

General Business Conditions

Dear Client,

We are honoured that you have decided to use services of the Hotel SITNO a member of the Trinity Alliance. Our goal is to make your stay as pleasant as possible and make the Hotel SITNO a place you will always like to return to. Therefore we wish to inform you about your obligations.

Please, study the following Business Conditions that modify and specify the contractual relation between You and the Hotel, accepted along with your order.

I The Scope of Validity

- 1 These Business Conditions are valid for contracts on the lease of hotel rooms for accommodation; conference and banquet halls and hotel facilities for events and the conduction of events at lease as well as for all other hotel services and supplies executed for the Client.
- 2 The Client's Business Conditions will be applied only on a condition of their prior express written agreement.

II Contract Signing, Contractual Partners, Limitation

- 1 The Contract arises on assuming the Client's requests by the hotel. It depends on the free will of the hotel if it confirms the reservation in writing.
- 2 Contractual Partners are the hotel and the Client. If the reservation is made by the third person, he/she is liable along with the Client as a joint debtor for all obligations arising from the Contract unless he/she submits the hotel an appropriate statement.
- 3 Sublease or further lease of the facilities as well as their use for other purposes than accommodation or other purposes as earlier agreed in the Contract, prior written agreement of the hotel is required.
- 4 All claims against the hotel shall be barred three years after the commencement of regular limitation period depending on the knowledge (§ 101 of the Civil Code). Claims for damages are barred regardless of the knowledge after three years. Shortenings of limitation shall not apply to claims that are based on deliberate or grossly negligent breach of the hotel obligations.

III How to check-out and return a hotel room

1 If there is no agreement otherwise denominated, rooms are available to the Client from 2 p.m. on a particularly agreed day of his/her arrival. On the Client's request for accommodation before 2 p.m. the hotel shall charge a fee at 16,60,- € per hotel room for an earlier check-in.

2 The Client accommodated before 6 a.m shall pay the whole price for accommodation for the foregoing night.

3 On the day of departure rooms shall be vacated and checked-out by 10 a.m. at the latest. Otherwise the hotel shall charge a fee for late check-out at 16,60 Eur until 4 p.m.; and from 4 p.m. a fee at 100 % of the room price.

IV Prices, services

1 Agreed price that shall be paid by the Client and the agreed hotel services are based on reservation confirmation. If a reservation is confirmed, regular price is applied. The Client is obliged to pay valid or agreed hotel prices for the room return and other related services. This is also applied for the hotel services and expenses against the third persons initiated by the Client.

2 Agreed prices include service fee and related valid value added tax. If the period between the signing and executing the contract exceeds 4 months and the charged price generally increases for such services, the hotel may adequately increase the contractually agreed price. The hotel may further change prices if the Client wishes additional changes in a number of reserved rooms, hotel services or the length of his/her stay and the hotel agrees on it.

3 If the price for provided services exceeds the sum of 665,-Eur, the Client is obliged to pay on the reception's call for heretofore provided services immediately.

V Events

1 The event organiser shall inform the hotel on the total number of participants six working days at the latest before the date of an event to be able to ensure thorough arrangements.

2 In the final account, the hotel will accept a reduction of boarding persons at most 24 hours prior to the event commencement.

3 If the number of participants rises, the real number of participants will be taken into account in the final account. Exceedings by more than 5% shall be agreed with the hotel well in advance.

4 For events that last longer than till 24:00 hrs, the hotel may charge after 24:00 hrs a service fee at 6,64 € / a waiter per hour based on individual receipts, unless an agreed payment considers an event duration longer than till 24:00 hrs.

5 In principle, an event organiser is not authorised to bring meals and/or drinks to the events. Exceptions require prior written agreement with the hotel. In such cases a service fee or payment for opening a bottle which is 3,30 Eur per bottle of wine or 7,- Eur per bottle of spirit.

6 The event organiser and the Client are liable for payment of additionally ordered drinks and meals by the event participants.

7 The event organiser /the Client shall notify the hotel without asking whether the service execution and/ or the event based on its content or character may generate public interest and restrict or jeopardise interests of the hotel.

8 Advertisements in newspapers as well as other measures or publications, in particular invitations to interviews, political or religious events, and sales events that show a relation to the hotel, in principle require prior written consent of the hotel.

9 If the hotel procures technical and other equipment for the event organiser on his/her initiative from the third parties, the hotel acts on behalf of the organiser and his/her authorization and on his/her account. The event organiser frees the hotel from all claims of the third parties on handover of such equipment.

10 If the event organiser uses his/her own electric equipment and electric supply of the hotel, it requires prior written consent of the hotel. If any malfunctions or damages to the technical equipment occur when using such equipment, it will be paid by the event organiser, unless it is caused by the hotel itself.

11 Brought-in decoration material must comply with legal fire requirements. The hotel is authorised to require an official confirmation for such instance. Due to potential damages, it is necessary to agree on the installation and location of the items with the hotel in advance.

12 Brought- in exhibition and other items must be removed as soon as the event has finished. If such instance is omitted by the organiser and the items remain in the room of the event, the hotel may charge a payment for the renting of the room unless the items are removed. A proof of minor damage for the event organiser and major damage for the hotel remains reserved. The hotel is also authorised to carry out a removal and storage on the account of the event organiser with no arising contract on care or keeping. The event organiser shall pay the damage resulting from the accumulation of the left items.

VI Payment, Hotel Invoices

1 When signing the contract or after in considering legal provisions for trips with full care, the hotel is authorised to demand an adequate payment in advance or a financial guarantee. The sum as well as the term of the payment may be agreed in writing in the contract.

2 Invoices without the due date shall be paid within 14 days from the day of receipt of an invoice without deduction. The hotel is authorised to charge arising claims anytime as due ones and demand an immediate payment. In default of payment the hotel is authorised to demand appropriate legal interests on arrears at the sum of 8% at the actual time or in legal acts when the consumer is present, at the sum of 5 percentage points above the basic interests rate. The evidence of substantial damage exclusively remains with the hotel.

3 The Client may add or reduce only an undisputed or lawful claim against the claim of the hotel.

VII Withdrawal, Order Cancellation, Annulment by the Client

1 The Client's withdrawal from the contract concluded with the hotel requires a written consent of the hotel. If the consent is not approved, the agreed price shall be paid even in case if the Client does not use the contractual services. This is not applied in breach of the hotel's obligations considering the law, legal protected interests and interests of the Client, if the Client pertains other legal or contractual law for withdrawal and his/her insisting on the contract is no longer relevant.

2 If there is a written agreed date for free withdrawal from the contract between the hotel and the Client, he/she may withdraw from the contract without claiming payments or claims for damage to the hotel. The right of withdrawal for the Client expires, unless he/she uses his/ her right of withdrawal in writing against the hotel till the agreed date, if there is no case of the Client's withdrawal upon figure 1 sentence 2.

3 Cancellation conditions :

- In case of an order cancellation on the day of check-in or after 16,00 hrs before the day of check-in, we invoice 100% cancellation fee of the ordered services price.
- In case of an order cancellation from 1 to 7 working days prior the commencement of an event, we invoice 90% cancellation fee of the accommodation price.
- In case of an order cancellation from 8 to 14 working days prior the commencement of an event, we invoice 70% cancellation fee of the accommodation price.
- In case of an event cancellation from 15 to 30 working days prior the event, we invoice 50 % cancellation fee of the accommodation price.
- Listed cancellation fees also apply to the rent of training, sports and relaxation facilities.

VIII Withdrawal of the Hotel

1 If a free withdrawal right of the Client has been agreed in writing during a certain period, the hotel from its side is entitled to withdraw from the contract, unless claims of other clients for contractually booked rooms exist, and the Client reflecting the back demand of the hotel waives his/her right of withdrawal.

2 Unless an agreed or required payment is made in advance or after an elapsed period adequately set by the hotel, the hotel is entitled to withdraw from the contract.

3 Further on, the hotel is entitled for well-founded and legitimate reasons exceptionally withdraw from the contract, for instance in such cases that:

- force majeure or other circumstances for which the hotel is not responsible for make the contract execution impossible;
- rooms have been booked on condition of misleading or incorrect data of vital facts such as in the Client's personality or purpose;
- the hotel has a reasonable cause for an assumption that the use of the hotel services could jeopardise a smooth operation of business, safety or reputation of the hotel in public without a possibility to ascribe such instance to the hotel owners or the hotel organisation;
- there is a breach against figure II 3.

4 In a legitimate withdrawal of the hotel, no claim for damages arises for the Client.

IX Liability

1 The hotel as a proper trader with care is liable for its obligations arising from the contract. The Client's claims for damages are excluded. Out of this, excluded are damage of manslaughter, bodily harms or damage to health when the hotel is liable for the breach of obligations, other damage based on deliberate or grossly negligent breach of the hotel obligations, and damage caused by deliberate or grossly negligent breach of the typical hotel obligations arising from the contract. Against the breach of the hotel's obligations stands the breach of obligations of legal representative or execution assistants in the same way. Should any flaws or shortages occur in the hotel services, the hotel in its knowledge or on the Client's immediate notice will attempt to ensure the correction. The Client shall adequately contribute to a removal of the flaw and reduction of potential damage.

2 The hotel is liable for damage caused to brought in or stored items under § 433 and following Civil Code , i.e. the hotel is liable for damage to items that have been brought in by accommodated clients or possibly items that have been brought for them, unless the damage occurred otherwise. Brought things are items reserved for accommodation or storing things or items that have been handed over to any hotel staff. (§ 433 section 1 Civil Code). The hotel is liable for jewels, money and other valuables only up to the sum of 331,94 Eur (§ 1 Regulation of the Slovak Republic Government No 18/1995 Coll. by which some provisions of Civil Code are conducted). Right to damage compensation expires unless it is applied within 15 days at the latest after the day on which an injured party has learnt about the damage (§ 436 sentence 2 of Civil Code).

3 If the Client obtains a parking place for his/her car in the hotel car park, also for payment, hereby no contract on storage arises. The hotel takes no responsibility for loss or damage to parked or removed vehicles and their contents, apart from an intention or gross negligence. The previous figure 1 sentences 2-4 are appropriately applied.

4 Alarm service is provided by the hotel with the greatest care. Messages, mail postings and consignments for guests are always handled with care. The hotel takes over a delivery and storage and – on request – for payment sending further the above mentioned. The previous figure 1 sentences 2-4 are appropriately applied.

5 The hotel is not liable for injuries or accidents incurred during leisure time activities of any nature, unless the hotel acts in an extremely negligent or deliberate way.

X Miscellaneous

1 Found items are sent on request only. They are stored in the hotel for six months. After this period, valuable items are handed over to the local Lost and Found office.

XI Copyright

1 All photos published on the hotel website are protected by copyright and any handling is subject to a written consent of the author. Users of the website must not change the published photos, copy them, display, publish, reproduce, publicly distribute them by sale, rental or borrowing them without a written consent of the author.

In no case the company ASPECT-VYHNE, a.s. is liable for any indirect, collateral, random claims for damages including loss of profit caused by the use, distribution, any other handling with the published photos without the author's consent.

XII Final Provisions

1 Changes or amendments to the contract, receipts of requests or business conditions require a written form to come into force and will become effective no sooner than the hotel confirms them in writing. Unilateral changes or amendments by the Client are ineffective.

2 The place of performance and payment are in the seat of the hotel.

3 In business contact, the seat of the hotel is an exclusive place of jurisdiction – also for disputes on cheques and bills.

4 The Slovak Law is applied. The application of the Vienna Convention on the Purchasing Law of the United Nations and the Conflict of Laws is precluded.

5 If individual provisions of such General Business Conditions are or become ineffective or invalid, this does not affect the effectiveness of other provisions.

LISTED GENERAL BUSINESS CONDITIONS of the Hotel SITNO are valid from January 1, 2011.