

General Terms and Conditions (GTC)

Villa Garden

Operation: Villa Garden, Kukučínova 983/15, 058 01 Poprad

Business name: Triple Centrum s. r. o., Company ID: 46484663, Tax ID: 2820006442, VAT ID: SK2820006442

Registered in the Commercial Register of the Municipal Court of Košice, Section: Sro, File No. 28966/V

Contacts: e-mail: info@villagarden.sk, tel.: +421 948 918 720 web: www.villagarden.sk

(hereinafter also referred to as the "Operator", "Accommodator" or "Villa Garden")

1. Definition of terms and scope

1.1 The Contract is an agreement between the Operator and the Guest - Customer on the provision of accommodation and/or services (e.g. massage, wellness), concluded in person, by telephone, by e-mail or via an online booking system.

1.2. Customer or Guest means:

a) a domestic or foreign natural person who is not an entrepreneur within the meaning of the legal definition according to the generally binding legal regulations of the Slovak Republic or the relevant foreign legal system, and who is not acting within the scope of his/her liberal profession, business or business activity (hereinafter also referred to as the "consumer");

b) a domestic legal entity or natural person in the position of an entrepreneur within the meaning of the legal definition according to the generally binding legal regulations of the Slovak Republic, or a foreign legal entity or natural person who meets the characteristics of an entrepreneur according to the relevant foreign legal system under which it was founded, if this person acts within the scope of his/her business activity (hereinafter also referred to as the "customer").

1.3. Apartment house means: accommodation facility called Villa Garden, at Kukučínova 983/15, 058 01 Poprad.

1.4. These GTC apply to all Guests/Clients using the services of Villa Garden.

2. Legal framework

2.1. The operator fulfills information obligations under legal regulations, in particular Act No. 108/2024 Coll. on consumer protection, Act No. 22/2004 Coll. on electronic commerce, Act No. 40/1964 Coll. Civil Code (in particular Section 754 et seq. - accommodation contract; Section 433 et seq. - liability of the accommodation provider for postponed items), Act No. 391/2015 Coll. on alternative resolution of consumer disputes, Act No. 404/2011 Coll. on the stay of foreigners (obligations of the accommodation provider) and Act No. 582/2004 Coll. on local taxes (accommodation tax).

2.2. We process personal data in accordance with Regulation (EU) 2016/679 (GDPR) and Act No. 18/2018 Coll. - details in the document Principles of Processing and Protection of Personal Data available on our website and at the reception.

3. Conclusion of the contract, reservation and deposit

3.1. The reservation can be made in person, by phone, by e-mail or online. The contract for accommodation or the provision of other services is concluded only at the moment of confirmation of the reservation with the reservation number. The automatically executed notification of receipt of the request to the hotel operator's reservation system is not considered a binding acceptance of the reservation. The operator is entitled to request payment of a deposit or provision of a guarantee by card.

3.2. The operator may request a deposit / pre-authorization of a payment card / deposit to confirm the reservation. The amount and maturity will be stated upon reservation; failure to pay the deposit within the specified period may lead to cancellation of the reservation.

3.3. For group reservations and promotions, the operator reserves special conditions (higher deposit, special cancellation, payment schedule); they will be communicated in advance and form part of the contract.

3.4. By using the online booking system and submitting a reservation, the Guest confirms that he/she has read these GTC, the Accommodation Rules and the Complaints Rules and agrees that the contract is governed by them.

3.5. The Operator communicates with the Guest primarily by e-mail specified in the reservation; the Guest is obliged to provide correct and complete contact details and to notify any changes immediately.

3.6. For the purposes of concluding the contract and invoicing, the Guest is obliged to provide identification data to the extent necessary according to legal regulations (Consumer: name, surname, address, contacts; Entrepreneur: business name, registered office, ID number, VAT number/ID number, contacts). The scope of identity verification upon arrival is governed by Art. 5 and special regulations (registration of accommodated persons/foreigners).

3.7. The reservation may only be made by a person older than 18 years; Persons under the age of 18 may only be accommodated if accompanied or with the demonstrable consent of a legal guardian.

4. Prices, taxes and payment terms

4.1. All prices for accommodation services and all other fees specified in these terms and conditions are stated in Euro (EUR) and are stated including VAT.

4.2. Accommodation tax according to the local generally binding regulation (VZN) is usually not included in the price and is paid separately upon arrival (rate according to the VZN of the municipality/city valid on the day of the start of the stay).

4.3. In the case of online booking of the stay, the guest can pay the accommodation price to the accommodation provider in the following ways:

- by bank transfer to the account of the accommodation provider - operator
- IBAN: SK5711000000002949274584
- by bank transfer via payment card (supported card types VISA, VISA ELECTRON, MASTERCARD, MASTERCARD ELECTRON) during the reservation process or immediately after sending the order.

5. Arrival (check-in), departure (check-out)

- 5.1. Check-in from 2:00 p.m.; check-out by 10:00 a.m. (possible late check-out depending on occupancy for a fee according to the current price list).
- 5.2. The guest is obliged to prove his identity with a valid ID document upon arrival. In the case of foreigners, the data is entered in the guest book; The operator fulfills reporting obligations according to the relevant regulations.
- 5.3. Only persons registered in the reservation may be accommodated; visits are permitted only with the consent of the staff and during the daytime.
- 5.4. Quiet time is from 10:00 p.m. to 6:00 a.m.; The guest is obliged to respect the accommodation rules and instructions of the staff.
- 5.5. If the check-out time has not been specifically agreed, the Guest is obliged to vacate the room and hand it over no later than 10:00 a.m. on the last day of stay; in case of late check-out, a fee or the price of the next night may be charged according to the price list.
- 5.6. Accommodation before 06:00 a.m. is considered accommodation from the previous night and will be charged additionally.
- 5.7. In order to perform duties (cleaning, changing linen, maintenance, eliminating faults, legal notifications), the staff is authorized to enter the room; if circumstances allow, the Guest will be informed in advance.
- 5.8. Visits are permitted only with the consent of the staff and between 08:00 and 22:00; overnight visits without registration and without payment according to the price list are prohibited.
- 5.9. The Guest is obliged to lock the entrances to the property and protect the keys/cards entrusted to him/her; The loss fee is €20.

6. Accommodation rules and use of the facility

- 6.1. Smoking is prohibited throughout the property, except in designated areas. Violation of the ban is subject to a flat-rate contractual fine of €200 per violation and compensation for damage (e.g. cleaning of textiles, activation of EPS).
- 6.2. Pets are allowed only by prior agreement; the relevant fee and rules apply; animals are not allowed in beds and in the wellness area; the pet owner is responsible for cleanliness and damage.
- 6.3. The guest is responsible for damage to the facility and equipment; he is obliged to report it immediately. The operator is entitled to request a deposit and unilaterally charge the costs of repair/cleaning.
- 6.4. Parking is not guarded; the operator is not responsible for vehicles and things in them.
- 6.5. It is prohibited to move furniture, interfere with electrical installations, HVAC, water or other technical equipment without the Operator's consent. Damage of this type may be subject to a flat-rate contractual penalty of up to €200; the right to compensation for damages is not affected.
- 6.6. It is not permitted to use personal appliances in the accommodation premises, except for common personal devices (notebook, mobile phone, razor, hair dryer, etc.), unless the Operator decides otherwise.

6.7. The use of open fire and candles is prohibited. Smoking is prohibited throughout the property, with the exception of designated areas; violation is sanctioned according to point 6.1 and may lead to immediate termination of the stay without the right to a refund.

6.8. Sports equipment, strollers and other bulky items may only be stored in designated areas; The Operator is not liable for items left in these places if they have not been taken into special custody in accordance with the law.

7. Deposit/Secure (provision of Section 555 of the Civil Code)

7.1. When concluding a contract or during a stay in the apartment building, the operator is entitled to request from the guest, in the event of a breach of any contractual obligations by the guest, in particular, but not exclusively, to pay arrears for services, to compensate for damage incurred by the operator, to pay contractual penalties under these GTC and the concluded contract, or to pay statutory interest on late payment, as a payment security, a cash deposit (provision of Section 555 of the Civil Code), in the form of securing funds on the guest's credit card (pre-authorization or provision of complete credit card information or in another similar manner) up to 100% (one hundred percent) of the total payment for the ordered services, agreed in the respective contract.

8. Massages, wellness & Spa and health restrictions

8.1. Entry to the Wellness & Spa is not recommended for guests suffering from health problems.

8.2. If the guest is not staying at the hotel, he/she enters the Wellness & Spa area based on the purchased entry.

8.3. The entry timing is set with a time reserve of 20 minutes including changing clothes. If the guest uses the Wellness & Spa services beyond the ordered entry, the operator has the right to charge the guest an additional fee for each additional started hour of use of the services according to the currently valid price list.

8.4. In the case of providing services related to procedures and massages, the guest is obliged to adhere to the start time for the ordered procedure.

8.5. If the guest does not arrive for the ordered procedure on time, on the date and at the time of the ordered service, the hotel may cancel the procedure and sell it to another guest, without any right to a refund. In this case, the hotel charges a cancellation fee of 100% of the procedure.

8.6. In the event that the guest arrives for the ordered procedure, massage later, the ordered time of the procedure, massage will be shortened by the time of the guest's delay without the right to adjust the price for the ordered procedure, massage. Before providing the procedure, the guest is obliged to comply with hygiene requirements and take a shower before the procedure.

8.7. Before providing the procedure, the guest is obliged to state all possible health problems, which he will confirm by signing the health form.

8.8. The hotel is not liable for damage to health caused by the fact that the staff who provided the service was not informed in advance about the problems that could normally be evaluated as adverse effects of the procedure.

8.9. Guests are not allowed to enter the massage room wearing shoes and clothes; guests are allowed to enter in a bathrobe, hotel slippers, or beach shoes. Guests who are not staying are required to use the locker to change clothes.

8.10. In the Wellness & Spa area, the operator is not responsible for the guest's valuables if they have not been stored in the storage room or safe at the reception, based on confirmation by the reception staff.

8.11. If the guest's behavior bothers other guests or if he or she behaves inappropriately towards the hotel staff, the provision of the service may be terminated in advance without any right to a refund.

8.12. In the event of failure to respect the operating rules in the Wellness & Spa, the provision of the service to the guest may be terminated by the operator without any right to a refund.

9. Liability for damage caused by the operator

9.1. The operator is not liable for damage to the property or health of the guest caused by the guest's own intentional or negligent actions (omission to act).

9.2. The operator is liable for damage to items brought into the premises of the apartment house or stored in the premises of the apartment house in accordance with the specific AGREEMENT, these GTC and the provisions of § 433 et seq. of the Civil Code, as amended.

9.3. The guest has a limited right to compensation for damage to brought or stored jewels/jewelry, money and other valuables—if they were not handed over for safekeeping against confirmation—up to the maximum amount determined by the relevant legal regulation of the Slovak Republic (currently pursuant to the provisions of Section 1c of Government Regulation of the Slovak Republic No. 87/1995 Coll.; up to the maximum amount: EUR 332).

9.4. By providing a free space for storing a specific movable item in the parking lot or in the premises of the apartment building, a safekeeping contract (Section 747 et seq. of the Civil Code as amended) or any other similar contract shall not arise between the operator and the guest.

9.5. The guest must exercise his right to compensation for damage to brought and stored items at the reception of the apartment building or with the operator without undue delay; this right of the guest shall expire if it is not exercised no later than the 15th (fifteenth) day after the day on which the guest as the injured party learned of the damage (Section 436 et seq. of the Civil Code as amended).

10. Withdrawal, cancellation of the order. Cancellation conditions

10.1. The guest has the right to cancel the ordered services or event.

10.2. If the Guest - consumer has concluded a Contract with the Hotel remotely or outside the Hotel's premises pursuant to Act No. 108/2024 Coll. on consumer protection in the sale of goods or provision of services based on a contract concluded remotely or a contract concluded outside the seller's premises and on amendments and supplements to certain acts as amended, the guest - consumer is not entitled to withdraw from this Contract.

10.3. When canceling ordered events and services, the hotel is entitled to compensation in the form of a cancellation fee, which is determined by a percentage of the specified price of the services or event, depending on the number of persons for whom the event /services/ is arranged and the time period that has elapsed between the date of cancellation of the service or event and the planned start of the provision of the services or event. Unless otherwise specified or agreed, the cancellation fees determined from the price of the services or event are as follows:

10.4. When accommodating guests, the operator is entitled to charge the following cancellation fees, unless otherwise stated for the stays listed:

- cancellation 15 to 30 days before the planned arrival 10% of the price of the stay
- cancellation 3 to 15 days before the planned arrival up to 50% of the price of the accommodation
- cancellation less than 2 days before the planned arrival up to 100% of the price of the accommodation
- in the case of LAST MINUTE cancellation and in the case of cancellation of a stay with a value lower than the counter price list up to 100% of the price of the accommodation.

The refund of funds will be made in the same way as the original payment was made. This means that if the payment was made by credit card, the refund will be made to the same credit card. If the payment was made by bank transfer, the amount will be returned to the bank account from which the payment was sent. The refund will be made no later than 14 calendar days from the date of processing the cancellation.

11. Withdrawal from the contract by the operator

11.1. The operator is entitled to withdraw from the contract if a reservation has been agreed with the possibility for the guest to withdraw from the contract within a certain period without the obligation to pay, the operator has demand for the rooms thus reserved and the guest does not waive his right to withdraw upon the operator's return request.

11.2. The operator is also entitled to withdraw from the contract if:

- this right was agreed in writing with the guest for the reasons stated in the contract or these GTC,
- the guest does not insist on performance by the operator,
- the guest has outstanding obligations towards the operator that are already due,
- an advance payment or deposit was agreed upon when booking and the guest did not fulfill his obligation on time, however, the operator may withdraw from the contract no later than the moment the guest fulfills the obligation,
- circumstances have occurred for which the operator is not responsible, which make the fulfillment of the contract impossible,
- the services or event were booked by providing false, misleading or incorrect data of the guest or other material facts,
- the operator has reasonable grounds to believe that the use of hotel services could jeopardize the proper

12. Supervisory Authority and Alternative Dispute Resolution

12.1. Every guest - consumer has the right to contact an alternative dispute resolution entity in order to protect his/her consumer rights arising from an accommodation contract or the provision of other services concluded under these general terms and conditions, without prejudice to the possibility of contacting the court. If the guest is not satisfied with the manner in which the hotel operator has handled his/her complaint

or believes that the hotel operator has violated his/her rights, he/she has the right to contact the hotel operator with a request for redress.

12.2. If the hotel operator responds negatively to such a request from the guest or does not respond to such a request within 30 (thirty) days from the date of its sending, the guest has the right to submit a proposal to initiate alternative dispute resolution with an alternative dispute resolution entity pursuant to Act No. 391/2015 Coll. on Alternative Resolution of Consumer Disputes. The competent entity for alternative dispute resolution with the seller is: the Slovak Trade Inspection or another competent authorized legal entity registered in the list of alternative dispute resolution entities maintained by the Ministry of Economy of the Slovak Republic. The guest has the right to choose which of the listed alternative dispute resolution entities to contact.

12.3. The seller's activities are subject to supervision by the Slovak Trade Inspection. If no agreement is reached, the guest may contact:

Slovak Trade Inspection (SOI)

SOI Inspectorate for the Prešov Region

Obrancov mieru 6, 080 01 Prešov 1

Supervision Department

tel. no. 051/772 15 97

web: www.soi.sk

13. Final provisions

13.1. Should individual provisions of these General Terms and Conditions become ineffective or invalid, this shall not affect the effectiveness of the remaining provisions of these General Terms and Conditions. The Guest is obliged to comply with the provisions of these General Terms and Conditions.

In Poprad on 21.10.2025