

1. Service provider details
2. General conditions
3. Contracting party
4. Contract formation, method of reservation, modification of reservation, notification obligation
5. Cancellation conditions
6. Prices
7. Payment method, guarantee
8. Method and conditions of use of services
9. Pets
10. Refusal to perform the contract, termination of the obligation to provide services
11. Guarantee of placement
12. Rights of the Contracting Party
13. Obligations of the Contracting Party
14. Obligation of the Contracting Party to compensate for damages
16. Rights of the Service Provider
15. Obligations of the Service Provider
16. Obligation of the Service Provider to compensate for damages
17. Secrecy
18. Vis major

1. Details of the service provider

Name and address of the establishment.

Business name of the operator: Brever s.r.o.,

Operator's registered office: Pod Poliankou 305/4, 059 42 Gerlachov

ICKO: 52 559 076 DIC: 2121066387

Responsible manager. Mgr. Ondrej Berlansky

Telephone contact: 0914 299 999

E-mail: ondrejberlansky@yahoo.com

2. General terms and conditions

2.1 These "General Terms and Conditions" regulate the use of the Provider's services for accommodation, other additional services to the Client,

2.2 Special, individual terms and conditions are not part of the published General Terms and Conditions, but do not preclude the conclusion of special agreements with travel agencies, tour operators, in individual cases with different, appropriate to the type of business, conditions.

3. Contracting party

3.1 The services provided by the Service Provider are used by the Guest.

3.2 If the Guest submits the order for services directly to the Service Provider, then the Guest is the Contracting Party. The Service Provider and the Guest - if the conditions are fulfilled - together become contracting parties (hereinafter referred to as the Parties).

4. Contract formation, method of reservation, modification of reservation, notification obligation

4.1 Upon a verbal or written request for a quotation from the Guest, the Service Provider shall send a quotation. If no specific order is received within 48 hours of the offer being sent, the Service Provider's offer is no longer binding.

4.2 The Contract shall be formed by the Service Provider's written confirmation of the Guest's verbal or written booking and shall be deemed to be a Contract in Writing. An oral reservation, agreement, modification or oral confirmation thereof by the Service Provider shall not have the force of a Contract.

4.3 Confirmation of a reservation constitutes a contract between the Guest and the Service Provider for accommodation pursuant to Section 754 et seq. Civil Code. The conclusion of the Accommodation Contract shall entitle the Guest to be accommodated by the Provider in the reserved room of the Facility for the period and under the terms and conditions of the confirmed reservation. The contract for the use of accommodation services is concluded for a definite period of time.

4.3.1 If the Guest definitively leaves the room before the end of the specified period, then the Service Provider shall be entitled to a proportionate amount of the consideration for the services specified in the Contract, as follows. The Service Provider shall be entitled to re-monetize the room vacated before the expiry of the specified period.

4.3.2 Extension of the use of accommodation services initiated by the Guest requires the prior consent of the Service Provider. In this case, the Service Provider may reserve the reimbursement of the services already provided.

4.4 A written agreement, signed by the Parties, is required to modify and/or amend the Contract.

5. Cancellation conditions (Cancellation Policy)

The Client has the right to cancel the contract/order at any time before the start of the stay, without giving reasons. The right to payment of cancellation fees to the operator is not affected by this. Cancellation must be received by the operator in writing or electronically, with confirmation of receipt by the operator. The Client shall pay the following fees:

-for cancellations made 30 working days or more prior to arrival, no cancellation fee will be charged,

-for cancellations within 10 working days before the date of arrival, 30% of the price of the agreed services of the Operator,

-for cancellations less than 10 days before the date of arrival 100% of the price of the agreed services

6. Prices

6.1 The room rates will be displayed in the room or at the reception of the facility or on the website.

6.2 The Service Provider may change its published prices without prior notice.

6.3 At the same time as announcing the prices, the Service Provider will also announce the rate of taxes included in the prices (VAT, resort tax), determined by law, valid at the time of sending the offer. The Service Provider may, after prior notification, pass on to the Contracting Party the extra costs caused by the adjustment of the applicable tax laws (VAT, recreation tax).

6.4 Current discounts, promotions, other offers will be announced on the website

6.5 Specific prices, discounts and conditions of stay for children, discounts are available on the page of the offer in question.

7. Payment method, guarantee

7.1 The Service Provider shall demand the consideration for the services provided to the Contractor at the latest after their use, before leaving the facility, but may also provide the possibility of later payment within the framework of an individual agreement.

7.2 The Service Provider shall guarantee the use of the services according to the Contract and the settlement of the consideration:

(a) may require a credit card guarantee, during which time the card will be credited with the consideration for the service ordered and confirmed;

(b) the Service Provider may require an advance payment for all or part of the services provided. In the context of a specific commercial transaction, the Provider shall have the right, based on an assessment of the commercial risk, to charge an advance payment for the use of the anticipated services in an amount ranging from 30% to 100% of their real price.

The agreed advance payment shall be payable no later than 14 days after the issue of the advance

invoice

7.3 The costs associated with the use of any method of payment shall be borne by the Contractor.

8. Method and conditions of use of services

8.1 The guest can occupy the room on the day of arrival from 14:00 (Check in) and is obliged to leave the room on the last day of the stay in the morning, until 10:00 (Checkout),

8.2 If the guest wishes to occupy the room before the check-in dates on the day of arrival, he/she will also be charged for the previous night before the day of arrival.

9. Pets

9.1 It is not possible to bring pets to the facility or possible by agreement with the operator.

10. Refusal to perform the contract, termination of the obligation to provide services

10.1 The Service Provider is entitled to terminate the Accommodation Service Contract with immediate effect and thereby refuse to provide services if:

a) The Guest does not use the room or the facility made available to him/her for the purpose for which it is intended;

b) The Guest behaves in an undesirable, abusive or rude manner towards the security, order of the Facility, its staff, is under the influence of alcohol or drugs, behaves in an abusive or otherwise unacceptable manner;

c) The guest is suffering from an infectious disease;

d) The Contractor fails to meet his/her deposit payment obligations, as specified in the Contract, by the due date.

10.2 If the Contract between the parties is not fulfilled due to a "vis major" reason, the Contract will be terminated.

11. Placement Guarantee

11.1 If the Service Provider's facility, due to its own fault (e.g. overcrowding, temporary operational problems, etc.), is unable to provide the services specified in the Contract, the Service Provider is obliged to arrange for the Guest's accommodation without delay.

11.2 The Service Provider shall:

(a) arrange/offer the services specified in the Contract, at the price confirmed in the Contract, for the period specified therein - or until the obstacles are removed - in another facility of the same or higher category. Any extra costs associated with the provision of alternative accommodation shall be borne by the Service Provider;

b) arrange a free transfer for the Guest to move to the alternative accommodation and for any subsequent move back.

11.3 If the Service Provider has fulfilled all these obligations without fail, or if the Guest has accepted the alternative accommodation offered, the Contracting Party may not subsequently claim compensation.

12. Rights of the Contracting Party

12.1 Under the contract, the Guest is entitled to use the room ordered as intended as well as the facilities that fall within the scope of the usual services and for which no special conditions apply.

12.2 The Guest may lodge a complaint in connection with the services provided by the Service Provider during the period of stay in the establishment. The Service Provider undertakes to deal with a complaint that is verifiably received by him in writing (or a written record of the complaint has been made by him) during this period.

13. Obligations of the Contracting Party

13.1 The Contracting Party is obliged to pay the consideration for the services ordered in the Contract by the date and in the manner specified in the Contract.

13.2 The Guest shall ensure that a child under 12 years of age - entrusted to his/her care, stays in the Service Provider's facility only under the supervision of an adult.

13.3 The Guest may not bring his/her own food/drinks to the catering facilities of the Facility.

14. Obligation of the Contracting Party to compensate for damages

The Guest shall be liable for damages and disadvantages suffered by the Service Provider or a third party due to the fault of the Guest or his/her accompanying person or other persons for whom the Guest is responsible. This liability also applies if the injured party has the right to claim compensation for his/her damages directly from the Service Provider.

15. Obligations of the Service Provider

The Service Provider is obliged to:

- (a) perform the accommodation and other services ordered on the basis of the contract, in accordance with the applicable regulations, service standards;
- b) investigate the written complaint of the guest or complaint and take the necessary steps to resolve the problem, of which he is obliged to draw up a report. The complaint shall be governed by the Complaints Procedure*

16. Obligation of the Service Provider to compensate for damages

16.1 The Service Provider shall be liable for any damages suffered by the Guest due to the Service Provider or its employees at the Service Provider's facilities.

16.1.1 The liability of the Service Provider shall not extend to damage-causing events arising from unavoidable causes beyond the control of the Service Provider's employees and its guests or which are self-inflicted by the Guest.

16.1.2 The Service Provider may designate areas in the Facility where guests are not allowed access. The Service Provider shall not be liable for any damages or injuries incurred in such places.

16.1.3 The Guest must immediately report the damage caused to him/her to the Facility and provide the Facility with all information necessary to clarify the circumstances of the incident causing the damage or to draw up a police report/initiate a police investigation.

16.2 The Service Provider shall be liable for damages caused to the Guest by loss, destruction or damage to the Guest's belongings, provided that the Guest has deposited them in a place designated by the Service Provider, or in a place usually designated for this purpose, or in his/her room, or that the Guest has handed them over to the Service Provider's employees whom he/she may have considered authorised to take possession of his/her belongings.

16.2.1. The Service Provider shall only be liable for valuable objects, securities and cash if the Service Provider has expressly taken custody of the item in question or if the damage has been caused for reasons for which it is liable under the General Terms and Conditions. In such a case, the burden of proof is on the Guest.

Forgotten belongings of the Client are registered and stored for a period of 3 months. At the end of this period, the Operator shall hand over the forgotten items to the local lost and found department. The Operator will send the forgotten items to the Client only if requested. The Client's stay at the Operator is further regulated by the Accommodation Regulations, which are binding for the guests.

17. Processing of personal data

The Service Provider is obliged to follow the current guidelines on the processing of personal data according to Act 18/2018 Coll. as amended and EU Directive 679/2016 . *vid GDPR documentation .

18. Vis major

Reasons or circumstances (for example: fire, flood, adverse weather, power outage, closure of access to a country due to a pandemic or state of emergency,) which are not within the power of the party (vis major), exempt all parties from the performance of their obligations under the contract for the duration of the reason or circumstance. The parties agree to do everything in their power to reduce the possibility of such causes and circumstances to the lowest possible degree and to reduce the damage arising from such causes and circumstances to the lowest possible degree.

19. Final Provision

These "General Terms and Conditions of Business" shall come into force on 07.12.2022

20. ALTERNATIVE DISPUTE RESOLUTION

1. The Buyer shall have the right to seek redress from the Seller if he feels that the Seller has violated his rights or has failed to resolve a complaint to the satisfaction of the Consumer. If the Seller has responded to his request for redress of the violation of his consumer rights in a negative manner or has not responded to his request for more than 30 days, the consumer may submit a proposal for the initiation of an alternative dispute resolution to an alternative dispute resolution entity (hereinafter referred to as ADR entity) pursuant to Act 391/2015 Coll. on Alternative Dispute Resolution. According to §3 of Act 391/2015 Coll., ADR entities are authorities and authorised legal entities. The consumer has the right to choose between ADR entities. The consumer may submit a proposal in the manner determined pursuant to §12 of Act No 391/2015 Coll.

2. The list of alternative dispute resolution entities can be found on the website of the Ministry of Economy of the Slovak Republic - <http://www.mhsr.sk/>. Other important information on alternative dispute resolution for consumers is also published on the above-mentioned website.

3. In the case of the sale of goods or provision of services under a distance contract or a contract concluded outside the Seller's business premises, the consumer also has the right to contact the Seller with a request for redress (by e-mail) if he is not satisfied with the way in which the Seller has handled his complaint or if he believes that the Seller has violated his rights. If the Seller responds to this request in a negative manner or fails to respond within 30 days of sending it, the consumer has the right to submit a proposal for the initiation of alternative dispute resolution to an alternative dispute resolution entity (hereinafter ADR entity) pursuant to Act No. 391/2015 Coll. ADR entities are authorities and authorised legal persons pursuant to §3 of Act 391/2015 Coll. The consumer may submit a proposal in the manner specified under §12 of Act 391/2015 Coll. The consumer may also submit a proposal through the alternative dispute resolution platform RSO, which is available online at : <http://ec.europa.eu/consumers/odr/>.

4. Only disputes arising from the contract between the seller and the consumer and disputes related to this contract may be resolved by ADR, with the exception of disputes pursuant to Section 1(4) of Act No. 391/2015 Coll. and disputes whose value does not exceed EUR 20. The application for the initiation of ADR shall be submitted to the ADR entity pursuant to Section 3 of the aforementioned Act, using the designated platform or the form, the model of which is attached as Annex 1 to the aforementioned Act. The ADR entity may require the consumer to pay a fee for the initiation of ADR, up to a maximum of EUR 5 including VAT. If several ADR entities are competent for ADR, the consumer has the right to choose to which of them he/she submits the proposal. In addition to ADR, the consumer shall have the right to apply to the general or arbitration court with jurisdiction in the matter and place of jurisdiction.