

**Accommodation Agreement - Apartments and Studios Lúčky**  
**(§ 754 et seq. of the Civil Code in effect)**

between

**Host:**

Business name: **PROPERTY HOLDING, a. s.**  
Registered office: Panenská 13, 811 03 Bratislava  
Company ID: 36 358 606  
VAT ID: 2022191930  
VAT number: SK2022191930  
Registration: District Court Bratislava III, Section: Sa, Insert No. 3871/B  
Operating facility: Apartments and Studios Lúčky, 031 01 Demänovská Dolina 516 to 518  
Represented by: Alena Balková, based on a power of attorney from 08.07.2024  
Account number (IBAN): SK13 1100 0000 0029 4017 3672 (Tatra banka, a. s.)  
Email: recepcia@hotelchopok.sk  
Phone: +421-911-109-816  
(hereinafter referred to as "**HOST**")

**and**

**Customer:**

Full name:  
Date of birth:  
Room type/name and number of persons:  
Accommodation period:  
ID number (ID card/passport):  
(hereinafter referred to as "**CUSTOMER**")

(CUSTOMER and HOST hereinafter collectively referred to as the "PARTIES" and individually as the "PARTY")

**Preamble**

1. HOST is the owner of Apartments and Studios Lúčky, located in the following three separate buildings:
  - a) Individual cabin A with house number 518 (SO-K4.1-10); built on land parcel no. 2945/268 in the cadastral area of Demänovská Dolina (810304);
  - b) Individual cabin B with house number 517 (SO-K4.1-11); built on land parcel no. 2945/269 in the cadastral area of Demänovská Dolina (810304);
  - c) Individual cabin C with house number 516 (SO-K4.1-17); built on land parcel no. 2945/270 in the cadastral area of Demänovská Dolina (810304);(hereinafter referred to as "Apartments and Studios Lúčky"), in which it provides accommodation services for a fee; the current scope and content of services, as well as the conditions for their provision (especially the accommodation rules), are specified by the HOST on the website: <https://www.apartmanyastudialucky.sk>; or in the specific offer sent to the CUSTOMER.
2. The CUSTOMER is interested in paying for accommodation services in Apartments and Studios Lúčky provided by the HOST.
3. For this reason, the PARTIES conclude this Accommodation Agreement (hereinafter referred to as the "AGREEMENT"):

**Article I.**  
**Subject of the AGREEMENT**

1. The subject of this AGREEMENT is the provision of accommodation services (and related services – a composite performance) exclusively in Apartments and Studios Lúčky (cabin A, cabin B, or cabin C) by the HOST for the CUSTOMER, for the agreed fee; the subject of this AGREEMENT does not include the provision of any other services or the sale of goods.
2. The rights and obligations of the PARTIES not governed by this AGREEMENT shall be governed by the applicable Terms and Conditions of the HOST, which are an inseparable part of this AGREEMENT as its Annex No. 1 (hereinafter referred to as the "TERMS AND CONDITIONS") and are also available on the website of Apartments and Studios Lúčky: <https://www.apartmanyastudialucky.sk>, as well as the Operating Rules for Apartments and Studios Lúčky (Act No. 355/2007 Coll. on the Protection, Support, and Development of Public Health in the effective version); additionally, the CUSTOMER is obligated to comply with the instructions of the employees of the HOST (hereinafter referred to as the "INSTRUCTIONS").
3. The HOST informs the CUSTOMER that Apartments and Studios Lúčky are located in the area of the Low Tatras National Park (hereinafter referred to as "NAPANT"), which, according to Act No. 543/2002 Coll. on the Protection of Nature and Landscape in the effective version, has designated protected areas and buffer zones with the fourth and fifth degree of protection. It is also subject to the Visitor Rules of NAPANT in accordance with the Decree of the Regional Environmental Office in Žilina No. 9/2004 from October 4, 2004, as amended by Decree No. 11/2004 from December 9, 2004: <https://napant.sopsr.sk/pre-navstevnikov/navstevny-poriadok/>, which regulates, among other things, designated paths for pedestrian visitors, places for individual bicycle access and parking, access and areas reserved for motor vehicles, motor tricycles, motor quad bikes, snowmobiles, fire starting, places for using equipment causing light and sound effects, waste management, and drone use. The HOST also informs the CUSTOMER that in the event of a violation of the Visitor Rules of NAPANT, the CUSTOMER may be charged with an offense according to § 92 paragraph 1 letter g) of Act No. 543/2002 Coll., which may result in a warning, a fine of up to 3,319.39 EUR (for a legal entity, up to 9,958.17 EUR), and confiscation of the property.
4. The HOST informs the CUSTOMER that Apartments and Studios Lúčky are located in a mountainous area, and in winter, access to the Apartments and Studios Lúčky is possible only by using snow chains, as required by the appropriate traffic sign placed on the access road before the access ramp to the Apartments and Studios Lúčky.
5. The HOST informs the CUSTOMER that winter maintenance is only provided for the access road from the access ramp to the entrance of the Apartments and Studios Lúčky; snow clearing and ice removal within the premises of the Apartments and Studios Lúčky are not the responsibility of the HOST under this AGREEMENT. The CUSTOMER is solely responsible for winter maintenance – keeping the access road to their parking spot and their cabin (Cabin A, Cabin B, Cabin C) clear of snow and ice; each cabin (Cabin A, Cabin B, Cabin C) has the necessary tools (shovels, brooms, ice scrapers) available for the CUSTOMER in the ski room.
6. The HOST informs the CUSTOMER that neither transportation to Apartments and Studios Lúčky nor its provision or organization is the responsibility of the HOST under this AGREEMENT; the CUSTOMER is solely responsible for transportation to Apartments and Studios Lúčky.
7. Parking of vehicles is permitted only in the designated areas within the premises of Apartments and Studios Lúčky; Cabin A and Cabin B each have their own designated parking area. Each

room in a particular cabin (Cabin A, Cabin B) has one designated parking space. The parking plan (Cabin A, Cabin B) is Annex No. 4 to this AGREEMENT.

## **Article II. Accommodation Services**

1. The PARTIES agree that the HOST, based on this AGREEMENT and for a fee in accordance with paragraph 2 of this Article, shall provide the CUSTOMER and the persons confirmed by the HOST in the booking with temporary accommodation in the specific cabin (hereinafter referred to as "ACCOMMODATION"), in the specific room mentioned in the header of this AGREEMENT (hereinafter referred to as "ROOM"), during the period mentioned in the header of this AGREEMENT (hereinafter referred to as "ACCOMMODATION PERIOD").
2. The price for the ACCOMMODATION for the agreed ACCOMMODATION PERIOD, applicable to the CUSTOMER, is stated in the booking confirmation issued by the HOST (hereinafter referred to as the "ACCOMMODATION PRICE").
3. The ACCOMMODATION PRICE is due no later than on the day of the CUSTOMER's check-in, unless the PARTIES agree otherwise in writing. Any deposit for the ACCOMMODATION PRICE, provided to the HOST by the CUSTOMER before the conclusion of this AGREEMENT, will be credited towards the payment of the ACCOMMODATION PRICE, unless the PARTIES agree otherwise in writing.
4. The HOST is obligated to hand over the ROOM to the CUSTOMER in a condition suitable for proper use and to ensure that the CUSTOMER can exercise their rights related to the ACCOMMODATION without interference.
5. The CUSTOMER will pick up the access keys for the specific cabin (1 key) and ROOM (1 key) at the reception of Apartments and Studios Lúčky, which is located in the facilities of WELLNESS HOTEL CHOPOK\*\*\*\*®, 031 01 Demänovská Dolina 20 (hereinafter referred to as the "RECEPTION"). After the ACCOMMODATION ends, the CUSTOMER is obligated to return all the picked-up keys (2 keys in total) to the RECEPTION.
6. The HOST will hand over the keys for the specific cabin and ROOM (2 keys in total) through the RECEPTION only after the CUSTOMER has paid the refundable deposit (§ 555 of the Civil Code in its effective version) in the amount of 200 EUR (two hundred euros), which will serve as a payment deposit for any damage, loss, or non-return of the access keys (2 keys in total) for the specific cabin and ROOM to the RECEPTION, as well as for any damage to the PROPERTY of the HOST: particularly the ROOM or its accessories, the common areas of the specific cabin and their accessories, the premises of Apartments and Studios Lúčky and their accessories (hereinafter referred to as the "DEPOSIT").
7. The HOST's responsibility for items brought into the accommodation facilities at Apartments and Studios Lúčky by the person accommodated in the specific cabin under this AGREEMENT is governed by the provisions of § 758 of the Civil Code in its effective version.
8. The CUSTOMER has the right to use the ROOM as well as the common areas of the specific cabin, the premises of the specific cabin (Cabin A; Cabin B; Cabin C), and to use the services and provisions connected with the ACCOMMODATION (hereinafter referred to as the "RIGHT OF USE").
9. Together with the CUSTOMER, the RIGHT OF USE is granted only to the third party, pre-approved by the HOST, or the person listed either in this AGREEMENT or the person registered

in the so-called house register of the HOST (hereinafter referred to as the "THIRD PARTY"). The CUSTOMER is responsible for the proper exercise of the RIGHT OF USE by the THIRD PARTIES according to this AGREEMENT and the INSTRUCTIONS, as well as for any damages caused by THIRD PARTIES while exercising the RIGHT OF USE in violation of this AGREEMENT and the INSTRUCTIONS.

10. The CUSTOMER is obligated to inform the HOST in advance about the number of THIRD PARTIES who should have the RIGHT OF USE, as well as the relationship between the CUSTOMER and these THIRD PARTIES. The CUSTOMER will provide the HOST with a list of THIRD PARTIES with the following details:

a) Name and surname; b) Date of birth; c) ID card or passport number; d) Permanent address; e) Date of arrival and departure; f) Number of overnight stays;

In the case of foreigners (non-citizens of the Slovak Republic), the CUSTOMER is obligated to complete the official form regarding the registration of foreign citizens before using the ACCOMMODATION at a specific property of Apartments and Studios Lúčky, as prescribed by the applicable law, and truthfully and completely provide all required information.

11. The CUSTOMER agrees that without the prior written consent of the HOST, the ROOM (including its accessories) will not be rented out or given to any other person for use (whether for payment or not) other than THIRD PARTIES. Violation of this obligation will be considered a material breach of this AGREEMENT by the CUSTOMER, and the HOST will have the right to impose a contractual penalty for each unauthorized person accommodated in the ROOM in the amount of 200 EUR (two hundred euros) per person per night.
12. The CUSTOMER agrees that without the prior written consent of the HOST, neither the CUSTOMER nor the THIRD PARTIES will make any changes or adjustments to the equipment or accessories of the specific ROOM or cabin, or the premises of Apartments and Studios Lúčky, including moving furniture or other furnishings, either within the ROOM or the cabin (Cabin A; Cabin B; Cabin C), or within the premises of Apartments and Studios Lúčky, or outside the specific building of Apartments and Studios Lúčky (e.g., on the terrace). Violation of this obligation will be considered a material breach of this AGREEMENT by the CUSTOMER.
13. The CUSTOMER agrees not to bring any sports equipment or other items that are not directly related to the ACCOMMODATION in the specific cabin (including the ROOM) for storage, except for their storage in a designated storage space (e.g., ski room). A violation of this obligation will be considered a material breach of this AGREEMENT by the CUSTOMER.
14. The common areas of the specific cabin (particularly hallways and the common area) are not intended for storing sports equipment, luggage, or shoes (including sports and hiking shoes)—for this purpose, there are designated shoe storage lockers available. A violation of this obligation will be considered a material breach of this AGREEMENT by the CUSTOMER.
15. The CUSTOMER agrees to exercise the RIGHT OF USE in accordance with the TERMS AND CONDITIONS, the Operational Rules of Apartments and Studios Lúčky, and the INSTRUCTIONS. A violation of this obligation will be considered a material breach of this AGREEMENT by the CUSTOMER.
16. The ACCOMMODATION PRICE for each ROOM for the entire DURATION OF STAY includes a specified amount of bed linen, towels, bath towels, and cleaning and hygiene products for the kitchen (including dishwasher tablets), bathroom, and WC. The HOST will not supplement or replace these items during the DURATION OF STAY in the ROOM.

17. The PARTIES agree that in the event of extraordinary soiling of the ROOM, cabin, the premises of Apartments and Studios Lúčky, or its surroundings (e.g., mud, vomit, broken bottles, etc.), the HOST has the right to charge the CUSTOMER or THIRD PARTY a contractual penalty in the amount of 100 EUR (one hundred euros) for each instance of extraordinary soiling.
18. The CUSTOMER agrees to settle all contractual penalties under this AGREEMENT, other sanctions under the TERMS AND CONDITIONS, as well as any damages caused by the CUSTOMER or THIRD PARTIES to the HOST's property (ROOM or its accessories, common areas of the specific cabin and its accessories, the premises of Apartments and Studios Lúčky and its accessories) at the RECEPTION after the end of the stay. The HOST has the right to use the DEPOSIT to cover its claims against the CUSTOMER or THIRD PARTIES.

### **Article III. Termination of Accommodation**

#### **Expiry of the Agreed Duration of Stay**

1. The ACCOMMODATION will end no later than upon the expiry of the agreed DURATION OF STAY.
2. **Termination of the AGREEMENT by the CUSTOMER**  
The CUSTOMER may terminate this AGREEMENT at any time before the expiry of the agreed DURATION OF STAY, without giving a reason, by submitting a written notice of termination to the HOST (including electronic form). In this case, the CUSTOMER is obligated, in accordance with § 759 (1) of the Civil Code, to compensate the HOST for the damage/loss caused by the early termination of this AGREEMENT and the ACCOMMODATION (i.e., to pay the HOST the ACCOMMODATION PRICE), in accordance with the agreed "cancellation conditions."
8. If this AGREEMENT was concluded as a "distance contract" (i.e., agreed and concluded exclusively through one or more means of distance communication without the simultaneous physical presence of the businessperson and the consumer, particularly through an online interface, email, telephone, fax, postal letter, or offer catalog, in accordance with § 14 of Law no. 108/2024 Coll. as amended), in this case, according to § 19 (1) (l) of Law no. 108/2024 Coll. as amended, the CUSTOMER does not have the right to withdraw from this AGREEMENT without giving a reason within the period set out in § 20 (1) to (3) of Law no. 108/2024 Coll. as amended.

#### **Termination of the AGREEMENT by the HOST**

3. Before the expiry of the agreed DURATION OF STAY, the HOST may terminate this AGREEMENT if the GUEST or THIRD PARTIES, despite a warning from the HOST (including its staff), grossly violate good morals, grossly breach the provisions of this AGREEMENT, or fail to follow the INSTRUCTIONS. The termination must be made in writing, including electronic delivery, and provided to the CUSTOMER. The possibility for the PARTIES to terminate this AGREEMENT for reasons other than those specified in this AGREEMENT is not affected by the provisions above.
4. The PARTIES agree that upon the end of the ACCOMMODATION (whether completed or terminated early), the CUSTOMER is obligated to return all keys, or other access devices (such as chip cards), and any other movable property that the CUSTOMER received from the HOST for temporary use during the term of this AGREEMENT to the RECEPTION.

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### **Article IV.**

**Information on the Processing of Personal Data of the CUSTOMER and THIRD PARTIES (GDPR) for the Information System: IS Record of Guests in Accordance with §§ 19 and 20 of Act No. 18/2018 Coll. on Personal Data Protection and Amendments to Certain Laws (hereinafter the "Act") and Articles 13 and 14 of Regulation (EU) 2016/679 of the European Parliament and Council on the Protection of Individuals with Regard to the Processing of Personal Data and on the Free Movement of Such Data (hereinafter the "Regulation")**

1. The purpose of this article is to provide the CUSTOMER with information on the personal data that the HOST, as the data controller, processes about the individuals concerned, how it handles this data, the purposes for which it uses it, to whom it may be provided, where the CUSTOMER and THIRD PARTIES can obtain information about their personal data, and where they can exercise their rights in relation to the processing of personal data.

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**Identification and Contact Details**

2. The data controller responsible for processing the personal data of the CUSTOMER and THIRD PARTIES is the HOST – PROPERTY HOLDING, a.s., Panenská 13, 811 03 Bratislava, Company ID: 36 358 606.

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**Contact Details of the Responsible Person for Supervising the Processing of Personal Data**

3. The responsible person for overseeing the processing of personal data by the HOST is: Ing. Dominik Bartko, MBA, dpo3@proenergy.sk.

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**Purpose of Processing Personal Data and Legal Basis for Processing**

4. The purpose of processing personal data is to maintain the records of guests based on:

- a) The contractual and pre-contractual relationship with the individual concerned, in accordance with Article 6(1)(b) of the Regulation and §13(1)(b) of the Act No. 18/2018 Coll. on Personal Data Protection and Amendments to Certain Laws.
- b) Special legal regulations, in accordance with Article 6(1)(c) of the Regulation and §13(1)(c) of the Act, in particular:
  - Act No. 253/1998 Coll. on Reporting the Residence of Slovak Citizens and the Register of Inhabitants of Slovakia (specifically §24), in the scope of the name, surname, identity card or travel document number, address of permanent residence, and accommodation duration for the purposes outlined in this law;
  - Act No. 404/2011 Coll. on the Residence of Foreign Nationals (specifically §113), in the scope of the name, surname, date and place of birth, nationality, place of permanent residence, purpose of stay, travel document number, visa information, address of residence in Slovakia, the host's name, signature, and names of accompanying children for the purposes outlined in this law (in the case of a guest who is a foreign national);
  - Act No. 404/2011 Coll. on the Residence of Foreign Nationals, in the scope of the name, surname, date of birth, nationality, identity card or passport details, and signature, for the purposes outlined in this law (in the case of a guest who is a citizen of the European Union and their family members);
  - Act No. 582/2004 Coll. on Local Taxes and Local Charges for Municipal Waste and Small Construction Waste, in the scope defined in the valid municipal ordinance of Demänovská Dolina (as of 01.01.2024, according to VZN No. 02/2023 on Local Taxes and the Waste Fee in Demänovská Dolina), which includes the name, surname, address of permanent residence, date of birth, identity card number, and other details necessary for determining the tax.

5. Personal data is processed for the purpose of fulfilling this AGREEMENT and for the fulfillment of the legal obligations of the HOST as the data controller processing the personal data of the concerned individuals.

6. Processing of personal data for the legitimate interests of the HOST as the data controller or a third party does not take place.

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#### **Identification of the Personal Data Processed**

7. The individuals whose personal data is processed are: persons accommodated in the Apartments and Studios Lúčky.

8. The scope of the processed personal data is in accordance with the relevant legal regulations (as mentioned in point 4 of this article).

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#### **Identification of Recipients, Categories of Recipients of Personal Data of the Concerned Individuals**

9. The HOST, as the data controller, may provide personal data to authorized entities such as institutions and organizations allowed by special legal regulations, or contractual partners (especially processors), who have contractually committed to ensuring adequate protection for the processed personal data. These include:

##### **Other Authorized Entities**

- The Municipality of Demänovská Dolina, Demänovská Dolina 258, 031 01 Liptovský Mikuláš, Company ID: 00 315 168, based on a generally binding legal regulation under § 13(1)(c) of Act No. 18/2018 Coll. on Personal Data Protection and Amendments to Certain Laws – General Binding Ordinance of the Municipality of Demänovská Dolina No. 02/2023 on Local Taxes and the Local Fee for Municipal Waste and Small Construction Waste in the Municipality of Demänovská Dolina, effective from 01.01.2024.
- Contractual partner (under contract) ARVIN, a.s., Panenská 13, 811 03 Bratislava, Company ID: 35838426.
- Ing. Andrea Kubáňová, Čsl. brigády 1693/7, 031 01 Liptovský Mikuláš, Company ID: 44065264, § 34 of Act No. 18/2018 Coll. on Personal Data Protection and Amendments to Certain Laws - entities providing accounting services for the HOST.

10. With the consent of the concerned individual or upon their instruction, personal data may be provided to other recipients.

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#### **Transfer of Personal Data to Third Countries/International Organizations**

11. No transfer to third countries or international organizations takes place.

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#### **Identification of the Source from Which the Personal Data Was Obtained**

12. Directly from the concerned individual or their legal representative (in person, by email, by phone, or through the website of the HOST as the data controller processing the personal data of the concerned individuals).

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### **Data Retention Period**

13. The HOST, as the data controller processing the personal data of the concerned individuals, processes personal data for the duration necessary to fulfill the purpose. The data is retained for the period required to demonstrate the fulfillment of the HOST's legal obligations as the data controller, as stipulated by applicable legal regulations or the HOST's record-keeping regulations.

### **Profiling**

14. The HOST, as the data controller processing the personal data of concerned individuals, does not process personal data through profiling or any other automated decision-making process.

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### **Rights of the Concerned Individual**

15. The concerned individual has the right to request access to their personal data processed by the HOST as the data controller, the right to rectify personal data, the right to erase or restrict the processing of personal data, the right to object to the processing of personal data, the right to object to automated individual decision-making, including profiling, the right to data portability, and the right to lodge a complaint with the supervisory authority. If the HOST processes personal data based on the consent of the concerned individual, the individual has the right to withdraw their consent at any time. Withdrawal of consent does not affect the lawfulness of the processing of personal data based on consent prior to its withdrawal. The concerned individual may exercise their rights by sending an email to: [recepcia@hotelchopok.sk](mailto:recepcia@hotelchopok.sk) or in writing to the HOST's address as the data controller.

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### **Obligation to Provide Personal Data**

16. Providing personal data is a legal and contractual requirement, or a requirement necessary to conclude this AGREEMENT.

17. The concerned individual has the obligation to provide their personal data to the HOST; failure to provide such data will prevent the HOST from properly fulfilling the accommodation services under this AGREEMENT.

18. By signing this AGREEMENT, the ORDERER confirms that they have been informed about their rights under § 19 and § 20 of Act No. 18/2018 Coll. on Personal Data Protection, as amended, and Article 13 and 14 of the General Data Protection Regulation (EU) 2016/679 (GDPR) regarding the collection, processing, and protection of personal data, and their access to personal data; and that they have informed the other concerned individuals, for whom they act as a legal representative, as well as other individuals directly related to this AGREEMENT and its services (co-accommodated persons) – THIRD PARTIES.

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## **Articel V.**

### **Final Provisions**

1. This AGREEMENT represents the complete agreement between the PARTIES regarding the subject matter of this AGREEMENT and supersedes any previous agreements or proposals, whether oral or written, made between the PARTIES prior to the conclusion of this AGREEMENT.

2. Any amendments or additions to this AGREEMENT may only be made in writing, agreed upon by the PARTIES, and recorded on the same document.



3. If any provisions of this AGREEMENT are or become invalid or ineffective, this does not affect the validity or effectiveness of the remaining provisions of this AGREEMENT.
4. Legal relationships not governed by this AGREEMENT will be subject to the GENERAL TERMS AND CONDITIONS (including the Accommodation Rules as part of them), which are an integral part of this AGREEMENT as Appendix 1 and can be found on the website: <https://www.apartmanyastudialucky.sk>, as well as the provisions of the Civil Code in its current version.
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### **Alternative Dispute Resolution**

5. Under § 5 (1)(l) of Act No. 108/2024 on Consumer Protection and Amendments to Certain Laws, the Tenant, if in the legal status of a consumer, and if they believe that the Lessor has violated their consumer rights, has the right to submit a request for redress to the Lessor under § 11 (1) of Act No. 391/2015 Coll. on Alternative Dispute Resolution of Consumer Disputes and Amendments to Certain Laws, as amended (hereinafter "Act No. 391/2015"). If the Lessor does not respond to this request within 30 days from the day it is sent, or responds with a rejection, the Tenant may submit a proposal for alternative dispute resolution to the relevant ADR entity (hereinafter "entity"). The Tenant's right to approach the court is not affected by this.

Under § 3 (1) of Act No. 391/2015, one of the entities is the Slovak Trade Inspection:

<https://www.soi.sk/sk/alternativne-riesenie-spotrebitelskych-sporov.soi>.

Current List of Alternative Dispute Resolution Entities: <https://www.mhsr.sk/obchod/ochrana-spotrebitela/alternativne-riesenie-spotrebitelskych-sporov-1/zoznam-subjektov-alternativne-riesenie-spotrebitelskych-sporov-1>.

The rights and obligations of the ORDERER arising from this AGREEMENT, including any legal claims arising from or related to this AGREEMENT, may be assigned or transferred to third parties or encumbered for the benefit of third parties only with the prior written consent of the HOST.

7. The application of contractual penalties under this AGREEMENT or the GENERAL TERMS AND CONDITIONS by the PROVIDER and their payment by the obligated person (ORDERER or THIRD PARTY) does not affect the PROVIDER's right to claim full compensation for damages.

8. This AGREEMENT is made in two (2) identical copies; one (1) copy for each PARTY; and it becomes effective and valid on the day it is signed by all PARTIES.

9. The PARTIES hereby declare that this AGREEMENT was not concluded under duress or on notably unfavorable terms, and that the content of this AGREEMENT reflects the freely, clearly, and seriously expressed will of the PARTIES, as evidenced by their signatures below.

10. The ORDERER, as a consumer under § 17 (10)(c) of Act No. 108/2024 Coll. on Consumer Protection and Amendments to Certain Laws in its current version, explicitly agrees by signing this AGREEMENT to the commencement of the provision of the services ordered by them by the HOST: PROPERTY HOLDING, a.s., operating at Apartmány a štúdiá Lúčky, 031 01 Demänovská Dolina 516 to 518, before the expiration of the withdrawal period, to the extent permitted by Act No. 108/2024 Coll. in its current version.

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### **Attachments:**

**Attachment No. 1:** General Terms and Conditions - Apartmány a štúdiá Lúčky, effective from 01.07.2024

**Attachment No. 2:** Sample form for withdrawal from a distance contract - not applicable for

ACCOMMODATION under § 14 (6)(g) of Act No. 108/2024 Coll. and other contracts as specified in § 19 of Act No. 108/2024 Coll.

**Attachment No. 3:** Information on exercising the consumer's right to withdraw from a distance contract - not applicable for ACCOMMODATION under § 14 (6)(g) of Act No. 108/2024 Coll. and other contracts as specified in § 19 of Act No. 108/2024 Coll.

**Attachment No. 4:** Parking plan - cabin A; cabin B.

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In Demänovská Dolina, on \_\_\_\_\_ In Demänovská Dolina, on \_\_\_\_\_

HOST: ORDERER:

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PROPERTY HOLDING, a. s.  
Alena Balková  
based on the power of attorney  
dated 08.07.2024

**Annex No. 2 to the Accommodation Agreement - Apartments and Studios Lúčky**  
Operating facility: Apartments and Studios Lúčky, 031 01 Demänovská Dolina 516 to 518

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**Sample Form for Withdrawal from a Distance Contract**

*does not apply to ACCOMMODATION under § 14(6)(g) of Act No. 108/2024 Coll. on Consumer Protection and Amendment of Certain Laws, as amended, and other contracts covered by § 19 of Act No. 108/2024 Coll. as amended.*

*(Fill out and send this form only if you wish to withdraw from a distance contract for a paid service; this does not apply to ACCOMMODATION under § 14(6)(g) of Act No. 108/2024 Coll. and other contracts covered by § 19 of Act No. 108/2024 Coll.)*

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**To:**

PROPERTY HOLDING, a.s., with its registered office at Panenská 13, 811 03 Bratislava,  
Operating facility: Apartments and Studios Lúčky, 031 01 Demänovská Dolina 516 to 518

**Contact:** recepcia@hotelchopok.sk;

Tel: +421-911-109-816

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**I/We hereby inform you** that I/we withdraw from the contract for the supply or provision of this product:

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*Date of order/receipt.\**

Consumer's full name(s)\*:

Consumer's address\*:

Date:

Consumer's signature(s)\* (only if this form is submitted in paper form):

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Cross out what does not apply.

**Annex No. 3 to the Accommodation Agreement - Apartments and Studios Lúčky**  
Operating facility: Apartments and Studios Lúčky, 031 01 Demänovská Dolina 516 to 518

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**Instructions for Exercising the Consumer's Right to Withdraw from a Distance Contract**  
*Does not apply to ACCOMMODATION under § 14(6)(g) of Act No. 108/2024 Coll. on Consumer Protection and Amendment of Certain Laws, as amended, and other contracts covered by § 19 of Act No. 108/2024 Coll. as amended.*

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**1. Right of Withdrawal from the Contract**

You have the right to withdraw from the contract without giving a reason within 14 days.

The withdrawal period expires 14 days after the day the contract was concluded.

To exercise your right of withdrawal from the contract, please inform us of your decision to withdraw from the contract with an unequivocal statement (for example, by a letter sent by post or by email) to the following address:

PROPERTY HOLDING, a. s., with its registered office at Panenská 13, 811 03 Bratislava  
Operating facility: Apartments and Studios Lúčky, 031 01 Demänovská Dolina 516 to 518  
Email: [recepacia@hotelchopok.sk](mailto:recepacia@hotelchopok.sk)  
Tel: +421-911-109-816

For this purpose, you may use the sample withdrawal form provided to you, but its use is not mandatory.

If you wish, you can also fill out and send the sample withdrawal form or any other unequivocal statement of withdrawal electronically through our website: <https://www.apartmanyastudialucky.sk>. If you use this option, we will immediately confirm receipt of your withdrawal on a durable medium (e.g., by email).

The withdrawal period is considered respected if you send the notice of withdrawal before the withdrawal period expires.

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**2. Consequences of Withdrawal from the Contract**

After withdrawing from the contract, we will refund all payments you have made in connection with the conclusion of the contract, including the costs of delivering the product to you. This does not apply to additional costs if you have chosen a method of delivery other than the cheapest standard delivery offered by us.

Payments will be refunded no later than 14 days from the day we receive your notice of withdrawal from the contract. The refund will be made using the same method you used for your payment, unless you have explicitly agreed to a different method of refund, and no additional charges will apply.

If you requested the provision of services during the withdrawal period, you are required to pay us for the services actually provided until the day we received your notice of withdrawal from the contract. This does not apply to ACCOMMODATION under § 14(6)(g) of Act No. 108/2024 Coll. as amended, and other contracts covered by § 19 of Act No. 108/2024 Coll. as amended.