

TERMS AND CONDITIONS

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1.1. INTRODUCTORY PROVISIONS

1.1 These general terms and conditions (hereinafter "GTC") apply to online reservations of accommodation services provided by the hotel operator, use of the online reservation system of the hotel operator, payment and cancellation conditions of online reservations made by clients / clients through this website, as well as all other rights. and obligations arising from the legal relationship established during the online booking.

1.2 The operator of the hotel and online booking system is:

MS systém s.r.o.
Južná trieda 8,
040 01 Košice

ID: 36 206 156

VAT number: SK2020050307

VAT No .: 20 200 50 307

Bank connection: SK37 1100 0000 0026 2471 6436, swift: TATRSKBX

Company registered in OR OS Košice, dept. Ltd., insert no. 12422 / V

Tel. contact: +421 57 786 1888, e-mail: repcia@hotel-karpatia.sk

The address of the registered office and the contact details of the hotel operator given in this point are the contact details of the hotel operator for the purposes of filing complaints or grievances, as well as other communication with the hotel operator.

1.3 The Client is entitled to use online reservations only if he agrees with the GTC. The client is advised, in his own interest, to get acquainted with these GTC in order to make a reservation. When using the online reservation repeatedly, the client is always obliged to get acquainted with the current wording of the GTC. The hotel operator reserves the right to unilaterally change these GTC, while the change of the GTC is effective from the date of their publication on the hotel operator's website. If the client does not agree with some provisions of these GTC, the hotel operator asks him not to use the online booking system. By confirming the reservation, the client expresses his unconditional consent to these GTC.

1.4 Each client acknowledges that all prices and conditions of booking and provision of services apply exclusively to online reservations made through this website.

1.5 By using the online reservation system, the client declares that he has reached the age of at least 18 years and is able to acquire rights and assume obligations in his own name.

1.6 Every client - consumer has the right to turn to an ADR entity in order to protect their consumer rights arising from a contract for accommodation or the provision of other services concluded under these general terms and conditions, the possibility to go to court is not affected. If the client is not satisfied with the way in which the hotel operator has handled his complaint or considers that the hotel operator has violated his rights, he has the right to contact the hotel operator to seek redress. If the hotel operator responds to such a request from the client in the negative or does not respond to such a request within 30 (thirty) days from the date of its dispatch, the client has the right to file a motion to initiate alternative dispute resolution of the ADR entity under Act no. 391/2015 Coll. on alternative dispute resolution for consumer disputes. The competent entity for the alternative resolution of consumer disputes with the seller is: the Slovak Trade Inspection or another relevant authorized legal entity registered in the list of ADR entities

maintained by the Ministry of Economy of the Slovak Republic. The client has the right to choose which of the listed entities of alternative dispute resolution to turn to.

1.7 The client can also submit a proposal for the initiation of alternative dispute resolution through the alternative dispute resolution platform, which is available online at:

<https://ec.europa.eu/consumers/odr/main/index.cfm?event=main.home2.show&lng=SK>

1.8 The activity of the seller is subject to the supervision of the Slovak Trade Inspection - SOI Inspectorate for the Prešov Region, Obrancov mieru 6, 080 01 Prešov 1.

2. RESERVATION

2.1 When booking online, the client has the opportunity to search for current availability accommodation in the hotel according to the requirements specified in the booking form (arrival date, departure date, room type, etc.).

2.2 When booking online, after selecting all the data for the beginning and end of the stay, room type, additional services, etc., the client fills in all the required data.

2.3 After filling in all the required data, after making the payment in accordance with these GTC and after checking the data, the client will be immediately sent to the e-mail address entered by him, confirming the reservation with the reservation number. The assigned reservation number serves to confirm the reservation, as a contact information for the implementation of any changes or cancellation of the reservation and confirmation upon arrival. For this reason, the client is obliged to keep the reservation number securely.

2.4 The contract on accommodation or the provision of other services is concluded only at the moment of confirmation of the reservation with the indication of the reservation number. An automatic notification of the acceptance of a request into the reservation system of the hotel operator is not considered as a binding acceptance of the reservation.

3. TERMS OF PAYMENT

3.1 The client is obliged to pay the payment for the stay booked by the client when booking online in full when booking online via the credit card payment service (eCard). For this reason, a credit / debit card number is required from the client when booking online with an eCard. By confirming the reservation, the client agrees to make payment for the booked stay in full for the benefit of the hotel operator (by withdrawing the price of the stay) and authorizes the hotel operator to make this payment. The total price of the stay is immediately charged to the hotel operator's bank account.

3.2 The procedure and activities of the hotel operator are based on ethical principles and respect the privacy of the client. The reservation system currently uses the most modern systems for encrypting sensitive data and data, which guarantees full security of the data provided when making a payment to the client.

3.3 The Client authorizes the hotel operator to verify the provided credit card / debit card information in the relevant call center of the bank or company that issued the credit card / debit card.

3.4 In cases where the price is not stated in the hotel operator's reservation system for a certain service, or a zero price is stated, it means that the service is not available at a given date or the price of the service is not known exactly. In this case, sending the reservation through the reservation system of the hotel operator is considered an expression of interest in the provision of the service and the availability and price of the service will be announced to the client later. After announcing the availability and price of the service, the client has the right to confirm or reject the reservation.

4. CANCELLATION CONDITIONS

4.1 Whereas the subject of online bookings made by the client (s) through this website is the provision of accommodation services for purposes other than housing, the provision of catering services or the provision of services related to leisure activities to be provided at the agreed time, or within the agreed period, the client may not withdraw from the contract after the hotel operator has confirmed the order of accommodation, catering and other listed services for a specific date. Cancellation of the reservation of services in these cases is possible only under the conditions specified by the hotel operator in the following points of these GTC.

4.2 Any changes made to the online reservation by the client can be made electronically by entering the client's e-mail address entered in the online reservation and the reservation number assigned and sent to the client when making the online reservation or in writing, by phone or e-mail through the hotel operator's reservation department. number: +421 57 786 1888, e-mail: repcia@hotel-karpacia.sk. When requesting a change to an online reservation, the client is obliged to always state the reservation number assigned when making an online reservation and sent to the client by e-mail entered by him when making an online reservation. If the client requests a change to the online reservation, which cannot be met due to capacity or other operational reasons, the hotel operator will take all steps to make the client's requirements, but the hotel operator is not obliged to comply with the client's request to change the online reservation and the client is not entitled for damages or any other performance by the hotel operator due to the impossibility of changing the online reservation.

4.3 In the event of the client's withdrawal from the contract and cancellation of the reservation, the hotel operator is entitled to a cancellation fee as follows:

Cancellation fees valid for all stays

0% of the price of ordered and confirmed services	over 20 before the day of arrival
25% of the price of ordered and confirmed services	20 – 14 days before the day of arrival
50% of the price of ordered and confirmed services	13 – 7 days before the day of arrival
75% of the price of ordered and confirmed services	6 – 2 days before the day of arrival
100% of the price of ordered and confirmed services	1 day before and the day of arrival

4.4 If the client does not start the booked stay, the hotel operator is entitled to a cancellation fee of 100% of the price of ordered and confirmed services.

4.5 In case of withdrawal of the client from the contract and cancellation of the reservation or in case of partial withdrawal of the client from the contract and partial cancellation of the reservation or non-entry of the client for the booked stay for special stays (Article 6 of the GTC), the hotel operator is entitled to a cancellation fee of 100% and confirmed services.

4.6 In case of withdrawal of the client from the contract and cancellation of the reservation or in case of partial withdrawal of the client and partial cancellation of the reservation or non-arrival of the client for the booked stay in exceptional cases (illness,

death, disaster, etc.) the hotel operator is entitled to waive the right to pay a cancellation fee on the basis of the submission of credible evidence of the serious cause of the client's withdrawal from the contract and cancellation of the reservation or partial withdrawal of the client and partial cancellation of the reservation or non-arrival of the client for the booked stay.

4.7 In the event of the client's withdrawal from the contract and cancellation of the reservation or partial withdrawal of the client and partial cancellation of the reservation or non-arrival, the hotel operator shall send the client a written or e-mail notification of the operator's claim for cancellation fee and its amount under these GTC within 14 days from the date of withdrawal of the client from the contract and cancellation of the reservation or from the date of partial withdrawal of the client from the contract and partial cancellation of the reservation or from the date of commencement of stay in case of non-arrival of the client. By confirming the order and expressing consent to these GTC, the client agrees and acknowledges that the hotel operator is entitled in case of client withdrawal and cancellation or partial withdrawal from the contract and partial cancellation or non-arrival to unilaterally set off the client's claim for return by clients. paid price of the stay when making an online reservation of the stay against the receivable of the hotel operator to pay a cancellation fee in the amount specified in these GTC in the amount in which these receivables cover, the amount exceeding the mutual receivables of the client and hotel operator in favor of the client to the client. by transfer to the bank account of the client from which the price of the stay was paid when booking the stay online, within 30 working days from the day following the day of the client's withdrawal from the contract and cancellation or partial withdrawal of the client from the contract and partial on cancellation of reservation or non-arrival. Bank fees associated with the refund of the price of the clients' stay are borne by the client.

5. SPECIAL PROVISIONS

5.1 In case of any ambiguities or questions that arise during the online reservation, the client is entitled to contact the reservation department of the hotel operator by phone at: +421 57 786 1888, e-mail: repcia@hotel-karpattia.sk

5.2 Check-in is possible on the day of the beginning of the stay in terms of reservation from 14.00. Check-out is on the last day of stay in terms of reservation until 11:00.

5.3 In case of special requests (cot, late check-in or late check-out) or interest in booking additional services, the client is entitled to contact the hotel operator's reservation department by phone at: +421 57 786 1888, e-mail: repcia@hotel-karpattia.sk

5.4 The hotel operator is entitled to provide a discount for stays for children under 6 years, as follows: for children under 6 years (from 0 to 6 years inclusive) 100% discount without the right to a bed or extra bed.

6. SPECIAL STAYS

6.1 The hotel operator is entitled to offer special stays (last minute, first minute, etc.). The number of rooms reserved for special stays is limited.

6.2 For the reservation and implementation of special-purpose stays, special business conditions are valid valid exclusively for special-purpose stays, which take precedence over these GTC. These GTC shall be used for special stays only in those parts which are not regulated differently or separately in the special business conditions.

7. PRIVACY

7.1 The hotel operator processes freely provided personal data of the client in the range of data specified in the booking form, namely name, surname, address, country of

residence, email, telephone number, as the processing of this personal data is necessary to book accommodation services provided by the hotel operator, and / or to process the client's request for information prior to the provision of accommodation services to the hotel operator, and to fulfill the obligations of the hotel operator imposed by generally binding legal regulations. The processing of personal data by the hotel operator is carried out for the time necessary to fulfill the above-mentioned purpose of processing.

7.2 By sending the appropriate box, before sending the reservation, the client can express his / her consent to the sending of information about news and special offers of the hotel operator (newsletter). By checking this box, the client as the affected person freely and voluntarily grants the hotel operator his express consent to the processing of the provided email address for marketing purposes - sending the newsletter via e-mail (emails). This consent to the processing of personal data is granted by the client for a period of 5 years.

7.3 The Client is responsible for the completeness, truthfulness and accuracy of the personal data provided. In the event of a change in the personal data provided, the client is obliged to immediately notify the hotel operator of the change.

7.4 The client may revoke the consent to the processing of personal data for marketing purposes (for sending the newsletter) at any time by clicking on the appropriate link located directly in each marketing email from the hotel operator, by sending an email to the hotel operator or in person at the hotel reception.

7.5 In the event of out-of-date personal data provided, revocation of consent to personal data processing, after fulfilling the purpose or period for which consent to personal data processing was granted or if storage for any legal reasons is inadmissible, stored personal data will be deleted.

7.6 The protection of personal data is governed by the provisions of the Personal Data Protection Act and relevant EU legislation, which also regulates the rights of the client as a data subject. The client has the right to provide information free of charge regarding the processing of his stored data. Provided that the requirements set out in generally binding legal regulations are complied with, the client also has (i) the right to access his personal data, (ii) the right to correct incorrect personal data, (iii) the right to restrict (block) the processing of personal data, (iv) the right to object to the processing of their personal data for the purposes of direct marketing, (v) the right to delete personal data, in particular if they are no longer necessary for the purposes for which they were obtained or otherwise processed or if he has revoked his consent to their processing and if there is no other the legal basis for the processing, or if the personal data have been processed illegally. The client also has the right to data portability, ie if the specified conditions are met, i. has the right to obtain his personal data which he has voluntarily provided to the hotel operator, in electronic form, in a structured, commonly used and machine-readable format, and may exercise his right to transfer this data to another operator if such transfer is technically possible (right to data portability).

7.7 In the event that the client exercises any of the rights of the data subject under the legislation governing the protection of personal data and it is not possible to verify the identity of the applicant at the client's request or if the hotel operator has legitimate doubts about the identity of the person who submits a request, the hotel operator reserves the right to request that person provide additional information necessary to confirm the identity of the person making the request.

7.8 As an affected person, the client has the right to file a complaint to the supervisory body, which is the Office for Personal Data Protection of the Slovak Republic, with its registered office at Hraničná 12, 820 07 Bratislava, if he suspects that his personal data are processed in violation of applicable legislation.

7.9 The hotel operator declares that it processes personal data only for the above-mentioned purposes and in accordance with the Personal Data Protection Act and the

relevant EU legislation, using appropriate technical, organizational and security measures.

7.10 The Client's personal data may, to the extent necessary, be provided by the contractual service provider of the hotel operator (another third party - the recipient), if this is necessary to fulfill the purpose for which they were obtained. Such a contractual provider of services of the hotel operator is mainly a provider of marketing services, a bank, etc. The data may be used by these service providers only for the purpose for which the personal data were obtained.

8. FINAL PROVISIONS

8.1 These GTC and the legal relations established on the basis of them are governed by the law of the Slovak Republic.

8.2 Should any provision of these GTC be or become invalid, ineffective or unenforceable, such invalidity, ineffectiveness or unenforceability of other provisions of these GTC shall not be affected.

8.3 Relationships not regulated by these general terms and conditions are subject to the relevant provisions of the Civil Code, Act no. 22/2004 Coll. on electronic commerce as amended, Act no. 250/2007 Z. from. on consumer protection as amended and Act no. 102/2014 Coll. on the protection of consumers in respect of the sale of goods or the provision of services under a distance or off-premises contract of the seller, as amended

8.4 Upon confirmation of the online reservation, the Client expresses his consent to these GTC and undertakes to comply with them. The hotel operator reserves the right to change these GTC. The obligation to notify the change of the GTC in writing is fulfilled by placing the changed GTC on the website of the hotel operator www.hotelhills.sk

8.5 These GTC come into force and effect on 1.4.2021