



**Business Terms and Conditions - Apartments and Studios Lúčky  
031 01 Demänovská Dolina 516 to Demänovská Dolina 518**

(§ 273 paragraph 1 of the Commercial Code in its current wording; Act No. 108/2024 Coll. in its current wording)

**Article I.**

**Introductory Provisions**

1. The purpose of these Business Terms and Conditions (hereinafter referred to as "BTC") is to regulate the rights and obligations in legal relations between the operator of the accommodation facility: "Apartments and Studios Lúčky, 031 01 Demänovská Dolina 516 to Demänovská Dolina 518" and its contractual partners - natural and legal persons, in the paid use of the aforementioned accommodation facilities; this applies to natural persons - consumers in providing exclusively accommodation services (and related services - composed performance), without providing any additional services or selling goods, and thus determining part of the content of a specific accommodation contract (§ 754 et seq. of the Civil Code in its current wording) concluded between the operator of the accommodation facility as the provider of accommodation services (landlord) and the customer of the accommodation service (guest); and in the case of natural persons - entrepreneurs and legal entities when renting the aforementioned accommodation facilities, or another agreed contractual relationship.
2. Deviations in a specific accommodation contract (including its conclusion via online interface - e.g., <https://www.booking.com> or email) take precedence over the wording of these BTC.
3. In the event that a specific accommodation contract between the provider of accommodation services (landlord) and the consumer as the customer of accommodation services (guest) was concluded as a so-called contract concluded at a distance — i.e., in accordance with § 14 of Act No. 108/2024 Coll. in its current wording, agreed and concluded exclusively via one or more means of distance communication without the simultaneous physical presence of the merchant and the consumer, particularly through the use of online interface, email, phone, fax, postal letter, or catalog offer (hereinafter referred to as "CONTRACT CONCLUDED AT A DISTANCE") — in such a case, under § 19 paragraph 1 letter l) of Act No. 108/2024 Coll. in its current wording, the consumer (as the accommodation orderer) does not have the right to withdraw from the accommodation contract even without stating a reason within the time frame according to § 20 paragraphs 1 to 3 of Act No. 108/2024 Coll. in its current wording.

**Article II.**

**Definitions of Terms**

**For the purposes of these BTC, the following terms with capital letters have the following meanings:**

**1.1 AREA of Apartments and Studios Lúčky:** the area on the land in the cadastral area of Demänovská Dolina: parcel reg. "C" KN No. 2945/133 and parcel reg. "C" KN No. 2945/134, including individual buildings where the Apartments and Studios Lúčky are located and the place designated for exterior parking; as graphically outlined in Appendix 1 to these BTC, marked with a red line.

**1.2 PROVIDER'S BANK ACCOUNT:** the bank account of the service provider (merchant) listed on the invoice or other similar document of the service provider (merchant) or in the specific contract as the service provider's (merchant's) bank account.

**1.3 PRICE LIST OF SERVICES:** the valid price list for accommodation services and possibly other services, created by the service provider (merchant), which sets the prices for accommodation services and possibly prices for other provided services; and forms part of the content of a specific contract concluded between the service provider (merchant) and the customer (consumer).

**1.4 CHILD:** for the purposes of these BTC, a child is considered to be a person who has not reached the age of 12 (twelve) years on the day the accommodation starts, or on the day the accommodation starts (reaching the age of 12 is understood as the day of birth); if a person reaches the age of 12 on a specific day, the corresponding part of the payment for accommodation will be charged as the adult price from that day onward (inclusive), as stated in the provider's price list for adults.

**1.5 ACCOMMODATION PERIOD:** the period agreed in the specific contract, or the period resulting from the purpose of the accommodation specified in the specific contract, during which the customer (consumer) has the right to receive temporary accommodation at the specific accommodation facility; the ACCOMMODATION PERIOD always starts at 14:00 (2:00 PM) on the first day of the ACCOMMODATION PERIOD and ends at 10:00 (10:00 AM) on the last day of the ACCOMMODATION PERIOD, unless the service provider (merchant) explicitly states otherwise in writing.

**1.6 Apartments and Studios Lúčky:**

- Building SO.K4-1-10, Demänovská Dolina 518, 031 01 Demänovská Dolina; built on land in the cadastral area of Demänovská Dolina: parcel reg. "C" KN No. 2945/268;
- Building SO.K4-1-11, Demänovská Dolina 517, 031 01 Demänovská Dolina; built on land in the cadastral area of Demänovská Dolina: parcel reg. "C" KN No. 2945/269;
- Building SO.K4-1-17, Demänovská Dolina 516, 031 01 Demänovská Dolina; built on land in the cadastral area of Demänovská Dolina: parcel reg. "C" KN No. 2945/270.

**1.7 ROOM:** a designated accommodation space in a specific building of Apartments and Studios Lúčky, intended for the accommodation of natural persons - consumers.

**1.8 CUSTOMER:**

a) a domestic or foreign natural person who is not a business person according to the legal definition under generally binding legal regulations of the Slovak Republic or the relevant foreign legal system, and who does not act within the scope of their liberal profession, business activity, or entrepreneurial activity (hereinafter referred to as "CONSUMER");

b) a domestic legal entity or natural person in the status of an entrepreneur according to the legal definition under generally binding legal regulations of the Slovak Republic, or a foreign legal or natural person who meets the characteristics of an entrepreneur under the relevant foreign legal system in which it was established, if this person acts within the scope of their entrepreneurial activity (hereinafter referred to as "BUYER");

who concludes a specific contract with the service provider (merchant), the subject of which is the provision of services.

**1.9 PARKING:** any temporary, unguarded, and unprotected use of a designated parking space for specified personal motor vehicles with the maximum permissible total weight not exceeding 3,500 kg (hereinafter referred to as "VEHICLES"); it is a service related to ACCOMMODATION (composite performance), unless expressly stated otherwise in these BTC or in the specific contract between the service provider (merchant) and the customer (consumer).

**1.10 PARKING LOT:** a dedicated paved area located within the AREA of Apartments and Studios Lúčky (on land in the cadastral area of Demänovská Dolina: parcel reg. "C" KN No. 2945/133 and parcel reg. "C" KN No. 2945/134), as graphically indicated in blue in Appendix 1 to these BTC; it is designated entirely for parking VEHICLES; and no other services related to PARKING are provided. Any other categories of



vehicles may PARK only with the written consent of the PROVIDER, and only in a designated part of the PARKING LOT; however, without providing any additional services related to PARKING.

**1.11 PROVIDER:** the business entity: Apartments and Studios Lúčky, 031 01 Demänovská Dolina 516 to 518, company: PROPERTY HOLDING, a. s., with its registered office at Panenská 13, 811 03 Bratislava, Company ID: 36 358 606, VAT ID: 2022191930, VAT registration: SK2022191930, registered in the Commercial Register of the District Court Bratislava III, section Sa, insert No. 3871/B, account number (IBAN): SK13 1100 0000 0029 4017 3672 (Tatra banka, a. s.), which owns Apartments and Studios Lúčky and operates the accommodation service at Apartments and Studios Lúčky.

**1.12 SERVICES:** accommodation services - accommodation in a ROOM provided by the PROVIDER in its own name to the CONSUMER, for a fee, always in accordance with the applicable PRICE LIST OF SERVICES; and in the case of a Lease Agreement concluded between the PROVIDER and the BUYER for the lease of a specific space in Apartments and Studios Lúčky, without providing any other services besides those directly related to the lease; unless otherwise agreed in writing between the PROVIDER and the BUYER.

**1.13 ACCOMMODATION:** the provision of paid accommodation services in a ROOM to the CUSTOMER in the name of the PROVIDER, according to the applicable PRICE LIST OF SERVICES or based on a special written agreement between the PROVIDER and the CUSTOMER, based on the Accommodation Agreement in accordance with § 754 et seq. of the Civil Code in its current wording.

**1.14 CONTRACT:** the specific contract, including the CONTRACT CONCLUDED AT A DISTANCE, concluded between the PROVIDER and the CUSTOMER, the subject of which is the provision or mediation of the provision of SERVICES by and on behalf of the PROVIDER, for the account of the CUSTOMER.

### Article III.

#### Scope of Validity and Currentness of the Terms and Conditions

1. These Terms and Conditions (hereinafter "T&C") apply to all SERVICES provided on behalf of the PROVIDER at Apartments and Studios Lúčky in relation to all CUSTOMERS who have entered into a CONTRACT with the PROVIDER, the subject of which is the provision of SERVICES.
2. The T&C published on the website: <https://www.hotelchopok.sk/apartmany-a-studia-lucky/www.apartmanyastudialucky.sk> are considered valid and form an integral part of both the online reservation form on the Apartments and Studios Lúčky website <https://www.hotelchopok.sk/apartmany-a-studia-lucky/www.apartmanyastudialucky.sk> and the specific CONTRACT.
3. The PROVIDER has the right to unilaterally change these T&C at any time, and the new (amended) T&C will be published on the Apartments and Studios Lúčky website: <https://www.hotelchopok.sk/apartmany-a-studia-lucky/www.apartmanyastudialucky.sk> at least 30 (thirty) days before they take effect. Such publication of the new T&C will be considered as notification to the CUSTOMER regarding the new T&C.

At the same time as the notification of the new T&C, the PROVIDER will also publish instructions for the CUSTOMER, stating that the CUSTOMER has the right to withdraw from the CONTRACT that has not yet expired due to the change in the T&C (this does not apply to ACCOMMODATION and other CONTRACTS regulated by mandatory legal provisions, currently § 19 of Act No. 108/2024 Coll. as amended), within 14 (fourteen) days from the publication of the notification of the new T&C, including the publication of the instructions. However, the PROVIDER's right to cancellation fees in accordance with the cancellation conditions set forth in Article VI of these T&C, and the CUSTOMER's obligation to pay them, remain unaffected.

After the expiration of the 14 (fourteen) day period from the publication of the notification of the new T&C and the publication of the instructions, the new T&C become an integral part of the CONTRACT as of their effective date, unless the CUSTOMER withdraws from the CONTRACT immediately after becoming acquainted with or being able to become acquainted with the wording of the new T&C and the published instructions.

#### **Article IV. Conclusion of the CONTRACT**

1. A CONTRACT, which concerns one or more specific SERVICES, can be concluded by the CUSTOMER exclusively in writing, and this can be done in the following forms:
  - a) by signing the specific CONTRACT between the CUSTOMER and the PROVIDER;
  - b) by submitting a written order from the CUSTOMER to the PROVIDER at the PROVIDER's address, either in paper form or electronically (via email); in such a case, the CUSTOMER will receive a confirmation of their order in paper or electronic form from the email address: [recepacia@CHATAchopok.sk](mailto:recepacia@CHATAchopok.sk);
  - c) in the case of a CONTRACT CONCLUDED REMOTELY through the reservation system of Apartments and Studios Lúčky on the website of Apartments and Studios Lúčky: <https://www.hotelchopok.sk/apartmany-a-studia-lucky/www.apartmanyastudialucky.sk>.
2. The CONSUMER acknowledges that the rights under § 755 et seq. of the Civil Code, as amended, will be acquired only when they become the person being accommodated – the "guest" (Article VII, point 4 of these T&C).
3. In the event that the CONTRACT is concluded by a CUSTOMER acting as a BUSINESS CLIENT (e.g., an intermediary, travel, marketing, or event agency), the BUSINESS CLIENT is not authorized to assign any rights or obligations from this CON

#### **Article V. Remuneration, Deposit/Security, and Payment Terms**

##### **Remuneration**

The prices agreed in the CONTRACT for specific SERVICES are final and include any applicable value-added tax (or other taxes) according to the generally binding legal regulations in effect at the time of concluding the CONTRACT, unless otherwise stated in the specific CONTRACT. In the case of subsequent changes to the statutory tax rate or local fees, individual prices will be adjusted in accordance with the generally binding legal regulations in effect on the date the taxable supply occurs (VAT and other taxes), or on the date the remuneration for the SERVICES agreed in the specific CONTRACT is invoiced (local fees in accordance with the currently valid generally binding decree of the municipality of Demänovská Dolina).

If, in exceptional cases and at its own discretion, the PROVIDER provides the CONSUMER with accommodation that differs from the agreed accommodation or assigns a different type of room for accommodation that is better in terms of scope, quality, and features than originally agreed in the CONTRACT (e.g., a larger number of beds), the PROVIDER may only charge the price originally agreed in the specific CONTRACT for the agreed accommodation or room, and may not demand an increase in the price.

If the CONSUMER does not begin using the room at all during the agreed ACCOMMODATION PERIOD or uses it only for part of the agreed ACCOMMODATION PERIOD, the obligation of the CONSUMER to pay the PROVIDER the full agreed price for the entire ACCOMMODATION PERIOD remains unaffected and continues in the same amount.

If the CONSUMER vacates the room before the end of the agreed ACCOMMODATION PERIOD, their right to accommodation in the room ends; however, in such a case, the CONSUMER is still obligated to pay the PROVIDER the remuneration agreed in the specific CONTRACT for accommodation in the room for the entire agreed ACCOMMODATION PERIOD.

#### **Deposit/Security (§ 555 Civil Code)**

5. The PROVIDER is entitled to request from the CUSTOMER, when concluding the CONTRACT or during their stay at Apartments and Studios Lúčky, a deposit (security) for the case of breach of contractual obligations by the CUSTOMER. This may include, but is not limited to, payment of outstanding amounts for SERVICES, compensation for damages incurred by the PROVIDER, payment of contractual penalties according to these T&C and the CONTRACT, or payment of statutory late payment interest. The security may be provided in the form of a monetary deposit on the CUSTOMER's credit card (pre-authorization or providing full credit card details or another similar method) up to 100% (one hundred percent) of the total remuneration for the SERVICES agreed in the specific CONTRACT.

#### **Payment Terms**

6. The PROVIDER is entitled to require the CUSTOMER to pay the entire remuneration in advance or a deposit for the remuneration when concluding the CONTRACT or during the CUSTOMER's stay at Apartments and Studios Lúčky. This may be up to 100% (one hundred percent) of the total remuneration for the SERVICES agreed in the CONTRACT. Such remuneration or deposit is due within the period determined by the PROVIDER. This does not affect the provision of point 2 of this Article of these T&C.
7. In accordance with § 567, paragraph 2 of the Civil Code, as amended, the payment for SERVICES is considered paid on the day the due amount is credited to the bank account of Apartments and Studios Lúčky.
8. In the event of late payment by the CUSTOMER for the agreed remuneration or part thereof for the SERVICES, the PROVIDER is entitled to charge the CUSTOMER interest for late payment at the following rates:
  - a) in relation to the CONSUMER, at the rate set by civil law regulations (currently § 517, paragraph 2 of the Civil Code, as amended);
  - b) in relation to the BUSINESS CLIENT, at the rate set by commercial law regulations (currently § 369, paragraph 2 of the Commercial Code, as amended);The payment of late payment interest does not affect the PROVIDER's right to claim compensation for damages (including contractual penalties) in full.

### **Article VI.**

#### **Termination of the CONTRACT**

##### **By Agreement**

1. The PROVIDER and the CUSTOMER may mutually agree in writing to terminate and cancel the CONTRACT.
2. **Written Withdrawal from the CONTRACT by the CUSTOMER – Cancellation Terms**  
Unless otherwise agreed in the CONTRACT, the CUSTOMER is entitled to withdraw from the CONTRACT in writing only for reasons specified in § 759, paragraph 1 of the Civil Code, as amended. In such a case, the PROVIDER is entitled to claim a withdrawal fee from the CUSTOMER, which serves as compensation to the PROVIDER for the termination of the CONTRACT, the failure to fulfill its subject, reimbursement of costs incurred by the PROVIDER in connection with the preparation for fulfilling the CONTRACT, and for the PROVIDER's lost profits (hereinafter referred to as the "WITHDRAWAL FEE").
3. **CONSUMER - Agreement on the Withdrawal Fee in accordance with § 497 of the Civil Code, as amended**

The CONSUMER and the PROVIDER have agreed that if the CONSUMER wishes to withdraw from the CONTRACT, the CONSUMER is obligated (and the PROVIDER is entitled) to pay the PROVIDER the WITHDRAWAL FEE in accordance with § 497 of the Civil Code, as amended, and this fee will be as follows:

- a) In the event of cancellation (withdrawal) from the CONTRACT by the CONSUMER between 28 (twenty-eight) and 15 (fifteen) days before the start of the SERVICE being provided by the PROVIDER, the WITHDRAWAL FEE is 30% (thirty percent) of the total remuneration agreed in the CONTRACT;
  - b) In the event of cancellation (withdrawal) from the CONTRACT by the CONSUMER between 14 (fourteen) and 2 (two) days before the start of the SERVICE being provided by the PROVIDER, the WITHDRAWAL FEE is 50% (fifty percent) of the total remuneration agreed in the CONTRACT;
  - c) In the event of cancellation (withdrawal) from the CONTRACT by the CONSUMER within 2 (two) days up to the agreed start date of the SERVICE being provided by the PROVIDER, the WITHDRAWAL FEE is 100% (one hundred percent) of the total remuneration agreed in the CONTRACT;
- unless a different WITHDRAWAL FEE has been separately agreed in writing between the CONSUMER and the PROVIDER in the specific CONTRACT.

#### **4. WHOLESALE CUSTOMER - Agreement on Withdrawal Fee in accordance with § 355, paragraph 1 of the Commercial Code as amended**

The WHOLESALE CUSTOMER and the PROVIDER agree that if the WHOLESALE CUSTOMER wishes to withdraw from the CONTRACT, the WHOLESALE CUSTOMER agrees (and the PROVIDER is entitled) to pay the PROVIDER a WITHDRAWAL FEE in accordance with § 355, paragraph 1 of the Commercial Code as amended. The WITHDRAWAL FEE will be as follows:

- a) In the event of cancellation (withdrawal) from the CONTRACT by the WHOLESALE CUSTOMER more than 60 (sixty) days before the start of the SERVICE being provided by the PROVIDER, the agreed WITHDRAWAL FEE will be 30% (thirty percent) of the total payment agreed in the CONTRACT;
  - b) In the event of cancellation (withdrawal) from the CONTRACT by the WHOLESALE CUSTOMER between 59 (fifty-nine) and 30 (thirty) days before the start of the SERVICE being provided by the PROVIDER, the agreed WITHDRAWAL FEE will be 50% (fifty percent) of the total payment agreed in the CONTRACT;
  - c) In the event of cancellation (withdrawal) from the CONTRACT by the WHOLESALE CUSTOMER between 29 (twenty-nine) and 20 (twenty) days before the start of the SERVICE being provided by the PROVIDER, the agreed WITHDRAWAL FEE will be 70% (seventy percent) of the total payment agreed in the CONTRACT;
  - d) In the event of cancellation (withdrawal) from the CONTRACT by the WHOLESALE CUSTOMER between the 19th (nineteenth) day and the agreed start date of the SERVICE being provided by the PROVIDER, the agreed WITHDRAWAL FEE will be 100% (one hundred percent) of the total payment agreed in the CONTRACT;
- The WITHDRAWAL FEE will be reduced by any deposit already paid by the WHOLESALE CUSTOMER into the PROVIDER's account (hereinafter referred to as "DEPOSIT"). The WHOLESALE CUSTOMER and the PROVIDER expressly agree that the provision of § 355, paragraph 2 of the Commercial Code as amended shall not apply to their contractual relationship.

5. **The WHOLESALE CUSTOMER and the PROVIDER agree**, in accordance with § 351, paragraph 2 of the Commercial Code as amended, that the PROVIDER may unilaterally set off the WITHDRAWAL FEE against any claim the CUSTOMER has for the refund of the DEPOSIT or payment, or their proportional part.

6. **The WHOLESale CUSTOMER and the PROVIDER** agree that in the event:
- a) The CONTRACT is terminated prematurely due to reasons on the WHOLESale CUSTOMER's side;
  - b) The WHOLESale CUSTOMER is first faced with insolvency as per the Bankruptcy and Restructuring Act or a similar law in another jurisdiction with equivalent legal effect, applicable to the WHOLESale CUSTOMER and/or their assets;
  - c) The WHOLESale CUSTOMER enters into a crisis situation as per § 67a et seq. of the Commercial Code or a similar law in another jurisdiction with equivalent legal effect, applicable to the WHOLESale CUSTOMER and/or their assets;
  - d) A bankruptcy petition is filed for the WHOLESale CUSTOMER's assets as per the Bankruptcy and Restructuring Act or a similar law in another jurisdiction with equivalent legal effect, applicable to the WHOLESale CUSTOMER and/or their assets;
  - e) A petition for the authorization of restructuring of the WHOLESale CUSTOMER is filed under the Bankruptcy and Restructuring Act or a similar law in another jurisdiction with equivalent legal effect, applicable to the WHOLESale CUSTOMER and/or their assets;
- At this moment, the PROVIDER is entitled to retain the entire amount of any DEPOSIT as compensation for costs and lost profits due to the premature termination of the specific CONTRACT, with which the WHOLESale CUSTOMER expressly and unconditionally agrees (hereinafter referred to as "COMPENSATION").
- The WHOLESale CUSTOMER and the PROVIDER also expressly agree, in accordance with § 364 of the Commercial Code as amended, to set off the DEPOSIT and the COMPENSATION. The effectiveness of such an agreement will occur upon the moment specified in points a) through e) above, whichever occurs first.

7. **Withdrawal from the CONTRACT by the PROVIDER**

The PROVIDER is entitled to withdraw from the CONTRACT (including a CONTRACT for ACCOMMODATION, where the legal reason for withdrawal, as stated in § 759, paragraph 2 of the Civil Code, applies) in writing in the following cases:

- a) If the CUSTOMER has outstanding obligations to the PROVIDER under the specific CONTRACT after the due date, including the DEPOSIT;
  - b) In the event of a material breach of these GENERAL TERMS AND CONDITIONS (GTC) by the CUSTOMER;
  - c) If circumstances of force majeure occur, which are considered to include:
    - (i) Natural events such as fire, flood, earthquake, lightning, hail, strong wind, whirlwind, snowstorm, extreme frost, etc.;
    - (ii) Strike or other (civil or political) unrest;
    - (iii) Terrorism; mobilization, war, state of war, emergency state, or similar events;
    - (iv) Commercial, monetary, hygienic, political, or other public law acts of the authorities of the Slovak Republic or other international or supranational institutions/organizations (e.g., legally binding acts of the European Communities or the European Union under Article 7, paragraph 2 of the Constitution of the Slovak Republic, or an international treaty under Article 7, paragraph 5 of the Constitution of the Slovak Republic), which grant the Slovak legal system the power to limit fundamental rights and freedoms, thereby limiting the rights of the PROVIDER;
    - (v) The existence of a pandemic or epidemic or other biological threats, the declaration of quarantine measures, or other similar restrictions;
- If these make fulfilling the specific CONTRACT by the PROVIDER impossible, or if they result in the closure of the specific Apartments and Studios in Lúčky or limit their operation for more than 30 (thirty) days from their occurrence;
- d) If operational circumstances in the Apartments and Studios in Lúčky arise that make it impossible for the PROVIDER, with respect to safety, health, and effective legal regulations, to provide the SERVICES as agreed, either in the agreed scope or quality;
  - e) If the CUSTOMER knowingly provided the PROVIDER with misleading or false information in order to enter into the CONTRACT; or if the CUSTOMER concealed information from the PROVIDER, which, if

known to the PROVIDER, would have led to the PROVIDER not entering into the CONTRACT (e.g., the true identity of the CUSTOMER or their true nationality, or the actual reason for staying at the Apartments and Studios in Lúčky, or the true reason for utilizing the SERVICES);

f) If the PROVIDER has a valid reason to believe that the CUSTOMER's stay at the Apartments and Studios in Lúčky, on the premises of the Apartments and Studios in Lúčky, or in the parking lot, or the use of SERVICES by the CUSTOMER, could jeopardize the proper operation or safety at the specific Apartments and Studios in Lúčky, including its staff and other guests of the Apartments and Studios in Lúčky, the reputation and good name of the Apartments and Studios in Lúčky (including its staff), or the PROVIDER;

g) If the CUSTOMER has unauthorizedly (whether for a fee or free of charge) allowed access, rent, or sublet the premises in the Apartments and Studios in Lúčky, on the premises of the Apartments and Studios in Lúčky, or in the parking lot to a third party without prior written consent of the PROVIDER;

If any of the circumstances listed in points (b) through (e) and (g) of this article occur, the PROVIDER's right to claim compensation for damages in full remains unaffected.

## Article VII.

### ACCOMMODATION (Accommodation Rules - § 754, paragraph 2 of the Civil Code)

1. Unless the PROVIDER specifies otherwise, the CONSUMER can check into the Apartments and Studios Lúčky within the agreed ACCOMMODATION PERIOD only on the day specified in the CONTRACT as the start date of the ACCOMMODATION, and no earlier than 14:00 (2:00 PM). The CONSUMER has no legal right to early access to the ROOM (check-in) at the Apartments and Studios Lúčky.
2. If the CONSUMER does not check into the Apartments and Studios Lúčky by 24:00 (midnight) on the first day of the agreed ACCOMMODATION PERIOD specified in the CONTRACT, the PROVIDER's obligation to "reserve" the ACCOMMODATION or specific ROOM for the CONSUMER shall cease, and the PROVIDER has the right to dispose of such ACCOMMODATION or specific ROOM in any other way.
3. In accordance with § 755 and the following sections of the Civil Code, the CONSUMER becomes the "guest" upon picking up the access keys for the specific property of the Apartments and Studios Lúčky (1 key) and for each ordered ROOM (1 key) at the reception of the Apartments and Studios Lúčky, located at the WELLNESS HOTEL CHOPOK\*\*\*\*®, 031 01 Demänovská dolina 20 (hereinafter referred to as the "RECEPTION").
4. During the ACCOMMODATION PERIOD, the PROVIDER or a person authorized by the PROVIDER may, in justified cases, ask the CONSUMER and any other persons present in the premises of the Apartments and Studios Lúčky to prove their identity and right to use the premises of the Apartments and Studios Lúčky.
5. If the CONSUMER is a foreigner (not a citizen of the Slovak Republic), when checking into the ACCOMMODATION at the Apartments and Studios Lúčky, they must, before starting to use the ACCOMMODATION, fill out the official form for registering the stay of a foreigner, as required by specific laws, and provide truthful and complete information as requested.
6. The CONSUMER is required, upon moving into the ROOM assigned by the PROVIDER for ACCOMMODATION purposes, to thoroughly inspect the ROOM and immediately report any defects, faults, or other reservations regarding the ROOM's furnishings or equipment to the RECEPTION of the Apartments and Studios Lúčky. The CONSUMER has the same obligation if defects or faults in the ROOM appear during the agreed ACCOMMODATION PERIOD or on the day agreed in the CONTRACT as the end date of the ACCOMMODATION. Otherwise, the CONSUMER will be fully responsible for any resulting damage.
7. After the specific CONTRACT has been concluded and the ACCOMMODATION in the assigned ROOM has begun, the PROVIDER and the CONSUMER may agree to extend the ACCOMMODATION PERIOD. In such cases, however, the PROVIDER has no legal obligation to offer the CONSUMER the same ROOM that was initially reserved for the start of the ACCOMMODATION once the original ACCOMMODATION PERIOD has expired. If the PROVIDER does not specify that the CONSUMER can continue staying in the same ROOM after the extension of the ACCOMMODATION PERIOD, the CONSUMER is obligated to



vacate (in accordance with sections 8 and 9 of this article) the current ROOM by no later than 10:00 AM on the last day of the originally agreed ACCOMMODATION PERIOD, unless the PROVIDER specifies a later time for vacating the ROOM.

8. On the day agreed in the CONTRACT as the end date of the ACCOMMODATION within the agreed ACCOMMODATION PERIOD, the CONSUMER's right to stay in the specific OBJECT of the Apartments and Studios Lúčky in the assigned ROOM will expire. The CONSUMER is obligated to vacate the ROOM, which means:
  - Remove all personal items from the ROOM.
  - Physically leave the ROOM.
  - Remove all personal items from the OBJECT of the Apartments and Studios Lúčky, including common areas and ski room.
  - Physically leave the OBJECT of the Apartments and Studios Lúčky, including the PARKING LOT.
  - Return all access keys received at the beginning of the ACCOMMODATION. The CONSUMER must do this within the following deadlines:
    - Arrive at the RECEPTION no later than 11:00 AM if the CONSUMER's right to stay in the specific OBJECT of the Apartments and Studios Lúčky expires at the end of the ACCOMMODATION PERIOD as agreed in the CONTRACT.
    - Arrive at the RECEPTION immediately after the expiration of the right to stay in the specific OBJECT of the Apartments and Studios Lúčky if the right to stay expires for any other reason in accordance with these TERMS AND CONDITIONS (especially according to Article VI, point 7). After this time (11:00 AM), the PROVIDER has the right to charge the CONSUMER a contractual penalty for failing to vacate the ROOM properly and on time, in the amount specified in the current SERVICE PRICE LIST. This does not affect the PROVIDER's right to claim full compensation for damages.
9. The CONSUMER is obligated to leave the ROOM in the condition in which it was received on the first day of the ACCOMMODATION, i.e. without damage, disorder, or trash; to close all faucets, turn off the lights, close the windows and doors, empty the dishwasher, clean the refrigerator, stove, and oven, and ensure that the entrance door to the ROOM is properly locked upon leaving the ROOM and that the entrance door to the specific OBJECT of the Apartments and Studios Lúčky is properly locked when leaving the OBJECT, including the door to the ski room.
10. If extraordinary dirt or contamination is found in the ROOM or the specific OBJECT of the Apartments and Studios Lúčky or its surroundings (such as mud, vomit, broken bottles, etc.), the PROVIDER has the right to charge the CONSUMER a contractual penalty, in the amount specified in the current SERVICE PRICE LIST. This does not affect the PROVIDER's right to claim full compensation for damages.
11. Without prior written consent from the PROVIDER, the CONSUMER is not entitled to rent out (i.e. sublet) the ROOM (including its furnishings) assigned by the PROVIDER for ACCOMMODATION during the agreed ACCOMMODATION PERIOD, or allow any third party to use it, whether for payment or free of charge.
12. Authorized representatives of the PROVIDER are allowed to enter the ROOM, in connection with the fulfillment of their work tasks at the specific Apartments and Studios Lúčky (e.g., maintenance staff); in their presence, external service providers engaged by the PROVIDER (such as maintenance, repairs, inspections, and servicing of equipment and technology) may also enter the ROOM.
13. During the ACCOMMODATION PERIOD, the CONSUMER is required, before leaving the ROOM, to:
  - turn off the water faucets,
  - turn off the lights and all other electrical or other appliances (e.g., TV),
  - close the doors and windows, and
  - check whether the entrance door to the ROOM is properly locked upon leaving the ROOM and whether the entrance door to the specific OBJECT of the Apartments and Studios Lúčky is properly locked when leaving the OBJECT, including the door to the ski room.
14. During the ACCOMMODATION in the specific object of Apartments and Studios Lúčky, the CONSUMER is allowed to receive visitors only in the common areas of the specific OBJECT of Apartments and Studios Lúčky. Receiving visitors in the ROOM is only permitted with prior approval from the PROVIDER, and the identity of the visitor must be verified at the RECEPTION. The visitor must leave the ROOM by no later than 10:00 PM on the same day they arrived at the Apartments and Studios Lúčky. If this condition is not met, the PROVIDER has the right to require the CONSUMER to pay for the ACCOMMODATION in the ROOM, as well as the charges for

SERVICES related to the ACCOMMODATION for the visitor, as per the current SERVICE PRICE LIST.

15. The CONSUMER and third parties are not permitted to make any alterations or modifications to the equipment or furnishings of the ROOM or the specific OBJECT of Apartments and Studios Lúčky, including moving furniture or other furnishings, either inside the ROOM or within the specific OBJECT of Apartments and Studios Lúčky or outside of the OBJECT (e.g., on the terrace), without the prior written consent of the PROVIDER.
16. It is prohibited to change the settings of the TV programs and satellite broadcasting in the ROOM. If any TV programs or satellite broadcasts are found to be misaligned, the PROVIDER has the right to charge the CONSUMER a contractual penalty, as specified in the current SERVICE PRICE LIST. This does not affect the PROVIDER's right to claim full compensation for any damages.
17. The Apartments and Studios Lúčky are equipped with smoke detectors. If smoke is detected in the ROOM or the specific object of Apartments and Studios Lúčky, an alarm will go off and summon firefighters. A false (prank) fire alarm is considered an offense under Act No. 314/2001 on fire protection and may be penalized with a fine and compensation for damages by the Fire and Rescue Service.

#### **Article VIII.**

#### **PARKING AND PARKING FACILITIES**

1. Vehicle access to the PARKING LOT of a specific object of Apartmány a štúdiá Lúčky is permitted only via designated access roads, and driving a VEHICLE within the premises of Apartmány a štúdiá Lúčky is permitted only within the PARKING LOT. The CUSTOMER is required to respect the private property of the owners of surrounding properties.
2. The PARKING LOT of the specific object of Apartmány a štúdiá Lúčky is fully intended for the purpose of parking VEHICLES, without providing any additional services related to parking.
3. The PARKING LOT located within the premises of the specific object of Apartmány a štúdiá Lúčky is intended exclusively for customers who have booked a ROOM in that specific object of Apartmány a štúdiá Lúčky. Parking in the PARKING LOT located in the premises of another object of Apartmány a štúdiá Lúčky is only possible with prior written consent and based on the PROVIDER's instructions.
4. Parking of vehicles transporting hazardous substances is prohibited; this does not apply in the case of deliveries to a specific object of Apartmány a štúdiá Lúčky or service activities (repair, maintenance).
5. The PARKING LOT is not monitored or otherwise protected; the PROVIDER is not responsible for any damage caused to VEHICLES parked in the PARKING LOT of a specific object of Apartmány a štúdiá Lúčky or within the premises of Apartmány a štúdiá Lúčky, including movable items stored in these VEHICLES.
6. Parking of vehicles within the premises of Apartmány a štúdiá Lúčky is permitted only in the PARKING LOT, unless the CUSTOMER has a written agreement with the PROVIDER; in the case of special parking requests within the premises of Apartmány a štúdiá Lúčky, if the CUSTOMER and PROVIDER agree on such, special parking may incur additional charges.
7. Parking in the PARKING LOT is possible at a designated place according to the parking plan, which the CUSTOMER will receive from the PROVIDER, but always so that parking of other persons using the specific object of Apartmány a štúdiá Lúčky is not unnecessarily obstructed. This includes blocking access to the premises of the specific object (e.g., for fire trucks, medical services), blocking individual entrances or access points (including the ski room), blocking access to waste disposal points, or blocking access to technical rooms and technologies located within the premises of the specific object.
8. The PROVIDER has the right, at its discretion, to tow a VEHICLE from the PARKING LOT or to instruct its towing to a designated place at the CUSTOMER's cost and risk if:
  - There is a risk of immediate damage or harm to health in the PARKING LOT;
  - As a result of the VEHICLE's parking in the PARKING LOT, the proper operation of the PARKING LOT is threatened;
  - A leakage of fuels, other operational liquids, vapors, or fumes occurs or has already occurred from the

VEHICLE;

and the CUSTOMER fails to remedy the situation without undue delay after being asked by the PROVIDER.

9. The CUSTOMER is not entitled to lease, sublet, or transfer the PARKING LOT or any part thereof to any third party without prior written consent from the PROVIDER.
10. At the request of the PROVIDER's representative/employee, the CUSTOMER is required to provide information on whether their VEHICLE is parked in the PARKING LOT and, if necessary, also identification details of the VEHICLE.
11. Due to the location of Apartmány a štúdiá Lúčky in a mountainous area and the various ownership relationships regarding the land where the access roads to Apartmány a štúdiá Lúčky are located, the PROVIDER cannot guarantee continuous winter maintenance of the access roads to Apartmány a štúdiá Lúčky; similarly, the PROVIDER cannot guarantee continuous winter maintenance of the premises of Apartmány a štúdiá Lúčky for objective reasons. Further information is provided in the current instructions of the PROVIDER or in the specific AGREEMENT.

## Article IX.

### General Provisions

#### A. Prevention of Damage

1. In accordance with § 415 et seq. of the Civil Code in effect, the CUSTOMER is obligated to always act in a way that prevents damage to property or harm to life or health. To prevent damage, the CUSTOMER is required to take action appropriate to the circumstances and their abilities. The CUSTOMER is also required to immediately inform the reception staff about any threat of damage to the property of the Apartmány a štúdiá Lúčky, the property of the premises of Apartmány a štúdiá Lúčky, and the property of the PARKING LOT, as well as about any actions taken to prevent such damage.
2. Before entering the specific object of Apartmány a štúdiá Lúčky, every person is required to clean their footwear, feet, and clothing, especially from dirt and snow. In the case of CHILDREN, the responsible adult accompanying them is accountable for this; the same applies to pets if they have been allowed to stay in the specific object of Apartmány a štúdiá Lúčky in accordance with these TERMS.
3. Upon entering any object of Apartmány a štúdiá Lúčky, every person is required to remove exterior footwear (e.g., walking shoes, sports shoes, ski boots, hiking boots, or other outdoor footwear) and, at their discretion, may change into their own indoor footwear.
4. The CUSTOMER may not use any personal electrical appliances or devices for preparing or altering food and drinks in the ROOM or any other area of the specific object of Apartmány a štúdiá Lúčky, including, but not limited to, cookers, stoves, heating spirals, or electric kettles. The CUSTOMER may not use electrical appliances or devices for the alteration or maintenance of clothing (particularly irons) or gas devices and appliances. Additionally, the CUSTOMER may not use any other appliances or devices that could damage the equipment and furnishings of the ROOM or the specific object of Apartmány a štúdiá Lúčky.  
This restriction does not apply to:
  - a) Electrical appliances installed in the specific ROOM;
  - b) Portable electrical devices for personal hygiene (razors, hairdryers, curling irons, straighteners, etc.), but not for the hygiene of pets;
  - c) Mobile phones, portable computers, tablets, and their accessories such as chargers, backup power sources (power banks), etc.
5. The CUSTOMER is obligated to properly inform themselves and any third parties in the ROOM or the specific object of Apartmány a štúdiá Lúčky, who are there with their knowledge or consent, about fire safety regulations, the correct use of fire extinguishers and equipment, and the best fire escape routes from the ROOM and the specific object of Apartmány a štúdiá Lúčky in the event of a fire or other emergencies.

#### B. Rules of Conduct in the Apartments and Studios Lúčky, in the Premises of the Apartments and Studios Lúčky, and in the Parking Lot

##### B1. Use of Services and Night Quiet

6. In the event that the behavior of the CONSUMER in the specific object of Apartments and Studios Lúčky causes repeated complaints from other persons staying in the same object, the PROVIDER has the right to temporarily remove the CONSUMER from the premises of the specific object of Apartments and Studios Lúčky. In extreme cases, the PROVIDER may cancel the CONSUMER's accommodation or terminate the specific AGREEMENT without any compensation.
7. From 10:00 PM (22:00) to 6:00 AM the following day, the CONSUMER is required to observe quiet hours and must not disturb any other persons, whether staying in the specific object of Apartments and Studios Lúčky or using other services in the specific object, as well as the PROVIDER's staff.  
In case of a disturbance of quiet hours or inappropriate behavior (especially disruptive conduct) in the premises of the specific object of Apartments and Studios Lúčky, in the premises of Apartments and Studios Lúčky, or in the Parking Lot, if the CONSUMER does not stop their behavior despite a warning from the PROVIDER, the PROVIDER has the right—at the expense of the CONSUMER (the cost for one hour of intervention by the private security service JÁGER - protection of persons and property, s. r. o., is 50 EUR)—to call the intervention unit of the private security service JÁGER - protection of persons and property, s. r. o., and to draw up a report on the incident.

## **B2. Waste**

8. It is prohibited to store any waste – especially mixed, municipal, or biological waste – or their parts and components, in the specific building of the Apartments and Studios Lúčky, within the AREA of the Apartments and Studios Lúčky, and on the PARKING LOT, except for waste generated by the operations of the Apartments and Studios Lúčky, including accommodation services. Violating this prohibition will be considered a significant breach of these Terms and Conditions and the specific AGREEMENT.
9. The CUSTOMER is required to dispose of regular mixed (municipal) waste into the designated bins located in the ROOM, or in the spaces of the specific building of the Apartments and Studios Lúčky, and then take the full waste bins from the ROOM (according to the current waste separation rules) to the designated waste containers at designated places within the AREA of the Apartments and Studios Lúčky.

## **B3. Storage of Items**

10. In the specific object of Apartments and Studios Lúčky, in the premises of Apartments and Studios Lúčky, and in the parking lot, it is prohibited to use or store flammable and explosive materials, chemical, biological, oil, and toxic substances, harmful or dangerous items or materials, or items, materials, methods, devices, or technologies that may threaten or damage life, health, property, or the environment, or their parts and components, without prior written consent from the PROVIDER. Violating this ban is considered a significant breach of these Terms and Conditions and the specific Agreement.
11. The CUSTOMER is required to store their sports equipment (especially skis, poles, ski boots, snowboards, sleds) exclusively in electronically lockable lockers designated for the storage of sports equipment, located in the room in the specific object of Apartments and Studios Lúčky marked as the “ski room.” The CUSTOMER must also respect the operating hours of the ski room. The PROVIDER is only responsible for damages to the sports equipment (especially skis, poles, ski boots, snowboards, sleds) stored in these lockers.
12. The CUSTOMER is prohibited from bringing any sports equipment or other items not directly related to accommodation in the specific ROOM (except for storage in the designated storage space, such as the ski room) into the specific object of Apartments and Studios Lúčky.
13. Common areas in the specific object of Apartments and Studios Lúčky (especially hallways, social zones) are not intended for storing sports equipment, footwear (including sports and hiking shoes), or luggage.

#### **B4. Smoking Ban; Ban on Handling Open Flames; Regulation of Narcotic and Psychotropic Substances, Poisons and Precursors, Weapons, and Ammunition**

14. Except for designated areas that are properly marked, smoking tobacco or any similar products is prohibited in the specific object of Apartments and Studios Lúčky, in the premises of Apartments and Studios Lúčky, and in the parking lot. Violating this prohibition is considered a significant breach of these Terms and Conditions and the specific Agreement.
15. Except for designated areas that are properly marked, the use of any form of electronic cigarettes (e.g., WAP forms) is prohibited in the specific object of Apartments and Studios Lúčky. Violating this prohibition is considered a significant breach of these Terms and Conditions and the specific Agreement.
16. Except for designated areas that are properly marked, handling open flames is prohibited in the specific object of Apartments and Studios Lúčky, in the premises of Apartments and Studios Lúčky, and in the parking lot. Violating this prohibition is considered a significant breach of these Terms and Conditions and the specific Agreement.
17. The consumption, use, sale, or trafficking of any prohibited narcotic and psychotropic substances, poisons, and precursors, including any authorized hallucinogens and narcotic plants, is prohibited in the specific object of Apartments and Studios Lúčky, in the premises of Apartments and Studios Lúčky, and in the parking lot. Violating this prohibition is considered a significant breach of these Terms and Conditions and the specific Agreement.
18. Without the prior written consent of the PROVIDER, it is prohibited to possess, sell, traffic, or store any weapons or their parts and components, explosives, ammunition, or munitions in the specific object of Apartments and Studios Lúčky, in the premises of Apartments and Studios Lúčky, or in the parking lot, Violating this prohibition is considered a significant breach of these Terms and Conditions and the specific Agreement.

#### **B5. Leisure Activities**

19. Ball games and other sports activities may be played and conducted by the CONSUMER only in designated areas within the specific object of the Apartments and Studios Lúčky or in designated areas within the premises of the Apartments and Studios Lúčky, in such a manner that it does not disturb the peace or safety or endanger the life and health of other persons staying in the specific object of the Apartments and Studios Lúčky or using other services in the specific object of the Apartments and Studios Lúčky or the PROVIDER's staff.
20. The mining of digital cryptocurrencies (e.g., BITCOIN) is prohibited in the specific object of the Apartments and Studios Lúčky; a violation of this prohibition is considered a significant breach of these Terms and Conditions and the specific Agreement.
21. The operation of any gambling activities (as defined in Act No. 30/2019, in its effective version), including online gambling (casinos, slot machines, quiz machines, etc.), is prohibited in the specific object of the Apartments and Studios Lúčky; a violation of this prohibition is considered a significant breach of these Terms and Conditions and the specific Agreement.

#### **C. Animals and Creatures**

22. For the purposes of these Terms and Conditions, domestic animals, wild animals, dangerous creatures, and animals kept or held for farming purposes refer to animals and creatures as defined and referenced in the Regulation of the Ministry of Agriculture and Rural Development of the Slovak Republic No. 143/2012 Coll., Regulation of the Ministry of Agriculture and Rural Development of the Slovak Republic No. 283/2020 Coll., and the Government Regulation of the Slovak Republic No. 322/2003 Coll.



23. Without prior written consent from the PROVIDER, entry into the premises of the Apartments and Studios Lúčky or the parking lot, or into the specific object of the Apartments and Studios Lúčky, is prohibited for the following, whether by the CUSTOMER or any third party: • Domestic animals; • Wild animals; • Animals typically kept or held for farming purposes; • Dangerous animals/creatures; A violation of this prohibition is considered a substantial breach of these Terms and Conditions and the specific Agreement; in case of such a violation, the CUSTOMER agrees to pay the PROVIDER a contractual penalty for each animal, as specified in the current Service Price List.
24. The owner/holder of the specific animal/creature is fully responsible for any damage caused by the animal/creature, whether within the specific object of the Apartments and Studios Lúčky, the premises of the Apartments and Studios Lúčky, or the parking lot.

#### **D. Restriction of Entry and Movement; Limitation of Service Provision**

##### **D1. Restriction of Entry and Movement**

25. The CUSTOMER must not enter areas within the specific object of the Apartments and Studios Lúčky or parts of the premises of the Apartments and Studios Lúčky that are marked as restricted or designated exclusively for the employees/personnel of the Apartments and Studios Lúčky or areas intended for the operation and service of the Apartments and Studios Lúčky or its individual centers.

##### **D2. Movement of CHILDREN in the Premises of the Apartments and Studios Lúčky and the Area**

26. Children under the age of 6 (six) years may move around the premises of the specific object of the Apartments and Studios Lúčky or the area of the Apartments and Studios Lúčky only when accompanied by an adult person - at least 18 (eighteen) years of age. Children must not be left unattended in any part of the specific object of the Apartments and Studios Lúčky, including the room and its balconies/terraces, or in the premises of the Apartments and Studios Lúčky without the supervision of an adult person (at least 18 years of age).

#### **Article X.**

##### **Provider's Liability as the Seller for Defects in Paid Services or Sold Goods**

1. The PROVIDER is only liable for defects in the paid SERVICE or sold goods.

#### **Article XI.**

##### **Liability for Damage Caused by the Provider**

1. The PROVIDER is not liable for damage to the property or health of the CLIENT caused by the CLIENT's intentional or negligent actions (or failure to act).
2. The PROVIDER is liable for damage to items brought into the premises of the Apartments and Studios Lúčky or left in the premises according to the specific CONTRACT, these Terms and Conditions, and the provisions of Section 433 and subsequent sections of the Civil Code in effect. The CLIENT has a limited right to claim compensation for damage to brought or left valuables such as jewelry, money, and other valuables—unless these were handed over for safekeeping with a receipt—and the maximum amount is determined by the relevant legal regulations of the Slovak Republic (currently under Section 1c of Government Regulation No. 87/1995 Coll.; and the maximum amount is: 332 EUR).
3. The free provision of a parking space for a specific movable item on the PARKING LOT or in the AREA of the Apartments and Studios Lúčky does not create a contract of safekeeping between the PROVIDER and the CLIENT (Section 747 and subsequent sections of the Civil Code in effect); nor any similar contract.
4. The CLIENT must assert their right to compensation for damage to brought or stored items at the RECEPTION or with the PROVIDER without undue delay; this right will expire if not asserted at the latest 15 (fifteen) days after the day the CLIENT, as the injured party, became aware of the damage (Section 436 and subsequent sections of the Civil Code in effect).
5. There are no safes or similar lockable storage for valuables available in the Apartments and Studios Lúčky.

6. Cameras and video recordings are only for the protection of the PROVIDER's property; the PROVIDER is not authorized by law to provide the CLIENT with video recordings.

7.

#### **Article XII.**

##### **Communication and Delivery**

1. For general communication, the PROVIDER designates the following e-mail address:  
repcia@hotelchopok.sk.
2. The PROVIDER and the CLIENT have agreed that documents will be delivered via the Slovenská pošta, a.s., postal service (courier) to the registered addresses in the appropriate register (commercial, trade, or other similar public register) or the residential address; or in electronic form to the agreed-upon e-mail addresses. A document may also be delivered by personally handing it over to the person authorized to receive documents on behalf of the recipient, and such delivery must be confirmed in writing by the person who received the document, including a legible indication of the name, date, and signature of the person.  
A delivered document is considered delivered:
  - a) on the day the recipient receives the package;
  - b) on the day the recipient refuses to accept the package;
  - c) at the latest on the 3rd (third) business day after:
    - the document has been demonstrably sent by registered mail to the recipient's registered address or residential address;
    - the document has been demonstrably sent in electronic form to the agreed e-mail address of the recipient, with proof of sending the document in electronic form being considered valid only if there is an electronic confirmation automatically generated by the recipient's email program confirming the delivery of the email to the recipient's email address, or written confirmation from the recipient of the delivery of the document sent to the sender's email address.
3. The PROVIDER and the CLIENT have agreed that the PROVIDER, in accordance with the Postal Conditions of Slovenská pošta, a.s., is entitled to mark the shipment with the "Hold for 3 days" note for disposal.

#### **Article XIII.**

##### **Dispute Resolution**

###### **A. CONSUMER - Alternative Dispute Resolution**

1. In accordance with § 5, paragraph 1, letter l) of Act no. 108/2024 on Consumer Protection and Amending and Supplementing Certain Laws, as amended, the CONSUMER, if they believe that the PROVIDER has violated their consumer rights, has the right to submit a request for redress to the PROVIDER in accordance with § 11, paragraph 1 of Act no. 391/2015 Coll. on Alternative Dispute Resolution of Consumer Disputes and Amending and Supplementing Certain Laws, as amended by Act no. 108/2024 (hereinafter referred to as "Act no. 391/2015"). If the PROVIDER does not respond to this request within 30 (thirty) days from the date of submission or provides a negative response, the CONSUMER may submit a proposal for the initiation of alternative dispute resolution to the relevant alternative dispute resolution entity (hereinafter referred to as "entity"); this does not affect the CONSUMER's right to approach the court.
2. According to § 3, paragraph 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>.
3. Current List of Alternative Dispute Resolution Entities: <https://www mhsr.sk/obchod/ochrana-spotrebitela/alternativne-riesenie-spotrebitelskych-sporov-1/zoznam-subjektov-alternativneho-riesenia-spotrebitelskych-sporov-1>.

**B. CUSTOMER**

4. The PROVIDER and the CUSTOMER have agreed that any disputes arising from the specific AGREEMENT or these Terms and Conditions, or related disputes (including disputes regarding non-contractual claims), will be resolved through arbitration according to the Rules of Procedure of the Arbitration Court of the Slovak Bar Association, with one arbitrator appointed by the Presidency of the Arbitration Court of the Slovak Bar Association.

The place of arbitration is Bratislava, Slovak Republic; the language of arbitration is Slovak.

This arbitration clause is governed by the law of the Slovak Republic.

**Article XIV.  
Final Provisions**

1. The CUSTOMER is obligated to comply with the provisions of these Terms and Conditions; otherwise, the PROVIDER has the right to withdraw from the specific AGREEMENT and is entitled to the full payment of the agreed price for the specific SERVICES as stipulated in the AGREEMENT.
2. Any changes or amendments to the specific AGREEMENT and these Terms and Conditions require a written form.
3. Mutual legal relations not explicitly governed by the specific AGREEMENT or these Terms and Conditions, or arising in connection with the specific AGREEMENT or specific SERVICES, shall be governed solely by the legal order of the Slovak Republic: a) In relation to the CONSUMER, by the provisions of civil law, particularly the Civil Code in its applicable version; b) In relation to the CUSTOMER, by the provisions of commercial law, particularly the Commercial Code in its applicable version; and other generally binding legal regulations. However, the UN Convention on Contracts for the International Sale of Goods (Vienna, 1980) and domestic conflict-of-law rules shall not apply to the legal relationship established by the specific AGREEMENT and these Terms and Conditions.
4. In case of conflict between the provisions of the specific AGREEMENT or these Terms and Conditions and the dispositive provisions of generally binding legal regulations, the provisions of the AGREEMENT shall prevail first, followed by the provisions of these Terms and Conditions.
5. The specific AGREEMENT, these Terms and Conditions, and the legal order of the Slovak Republic, in this order, always take precedence over any business terms of the CUSTOMER or other (commercial or delivery) terms of the CUSTOMER. Such business or delivery terms of the CUSTOMER may only be part of the contractual relationship between the PROVIDER and the CUSTOMER if the PROVIDER has expressly agreed in writing to such terms and has also clearly expressed in writing the intended legal relationship between the specific AGREEMENT, these Terms and Conditions, and the business or delivery terms of the CUSTOMER.
6. These Terms and Conditions are drafted and published in Slovak, English, and Polish languages; in the event of discrepancies between these language versions, the Slovak version shall prevail.
7. These Terms and Conditions enter into force on July 1, 2024.

**Annexes:**

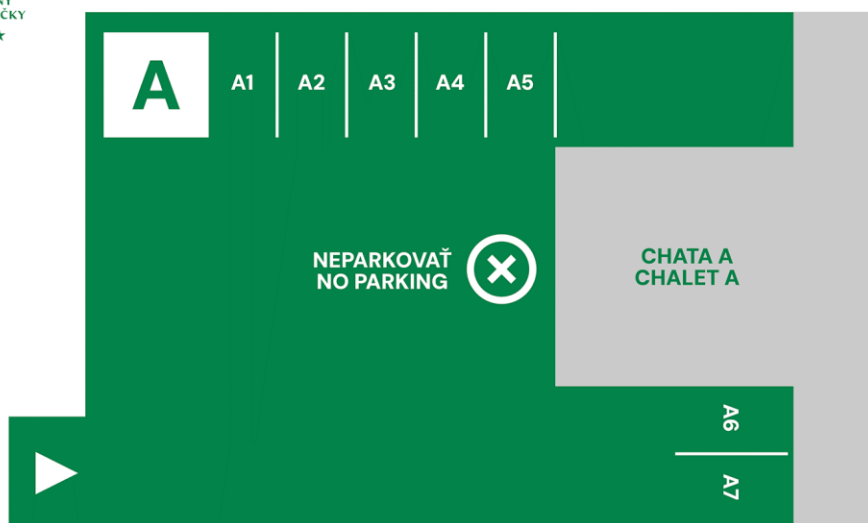
Annex 1: Graphical representation of the parking AREA of the Apartments and Studios Lúčky



Annex No. 1 - Parking plan of Apartments and Studios Lúčky



## PARKOVACÍ PLÁN PARKING PLAN



## PARKOVACÍ PLÁN PARKING PLAN

