



## Guest House Terms and Conditions

'Privat Veverica\*\*'

Martina Piatková, Obchodná 234/14, 031 01 Liptovský Mikuláš-Demänová  
(Section 273 (1) of the Commercial Code, current version)

### RECITALS:

Guest accommodation and the rights and duties established herein are governed by the Slovak laws and these Guest House General Terms and Conditions (the '**Terms & Conditions**'). The Guest hereby acknowledges and accepts to comply with these Terms & Conditions as a prerequisite to be accommodated in the Guest House. The Guest shall fully read these Terms & Conditions and comply with the provisions contained herein, and their ignorance hereof shall not be deemed an excuse. The Terms & Conditions are also displayed at the reception of the Veverica Guest House (the '**Proprietor**'). These Terms & Conditions are produced and displayed in Slovak and English languages; the Slovak language always takes precedence in case of any discrepancies between the language versions.

### I. **Payment, Security Deposit, Cancellation Fees**

#### **Payment**

1. The Proprietor renders services for the Guests to the extent they have been mutually agreed upon and insofar as provided for by law. The Proprietor reserves the right to request the Guest to pay a Security Deposit in the amount ranging between 50% to 100% of the Accommodation Fee. The reservation is confirmed and becomes effective once the Security Deposit is paid to the account of the Proprietor. Once the payment is received, the Guest's reservation will be confirmed and they will receive a copy of these Terms & Conditions. The Guest shall read these Terms & Conditions and sign them upon check-in at the Proprietor to indicate their consent therewith. No later than on the check-in date, the Guest shall pay the Accommodation Fee, Hotel Tax, and Security Deposit in line with the Price List applicable at that time. If the Guest fails to pay the Accommodation Fee on the date above, the Proprietor reserves the right to cancel the reservation without the duty to refund the Advance Payment.

#### **Security Deposit**

2. The Proprietor shall have the right to request the Guest to pay the Security Deposit upon their check-in at the reception, which is held as a security against the cost of any and all damages and breakages—in part or entirety—on the part of the Proprietor (the '**Security Deposit**') in the amount of €50 (Section 555

of the Commercial Code), made in the form of a cash payment. Payment terms set forth in Accommodation Agreements shall remain effective notwithstanding the foregoing.

### **Cancellation Fees**

#### **3. Guest Cancellations**

The Proprietor shall have the right to charge the following cancellation fees if the Guest cancels their reservation in writing, electronically, or by telephone under the following terms:

# FULL REFUND for cancellations made 31 or more days before the start of the accommodation;

# NO REFUND for cancellation made 30 or fewer days before the start of the accommodation.

4. The Proprietor shall also have the right to charge a no-show fee in the amount equal to the Advance Payment if the Guest fails to show up.

#### **5. Proprietor Reservation Cancellation**

The Proprietor shall have the right to cancel the reservation in the following cases:

- a) If the Guest fails to make any mandatory payment to the Proprietor;
- b) If the Guest fails to comply materially with these Terms & Conditions;
- c) If Force Majeure occurs, including but not limited to:

(i) Natural events such as fire, flood, etc., (ii) a state of emergency or similar events, (iii) the existence of a pandemic or epidemic or other biological threat, the declaration of quarantine measures or other similar restrictions, which makes the performance of the specific reservation impossible by the Proprietor;

Such operational circumstances occurred in the Guest House that hinder the Proprietor to render the services to the agreed extent and quality with regard to safety, health, and applicable regulations.

The Proprietor remains the right to seek damages notwithstanding the occurrence of the foregoing events. The Proprietor shall have the right to postpone the date of reservation if so agreed by the Guest.

## **II. Temporary Accommodation Price List is available at the website:**

[www.ubytovanieverica.sk/sk/cennik.html](http://www.ubytovanieverica.sk/sk/cennik.html) or at the reception.

## **III. Accommodation Terms & Method**

### **Check-In**

1. The Proprietor will provide accommodation services only to a Guest who shows up at the reception. To this end, the Guest shall present their identity card to the Proprietor for inspection upon their check-in; Guests without an identity card (children) shall present their passport or health insurance card (the European Health Insurance Card under Act 253/1998 Coll, Regulation on Reporting of Slovak Citizens and SR Population Registry (current version) and under Act 18/2018 Coll, Privacy Regulation (current version).
2. Each Guest who is not a citizen of the Slovak Republic (foreigner) shall fill in and submit to the Proprietor's reception an official form on the registration of stay

provided to the Guest upon check-in in line with Act 404/2011 Coll, Stay of Foreigners Regulation (current version); the Guest shall not misrepresent any information required therein.

3. Each reservation is made and agreed upon for a specific number of Guests only. This number of Guests shall not be exceeded, and the Proprietor shall have the right to refuse the Guests exceeding this number upon check-in.
4. Following a reservation, the check-in time is between **2 pm and 7 pm** on the date of arrival. By this time, the Proprietor shall reserve the room for the Guest, unless another requirement was made in the reservation and confirmed by the Proprietor.
5. A Guest who wishes to have a sooner check-in time before 10 am shall pay the full price for the previous night unless otherwise mutually agreed upon in advance between the Guest and the Proprietor.
6. Exceptionally, the Proprietor reserves the right to offer the Guest accommodation other than originally agreed if it is similar to the original confirmed reservation in all material respects.

#### **Check-Out**

7. The Guest shall check-out at any time **before 10 am**. By that time, the Guest shall vacate the room unless otherwise agreed individually in advance. Should the Guest fail to vacate the room by 10 am, the Proprietor shall have the right to charge the Guest the price for the entire next day, unless otherwise agreed in advance. Only once the Guest takes all their things out of the room and returns the keys to the Proprietor, the room is deemed as vacated. The Proprietor reserves the right to check the room equipment (furniture, appliances, forgotten items).
8. If the Guest seeks an extension of accommodation, they may not be given the same room as before. The Proprietor may offer the Guest accommodation in another room if possible for capacity and operational reasons.
9. If the Guest cancels the stay before the accommodation check-out date, they waive their remaining time of accommodation, and the Proprietor has the right to seek the payment for the entire stay as originally agreed.

#### **IV. Miscellaneous Provisions**

1. The Proprietor shall not disclose any information on the Guests accommodated therein to any third parties, unless the Guest has given written consent or if the Proprietor is bound by such duty under the legislation (e.g. if law enforcement officers seek such information once they have been properly identified and their request properly substantiated).
2. The Proprietor shall not be held liable for any injuries or thefts, damages or losses of the Guest's personal belongings, for jewelry, money, and/or other valuables, or damage to motor vehicles, including but not limited to, valuable items stored in the vehicles left in the parking lot if they were suffered as a result of the Guest's negligence or misconduct. The parking lot is unsecured. The Guest shall be held liable for any damages to the Proprietor facilities or

inventories under the laws applicable thereto.

3. The Guest—as the party liable—shall be held liable for any and all damages caused by minors under their responsibility and damages caused by other persons who are staying at the Proprietor’s premises under the responsibility and consent of the Guest.
4. If the Proprietor’s property is damaged or destroyed, the Proprietor shall have the right to seek reimbursement from the Guest up to the amount of the property damaged and/or destroyed. In the case above, the Proprietor shall communicate the value of the property to the Guest. If the value of reimbursement exceeds the Security Deposit, the Guest shall the remaining amount to the Proprietor to fully cover the value of the property damaged or destroyed by the Guest.
5. Should the Guest fail or refuse to reimburse the Proprietor for the property damaged or destroyed by the Guest, the Proprietor shall have the right to seek damages from the Guest in the amount of 0.05% per day from the reimbursement outstanding value, together with the right to charge interest on the late payment in the amount as provided for by law.

**Accommodation Rules (Section 754 (2) of the Commercial Code).  
Damage Prevention**

1. The Guest shall exercise due diligence and care to avoid and prevent damage to health, property, and the environment, and to lock the doors in the room and the main entrance door during their stay. The Guest shall close all water taps, turn off the light, and turn off all electrical appliances before leaving the room.
2. The Guests shall not use their own electrical appliances (such as cooker, hob, cooking coil, kettle, iron, gas appliances, refrigerator) that could damage the Guest House equipment and facilities. The restriction above shall not apply to the use of electrical appliances for the personal hygiene of the Guest (razor, hair curler, hairdryer, and smartphones, laptops, tablets, and their respective charges).
3. In the room and common areas, the Guest may not move the interior equipment, make any changes and modifications to the equipment, and/or tamper with the power grid or other installations of the Guest House.

4. Guests are strictly forbidden to smoke inside the Guest House; smoking is permitted only in dedicated outdoor smoking areas. It is strictly forbidden to use any narcotic or psychotropic substances in the Guest House; non-compliance with these restrictions shall be construed as a material breach of these Terms & Conditions, in which case the Proprietor will charge the Guest a €50 fine.
5. Parents are fully responsible for the behavior and safety of their children in all Guest House premises, including the room they are accommodated in. Children under the age of 12 may only move inside the Guest House or around the Guest House areas when accompanied by an adult (minimum of 18 years of age) and shall never be left unattended. Children under the age of 12 may only visit the children's playground and all board games and amenities (such as the pool table, Russian bowling, giant chess, swings, sandpit, trampoline, table football, Xbox, Xbox Kinect) only when accompanied by an adult (minimum of 18 years of age) and shall never be left unattended. The Guests should use these games cautiously and diligently.

### **General Provisions**

6. The Proprietor renders services to the Guests under the SR Ministry of Economy Decree 419/2001 Coll , Accommodation Facility Classification Regulation.
7. The Guest shall not bring and store any sports equipment and other objects into the room that shall be stored in the dedicated storage area. The Guests shall contact the reception to store such items.
8. Guests are not allowed to receive in-room visits. During their stay, the Guest can only receive visitors in the common room during opening hours once their identity is authenticated. The visitor must leave the building no later than 8 pm on the day they arrived, otherwise, the Proprietor shall have the right to require the Guest to pay the full accommodation fee for the visitor according to the Price List applicable at that time.
9. Only a person who is not contagious with an infectious disease may be accommodated.
10. The Proprietor or third-party representatives authorized by the Proprietor may enter the room for the cleaning, maintenance, and/or repair purposes or for other reasons to make sure the room is safe and sound as a whole or to prevent damage to the Proprietor's property or the Guest.
11. The Guest shall not enter those areas or parts of the Guest House that are marked with a restricted access sign or areas intended strictly for the Proprietor.

12. For hygienic and safety reasons, the Proprietor cannot accommodate dogs or other pets or animals. If the no-pet restriction is not complied with, the Proprietor reserves the right to charge the Guest a €50 fine per night and terminate the accommodation with immediate effect without refund.
13. The Guest shall dispose of waste they generated using waste bins in dedicated locations.
14. Parking is permitted in any parking space, but always in line with horizontal and vertical markings.
15. Between 10 pm and 6 am the Guest shall observe the quiet hours and not disturb other guests with their behavior and loud noises.
16. If the Guest fails to observe the quiet hours after 10 pm or will disturb other guests repeatedly even after being warned, the Proprietor shall have the right to expel the Guest from the Guest House premises and/or cancel their reservation without refund, and even if then, the Guest continues to behave inadequately, the Proprietor will call the emergency service unit (the 'ESU') of the Slovak Law Enforcement to protect the safety and security of the other guests and the Proprietor's property. The price for 1 hour of the SR law enforcement ESU is €50 per hour, VAT included. The ESU actions and causes will be duly recorded.
17. The Guest shall pay the entire costs of the ESU no later than by the check-out date as billed by the Proprietor. Should the Guest fail to pay the costs associated with the ESU actions, or refuse to pay these costs, the Guest shall pay damages in the amount of 0.05% of the amount due for each day of non-payment.
18. The Guest is strictly restricted from carrying a weapon or ammunition in all Guest House premises or having them available for immediate use. Non-compliance with the restriction above shall be construed as a material breach of these Terms & Conditions.

#### **VI. The Refund Policy is available at the reception.**

1. The Proprietor shall be held liable solely for a failure of services that were paid for.
2. Guest complaints and suggestions for improving the Guest House operation may be submitted to the Proprietor.
3. A Book of Wishes & Complaints is available at the reception.

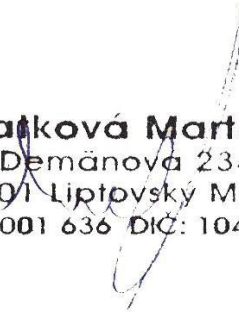
#### **VII. Final Provisions**

1. Both Parties agree and acknowledge that any and all disputes arising out or in connection with these Terms & Conditions, including interpretation-related disputes between the Parties, shall be submitted for decision to the competent court in the Slovak Republic.

2. The Guest shall read and comply with these Terms & Conditions. Should the Guest fail to comply with these Terms & Conditions, the Proprietor shall have the right to stop providing accommodation services to the Guest. In the case above, the Proprietor shall have the right to full payment of the Accommodation Fee. The Guest shall then leave the Guest House immediately.
3. The Guest hereby represents that they have read these Terms & Conditions and agree to observe them.
4. Under the Section 19 and Section 20 of Act 18/2018 Coll, Privacy Protection Regulation, current version, and Article 13 and Article 14 of Regulation (EU) 2016/679 of the European Parliament and of the Council on the protection of individuals with regard to the processing of personal data and on the free movement of such data, the Guest hereby (i) represents that they have been informed of their rights, information concerning the collection, processing, and protection of personal data and access to personal data and (ii) grants consent to the processing of their personal data insofar as provided in the Privacy Policy that forms an integral part of these Terms & Conditions as the Appendix 1.

These Terms & Conditions apply from 1 May 2018.

Martina Piatková,  
the Proprietor



**Piatková Martina**  
Demänová 234  
031 01 Liptovský Mikuláš  
IČO: 40 001 636 DIČ: 1045276529



## Appendix 1: Privacy Policy

### Personal Data Processing Information

Information on the processing of personal data of the persons concerned under Sections 19 and 20 of Act 18/2018 Coll, Privacy Protection Regulation, current version (the 'Act') and Articles 13 and 14 of Regulation (EU) 13 of the European Parliament and of the Council 2016/679 on the protection of individuals with regard to the processing of personal data and on the free movement of such data (the 'EU Regulation').

The purpose of this information is to provide you with information on what personal data we collect and process, how we handle them, for what purpose we collect them, who will receive them, where you can get more information on your personal data, and how to exercise your personal data related rights.

### Identification & Contact Data:

The Data Controller processing your personal data is Martina Piatková, Obchodná 234/14, 031 01 Liptovský Mikuláš-Demänová, Company ID: 40 001 636

**The Data Protection Officer (overseeing the processing of personal data) contact information:**

Provider Information: N/A.

### 1. Personal Data Processing Purpose & Legal Basis

The purpose of personal data processing is to keep records of accommodated guests in compliance with and according to:

- a) Section 13 (1) -b- and -c- of Act 18/2018 Coll, Personal Data Protection Regulation, current version;
- b) Act 253/1998 Coll, Regulation on Reporting of Slovak Citizens and SR Population Registry (current version), personal data collected: the first and last name, ID card or travel document number, address of permanent residence, and period of accommodation for the purposes defined therein;



- c) Act 404/2011 Coll, Foreigners Stay Regulation, current version, personal data collected: the first and last name, date and place of birth, nationality, address of permanent residence, the purpose of stay, travel document number and data, travel visa number, address of stay in the SR, name of the proprietor, signatures and first and last names of all accompanying children (if the guest is a third-country national);
- d) Act 404/2011 Coll, Foreigners Stay Regulation, current version, personal data collected: the first and last name, date of birth, nationality, ID card or travel document number and data, and signature for the purposes defined therein (if the guest is an EU Member State citizen and a family member of an EU Member State citizen);
- e) Act 582/2004 Coll, Local Taxes and Municipal Waste and Minor Construction Waste Fees Regulation, current version, insofar as required by the applicable regulation of the Liptovský Mikuláš town (in effect from 1 January 2017); personal data collected: the first and last name, ID card or travel document number, permanent residence, dates of arrival, and departure insofar as required by the laws applicable thereto. Personal data are processed for the law compliance purposes of the Data Controller and to render the accommodation reservation system effective.

#### **Data Controller/Third Party Legitimate Interests**

Personal data are not processed for the purposes of the Controller's or third party's legitimate interests.

#### **2. Data Subjects Identification**

The Data Subjects whose personal data are being processed are persons accommodated in Private Veverica guest house, Martina Piatková, Obchodná 234/14, 031 01, Liptovský Mikuláš—Demänová.

The type and amount of personal data processed: as stipulated by the regulations above.

#### **3. Personal Data Receivers, Categories of Receivers**

The Data Controller may provide personal data to authorized subjects, such as institutions and organizations that may process personal data under a special regulation.

#### **4. Transfer of Personal Data to a Third Country/International Organization.**

Personal data are not transferred to a third country/international organization is not

#### **5. Identification of the Personal Data Source**

Directly from the person or their legal representative (given in person, by email, by telephone, or through the Data Controller's website).

## **6. Retention Period of Personal Data**

The Data Controller processes personal data for the time and to the extent that is necessary to perform the purpose, personal data are stored for the time necessary to establish compliance with the legal duty of the Data Controller as provided for by law in paragraph 1 or the company's archiving rules, however, for a maximum of 10 years.

## **7. Profiling**

The Data Controller does not process personal data by profiling or similar way through automated individual decision-making.

## **8. Data Subject Rights**

The Data Subject has the right to request from the Data Controller to allow the Data Subject to access their personal data being processed, the right to rectify their personal data, the right to delete or restrict the processing of their personal data, the right not to be subject to automated individual decision-making including profiling, the right to data portability, as well as the right to bring an action to the supervisory authority. If the Data Controller processes personal data with the consent of the Data Subject, the Data Subject has the right to withdraw their consent to process their personal data at any time. The withdrawal of consent shall not affect the lawfulness of processing based on consent before its withdrawal. The Data Subject may exercise their rights by sending an email to: [penzionveverica@gmail.com](mailto:penzionveverica@gmail.com), or in writing to the address of the Data Controller.

## **9. Duty to Provide Personal Data**

Providing personal data is a legal requirement. The Data Subject has the duty to provide personal data, otherwise, the service cannot be provided to them.