# General Terms and Conditions

Terms and Conditions form an integral part of the agreement between the company Creative Technology Studio Ltd., seated at Dlhá 88, 010 09 Žilina, ID: 45907102, VAT No.: 2023128767 as the operator of the chalet Cucoriedka at: Dedovka 9, 023 01 Oscadnica and the customers.

## I. PARTIES

a) operator of the chalet Cucoriedka (hereinafter the operator) who offers and sells accommodation, catering and other ancillary services on the one hand,

b) the Customer, which may be natural or legal person (acting through its statutory body or through an authorized representative) on the other hand.

Those under 15 years may benefit from the services offered by the operator only when accompanied by adult person.

## II. START OF CONTRACT

1. The contractual relationship between the operator and the customer arises under a contract drawn up by the operator based on customer's order. Conclusion of the contract the operator undertakes to provide services according to the rates in agreed scope and the customer undertakes to pay the contract price.
2. The customer also receives from the controller General Terms and Conditions and Accommodation Rules. This contract becomes binding for all involved persons on the day when deposit or full amount of stay was paid. By this, the customer confirms that he is acquainted with the contents of this contract as well as "General Conditions" and "Accommodation Rules", he agrees with them and accepted them without reservation.

## III. PRICE OF STAY

1. Price for stay at the chalet Cucoriedka is contracted price. For example, age discounts means that children under 13 years cannot complete in the course of stay 14 year of age, children under 3 years stay free of charge but are not eligible for bed and board.
2. Price for the stay is the price stated in the contract. Price includes accommodation and meals within the range specified in the order and also VAT 20%. Price does not include local taxes, it will be charged to the customer under the current regulations of the municipal council in Oščadnica.
3. Discounts that operator declares after the signing of the contract do not entitle the customers for a discount from the previously agreed price.

## IV. PAYMENT CONDITIONS

1. The customer is obliged to pay an advance payment of 50% of the total price in advance as specified in the contract (or the pro forma invoice). In case the deposit is not paid within its due date, your reservation can be cancelled.
2. Customer can also pay full price for the stay and will automatically get 5% discount.
3. The customer has to pay the difference at arrival before the housing.
4. Advance payment can be paid in cash or by credit card at the chalet Cucoriedka, by bank transfer or deposit to bank account of operator. The payment date is a day when a corresponding amount is credited at the bank account of the operator. When making the advance payment it is necessary to indicate the variable symbol = contract number (or pro forma invoice number).

## V. CUSTOMER RIGHTS AND LIABILITIES

1. Basic rights of customer include:
   - the right to be provided with contractual and paid for services
   - the right to cancel your stay at any time before the start of utilization of services.
   - right to the protection of personal data and information about the destination residence, which are specified in the contract and other documents from unauthorized access in accordance with applicable laws.
2. Basic liabilities of customer include:
   - to give the operator collaboration necessary to ensure proper provision of services, i.e. completely and truthfully fill in the necessary documents, including notification of changes to this information.
   - person under 15 years must be accompanied by adult during the stay
   - pay the price for stay under specified conditions and show to the operator the evidence of payment
   - at the scheduled date and time come to chalet Cucoriedka and to submit identity card.
   - the foreigner have to complete and sign the official form for reporting which he receives at the reception.
   - adhere the Accommodation Rules of chalet Cucoriedka. In case of serious breach of Accommodation Rules, the operator is eligible to cease customer's stay, by which the customer loses entitlement to additional services, as well as

the right to recover payment for services hitherto unused.
• refrain from act which might jeopardize or harm health or belongings of other customers, the operator or which could limit them otherwise.
• pay possible damages caused at the equipment of chalet Cucoriedka.

## VI. MODIFICATIONS AND WITHDRAWAL OF A CONTRACT

A) Before the stay:
1. Customer may give notice in writing to operator that the stay will take other than the person who is specified in the contract. He also states the number of the contract and details of the new customer and the contract will be amended by the operator under the new facts
2. Other changes to the contract upon written request of the customer can the operator make only if possible.

B) After the start of the stay
1. If the customer by any circumstances cannot completely or partially use up all agreed services, the customer is not entitled to a refund or discount on given service
2. The operator is not liable for any outages and failures of ski lifts and cableways due to bad weather. Customer has to be acknowledged of this. In this case, the customer is not entitled to withdraw the contract or to receive a discount or other compensation.

## VII. TERMINATION OF CONTRACT, SEVERANCE PAYMENT

A) The customer may at any time before the stay terminate the contract. The withdrawal is valid on the date on which the operator receives a written notice of withdrawal or the date on which such withdrawal is made directly at the chalet Cucoriedka. The customer is then obliged to pay a severance payment (cancellation fee) which is payable immediately. Operator will deducted the fee from the amount received by the customer as an advance payment under the cancelled contract, and the difference will return to the customer by transfer to bank account.
2. The compensation depends on the length of time before the start of stay:

| More than 60 days before stay | 20 % from the advance payment |
|---|---|
| 60 – 31 days | 30 % from the advance payment |
| 30 – 15 days | 60 % from the advance payment |
| 14 – day before the stay | 100 % from the advance payment |

3. The length of time (i.e. the number of days) for the calculation of severance pay includes the day on which the cancellation is made
4. A withdrawal from the contract is also:
a) customer requesting rescheduling of stay
b) a change in the number of people in the room, the room is occupied by fewer people than agreed in the contract, the customer will pay an adequate price for stay under the current price list.
5. In case the customer during his stay arbitrarily cancels part of the stay or not uses any of the paid service, is not entitled to compensation for unused services.

B) by the operator
The operator may withdraw from the contract only in case of cancellation by the customer or in case the customer breaches his obligations. In this case, the customer is obliged to pay compensation to the operator at the above-specified amount.

## VIII. PROCESSING OF PERSONAL DATA

1. Customer by signing the contract expressly agrees that the operator can process his personal data in the contract in accordance with law No. 52/1998 of Coll. Code on protection of personal data
2. Personal data of the customer will be processed by the operator for the purpose of offering services provided by operator and for foreigners also for processing reports of stay for the needs of the Border Police
3. Personal data of the customer may be disclosed only to employees of the operator who are entitled to offer and sell provided services. These employees are obliged to maintain confidentiality of such personal data.
4. The operator will undertake such measures when processing the personal data that could not lead to unauthorized or accidental access to such data, their alteration, destruction or loss, unauthorized transfer, their other unauthorized processing as well as their other misuse.

These General Terms and Conditions shall enter into force on 1.9.2011