client is a tax document - an invoice issued on the day of client's departure from the hotel premises or on the day when the client used all hotel services ordered. The invoice must contain all the details provided by the valid legal regulations of the Slovak republic.
8. Payment by a credit card can be made before as well as after the provision of hotel services, based on the data provided by the client, which are necessary to make the payment. The hotel reserves the right to additionally charge from the client's credit card any discrepancies found out after the client's departure (e.g. minibar consumption, damages, fines, etc.), with which the client expresses its explicit consent when making the order; in this case, the hotel is obliged to inform the client in writing about any additional charge of differences from the client's credit card and the grounds for such additional charge.

Clause VII. Cancellation conditions - individual clients; group

1. The client has the right to cancel the ordered services. The cancellation must be done in writing in sufficient time in advance. Any change or cancellation of the agreed range of services ordered and subsequently confirmed by the hotel, must be announced by the client to the hotel in writing. In case of cancellation of the stay and the use of agreed services, the hotel is entitled to charge the client cancellation fees as compensation for the financial loss depending on the number of rooms reserved in the amount of:

1.1. Cancellation of the reservation in the number of rooms 1 - 3

- a) 1 day before the check-in, a cancellation fee is 100% of the first night price
- b) 2 or more days before check-in, without a cancellation fee

1.2. Cancellation of the reservation in the number of rooms 4 or more

- a) 1 day before the stay, a cancellation fee is 100% of the price of the ordered services
- b) 2-7 days (inclusive) before arrival, a cancellation fee is 80% of the price of the ordered services
- c) 8-14 days (inclusive) before arrival, a cancellation fee is 50% of the price of the ordered services
- d) More than 14 days before arrival without a cancellation fee

If the client demonstrates by written confirmation that for serious reasons (serious illness, institutional treatment, disaster, military duties, death, serious illness and death of a family member) the client could not use the ordered services, the hotel may, by agreement, reduce the amount of the cancellation fee or waive from its charging.

2. In case of a partial cancellation of services (e.g. reduction of the number of persons, shortening of the duration of the stay or reduction of the range of services) by more than 30% of the total value of the order, the cancellation fee applies only to the difference between the original price and the new price, calculated after taking into account the partial cancellation.
3. If the hotel is entitled to a cancellation fee, the hotel is obliged to send to the client notice about the calculation of the cancellation fee and the date of its payment within 14 days as of the date the claim for a cancellation fee arises.

Clause VIII. Withdrawal from the contract by the hotel

1. The hotel is entitled to withdraw from the contract, if:
 - a) the right to withdraw has been agreed in writing with the client for the reasons stated in the contract;
 - b) the client does not insist on contract fulfillment by the hotel;
 - c) the client has obligations against the hotel after the due date;
 - d) a prepayment or advance payment has been agreed when booking and the client has not fulfilled its obligation in due time, however, the hotel may withdraw from the contract no later than the moment the client's obligation is fulfilled;
 - e) there have been circumstances, for which the hotel is not liable (e.g. force majeure) and which make the contract fulfillment impossible;
 - f) services have been reserved by stating false, misleading or incorrect client data or other material facts;
 - g) the hotel has reasonable grounds to believe that the use of hotel services could jeopardize the proper operation, safety or the respect of the hotel vis-à-vis the public without being attributable to the hotel operator.
2. If the client has paid an advance payment in advance in amount of at least 50%, the hotel is entitled to withdraw from the contract only if:
 - a) the right has been agreed in writing with the client and for the reasons stated in the contract;
 - b) the client does not insist on contract fulfillment by the hotel;
 - c) there have been circumstances, for which the hotel is not liable (e.g. force majeure) and which make the contract fulfillment impossible.
3. If the client has a right, agreed in writing, to withdraw from the contract within a certain period for free, the hotel is entitled to withdraw from the contract within this period, if there are requests from other clients to order reserved rooms, and the client does not waive its right to withdraw from the contract on basis of the hotel's request.
4. No client's claim for damages arises when the hotel lawfully withdraws from the contract.

Clause IX. Liability for damage caused to brought or left things

1. The hotel is liable for its obligations under the contract by exercising due commercial care. The client's claims for damages are excluded, except for the damage from killing, bodily harm or damage to health, if such damage results from a culpable breach of the hotel's obligations, other damage based on deliberate or gross negligent breach of the hotel duty and damage based on deliberate or gross negligent breach of the hotel's typical obligations under the contract, as well as damage to the brought or left things as stipulated below. If the damage has incurred also by a breach of the client's obligation, the client is jointly liable for the damage incurred. Should deficiencies or inaccuracies occur in the hotel's services, the hotel will seek to provide remedy on basis of its knowledge of such deficiency or immediate notice of the client. The client is obliged to contribute appropriately to the elimination of the deficiencies and the mitigation of possible damage.
2. The hotel is liable for damage caused to the brought or left things pursuant to § 433 and following of the Civil Code, i.e. the hotel is liable for damage to the things that were brought by or for the clients, unless the damage would occur even otherwise. The goods are brought to the premises, if they are

brought to the premises which are reserved for the accommodation or for storage of things which are handed over to one of the hotel staff for this purpose (§ 433 sec. 1 of the Civil Code).

3. The hotel is liable for jewelry, money and other valuables only to the amount of 332,- EUR (§1c of the Regulation of the Government of the Slovak republic No. 87/1995 Coll., which implements certain provisions of the Civil Code). The right to damages ceases to exist, if the client has not applied it until the 15th day after the day, on which the client becomes aware of the damage (§ 436, second sentence, of the Civil Code). It is presumed that the client gets knowledge of the damage on the day of departure from the hotel.
4. By the provision of a parking space in the hotel parking lot, even for a fee, no custody contract or hotel's duty to guard the parked motor vehicle comes into existence. The hotel does not provide any services in parking spaces except for parking of vehicles and other means of transport and does not perform or provide any activities that would serve any purpose other than parking. The hotel is therefore not liable for the loss or damage to motor vehicles and their accessories as well as to their content, parked in the hotel parking lot (area for parking belonging to hotel).
5. The hotel is not liable for accidents at leisure programs of any kind, except for the damage caused by the hotel's gross negligence or intent.
6. Wake-up services are performed by the hotel with the utmost care. Messages, postal items and consignments of goods for clients are always treated with care.

Clause X. Delivery

1. All documents relating to legal relations established between the hotel and the client shall be delivered: a) personally; b) by post; c) by a third party authorized to deliver the consignment.
2. All documents relating to any legal relations established between the hotel and the client are delivered by registered post to the address of the hotel's registered seat and to the address of the client's permanent residence or registered seat. If a hotel-client relation lasts, each participant is obliged to immediately notify the other participant of the change of registered seat or permanent residence or any other change that may affect the client's order confirmed by the hotel.
3. If the client does not take over the document at the address stated in the order and this address is the same as his or her address registered in the commercial register or other register, the document is deemed to have been delivered after 3 days from the date of its return to the sender, even if the recipient does not know it. All legal effects of delivered documents shall arise in this case on the date on which the document is deemed to have been delivered.
4. If the client does not take over the document at the address stated in the order and this address is not the same as his or her address registered in the commercial register or other register, the sender is obliged to deliver the document repeatedly to the address of the recipient registered in the commercial register or other register. Such delivery shall be governed in its entirety by the provision contained in sec. 3 of this clause.

Clause XI. Special Provisions

1. The client may bring a dog for the stay only with the prior consent of the hotel. The hotel charges a fee for the stay of the dog according to the current valid price list.

2. There is a strict smoking ban throughout the premises of the hotel. In the event of a violation of this prohibition, the hotel has the right to impose a fine of 100,- EUR on the client for each violation found.
3. No substances of a hazardous nature (explosives and ammunition, corrosives, poisons or toxic substances, infectious or radioactive materials) may be brought into the hotel.
4. The hotel takes over messages, postal items and consignments of goods intended for clients.
5. The hotel sends found things only at the request of the client and at the client's own expense. These things are stored in the hotel for up to 1 month. After lapse of this period, things with an apparent value will be handed over to the competent authority.

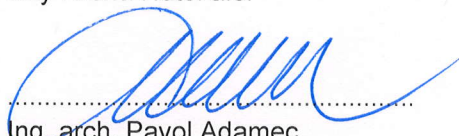
Clause XII. Final Provisions

1. The GTC and legal relations arising under GTC are governed by the Slovak law.
2. If the individual provisions of these GTC are or will become ineffective or invalid, the validity or effectiveness of the other provisions of these GTC shall not be affected.
3. Clients confirm the consent with these valid hotel GTC when executing the order. The hotel reserves the right to change the GTC. The obligation to notify about the GTC in writing is fulfilled by placing them at the available places on the premises of the hotel and on the website of the hotel www.hotelarena.sk.

The GTC come into force as of 23 May 2017

In Trnava, on 23.05.2017

City-Arena Hotel a.s.



Ing. arch. Pavol Adamec
Chairman of the Board of Directors



Ing. Jozef Čechovič
Member of the Board of Directors