

Consumer Complaint Procedure

I. The Basic Provisions

1. This Complaint Procedure (hereinafter referred to as the “CP”) is drawn up in accordance with the Act n. 40/1964, as amended, the Civil Code subsequently amended (further referred only as the “Civil Code”), of the Act no. 250/2007, as amended, on consumer protection and change of the Act of the Slovak National Council n. 372/1990 of the Collection of offences, subsequently amended, and of the Act n. 102/2014 on the consumer protection while selling goods or delivering services, on the basis of a contract made from distance or the contract made outside the premises of the seller, and about change and supplementation of some acts subsequently amended and of the Act n. 391/2015, as amended, about Alternative Resolution of Consumer Disputes and on Amendments and Supplements to Certain Acts (hereinafter referred to as the “Dispute Resolution Act”), as well as by Regulation of the European Parliament and the Council (EU) n. 2016/679 on the protection of individuals with regard to processing of personal data and on the free movement of such data, repealing Directive 95/46/ES (the general regulation about data protection, further referred only as the General Data Protection Regulation). The claims of clients – legal entities who are not in the position of consumer, are governed by the Act n. 513/1991 of the collection the Commercial Code, subsequently amended, (hereinafter referred to as “Commercial Code”).

2. This CP regulates the procedure for claims regarding goods or services provided by the Hotel Alfa which is represented by the company **HOTEL ALFA s.r.o.**, headquartered in Dukelská street 70, 087 01 Giraltovce, with the company registration number: 45 425 116, registered in the Business Register of the District Court Prešov, section: Sro, inset n. 22876/P. VAT identification number: 2023019592, VAT: SK2023019592 (registered according to § 4 of the VAT Act), telephone number: reception: +421 54 4795 008, e-mail: recepacia@hotel-alfa.sk, (further referred only as the “Provider”) in the accommodation facility designated as the Hotel Alfa, located on Dukelská street 70, 087 01 Giraltovce (further referred only as the “Hotel”) to the client of the Hotel (further referred only as the “Client”).

3. By receiving goods and/or accepting the Provider's service and/or sending a binding reservation of the Client, and/or concluding the Contract with the Provider, the Client concurs with this CP and confirms that he was informed about its content.

4. For the purposes of this CP, a complaint means the exercise of liability for defects in the product or service provided.

II. Client – Consumer Rights

1. The Client – the consumer has right to goods and services of normal quality, use of the complaint process, additional damages, education, information, protection of health, safety and financial interests, and to pass concerns and complaints to the authorities, controllers and the municipality regarding violations of the law connected with the rights of the consumer.

2. The Client – the consumer has right to protection from unacceptable/unreasonable conditions in consumer contracts.

3. The Client may claim protection of his/her rights against the violator in court. Every consumer has the right to appeal to an ADR entity in order to protect his / her consumer rights under the terms of the Dispute Resolution Act, without prejudice to the possibility of recourse to the court.

4. Other conditions of an alternative dispute resolution, including the subject of the alternative dispute resolution entity with the Provider are stated in Art. VII section 1 to 6.

III. Liability for Defects

1. The Provider is liable for defects that are sold to the Client and/or defects of the provided service to the Client.

2. For used items, the Provider is not responsible for the defects resulting from their use or normal wear and tear.

3. The Provider is not liable for the defects on items or services being provided if the defect was factored into the price.

4. If the defect is not connected to an item which quickly spoils or is consumed, the Provider is liable for defects which appear during the warranty period.

5. The provisions on the warranty period and its expiration are governed by the individual regulations of the Civil Code or the Commercial Code, according to the nature of the Client, unless this CP specifies otherwise.

6. A defect cannot be considered a change of goods that occurred during the warranty period due to wear and tear, misuse or improper use.

7. The client is obligated to inspect the product upon receipt and/or service when provided and claim any apparent defects without delay.

8. Defects that are detectable when accepting goods or services are considered obvious defects, in particular:

- a. differences in quantity or product/service supplied
- b. damaged goods (distorted cover, damaged cover and etc.)
- c. poor service

9. The Client is obliged to immediately notify the responsible employee of the Provider of any apparent defects, who will remedy the conditions specified in Art. V and/or Art. VI of this CP. The Provider will not accept the Client's later claims and such claim shall be deemed unjustified.

10. The Provider is not responsible for the defects if:

- a. these are defects which the Client knew at time of entering the contractual relationship with the Provider or, taking into account the circumstances under which the contract was concluded, had to know only that the defects were related to the quality of the goods or services rendered or should have been under the contract;

- b. the Client caused the defect of the product or provided service;
- c. the Client knew of the defect of the product or service before its acceptance, or he was reminded of that defect of the product or service, and/or if he received a discount on the price because of that defect;
- d. the defects were incurred during the warranty period as a result of wear and tear caused by normal use, incorrect, or excessive use;
- e. product protective seals have been broken;
- f. the defects were caused by an unauthorized person's interference in the goods or parts thereof;
- g. the claim occurs after the warranty period or other period within which the goods are to retain their specific characteristics;
- h. the defects were the result of a natural disaster;
- i. the defects were caused by improper or excessive use of the product, by improper treatment, improper service, improper use of attachments other than those prescribed by the manufacturer; or if the defects arise after their useful life.

IV. Making a Claim

1. If the Client discovers grounds and facts which might be the subject of a complaint, he is obligated to exercise the claim immediately with the responsible Provider's employee. To ensure the complaint is processed quickly, the Client must submit documents relating to the sale of goods and/or service provided (receipt, the copy of the reservation, invoice, contract, etc.) when making a claim, if such a document is available.

2. If the nature of the claim process requires it, it is necessary for the Client to submit a complaint in which the claim is made. The Provider is obligated to record the claim or the complaint of the Client in form detailed in the Complaint Procedure, stating the objective circumstances of the claim. The Provider is obligated, after careful examination, to decide on the manner of handling the complaint immediately, or in more complex cases within 3 (three) days, but no later than within 30 (thirty) days of the claim being filed by the Client.

3. The Client is obliged to provide assistance necessary for handling the complaint, in particular to provide information regarding the claimed goods and / or services.

4. If the nature of the claim so requires, the Client shall allow the Provider's responsible employee access to the space provided to him for accommodation so that the Provider may be satisfied with the claim.

5. The Client exercises the claim as follows:

- a. in case of defects of goods, the claim should be made at the receptionist, in presence of the manager
- b. in the case of defects in the catering services, the claim should be to the waiters/ the manager

- c. in case of defects in the area of accommodation services, the claim should be made to the receptionist, in the presence of the manager
- d. if the defects are part of the services in the fitness center, the claim should be made to the receptionist, in the presence of the manager.

V. The Removable Defects

1. If it is a defect of the goods that can be removed, the Client is entitled to have such a defect free, early and properly removed and the Provider is obligated to remove the defect without unreasonable delay. The Client might require change of the product instead of removal of the defect, or the change of the product component of the defect is related only to that component, if it does not cause inadequate costs to the Provider in relation with the price of the product, or the seriousness of the defect. The Provider can always exchange the product instead of the removal of the defect, if it does not incur disproportionate costs.
2. In the catering sector, if the correct quality, weight, temperature, rate, price of meals and / or beverages are not met, the Client has the right to request free, proper and timely correction. In such cases, the Client shall issue a complaint before or after the first tasting of food and drink (ie it should not be consumed more than ¼ of a meal or drink), depending on the error the Client claims
3. In accommodation services, the Client has a right to obtain free, early and proper removal of accommodation service defects, which shall be immediately reported to the Provider's responsible employee pursuant to Art. IV. Section 5 c) of this CP, it means that he has a right to exchange or supplement the small equipment in the room, in accordance with the category and classification of the accommodation facility which is stated for the Hotel Alfa according to the regulation of the Slovak Ministry of Economy n. 277/2008 as amended.
4. In the fitness center, the Client has a right to obtain free, proper, and early removal of defects which he reports without delay to the responsible worker of the Provider according to the Art. IV, section 5, letter d) of this CP.

VI. Nonremovable Defects

1. If the defect of the product is not removable and hindering it from the normal usage, the Client has a right to exchange the product, or he has a right to withdraw from the contract agreement with the Provider. The Client has these rights even in cases if the defects are removable, however, the Client cannot use the product properly, after more occurrences of the defect after its repair or for multiple defects. If the defects cannot be removed, the Client has a right to an appropriate discount on the price of the product.
2. If it is not possible to eliminate the mistake of the food and beverage catering services, the Client has the right to completely replace the food or drink or to refund the price for meals and / or drinks.
3. In case when the defect of accommodation services is connected with the technical character of the room and it is not repairable in a reasonable amount of time (for instance defect of the heating system, water heater, or another technical problem in the room), and if the Provider cannot provide to the Client with another substitute accommodation or transfer the Client to the another room and the room will be

rented to the Client despite the defects, the Client has a right to a reasonable discount from the price for accommodation according to the actual price list displayed at the reception of the Hotel; cancellation of the confirmed booking of the accommodation or withdrawal from the contract for accommodation prior to overnight stay and a refund.

4. In case when the Provider decides to make a change in accommodation of the Client, counter to the booked and confirmed accommodation, and the Client does not agree with the alternative accommodation, the Client has a right to cancel the confirmed booking of the accommodation or contract which deals with the accommodation before the overnight stay and refund of paid money. The Client is not entitled to reimbursement of any costs and / or claims from the Provider in relation with such a move of the Provider and cancel of the booking of the accommodation or the contract by Client.

5. In case when it is not possible to remove the defect of the service in the fitness center which is claimed by the Client, Client has a right to a reasonable discount on the provided service or a refund. If the Client uses the provided service and claims the service after its full exhaustion, the claim will not be recognized.

VII. Alternative Dispute Resolution

1. The complaint procedure of the Hotel regulates the complaint of the Clients in relation to the Services provided by the Hotel. If the Client - Consumer is not satisfied with the manner in which the Hotel has settled its complaint or believes that the Hotel has violated its rights, the Client has the right to contact the Hotel as a seller with a request for redress.

2. If the Hotel refuses the request of the Client according to the previous sentence or the Hotel does not respond so such request within 30 (thirty) days from its filing, the Client has a right to submit an alternative dispute resolution of the subject's conflict according to Section 12 of Act no. 391/2015 Coll. on Alternative Resolution of Consumer Disputes and on Amendments and Supplements to Certain Acts.

3. The appropriate entity for the alternative solution of consumer conflicts with the Hotel as the seller is:

- a. The Slovak Trade Inspection may be contacted for this purpose at the address: The Central Inspectorate, The Slovak Trade Inspection, Prievozská 32, P.O. Box 29, 827 99 Bratislava, or electronically on ars@soi.sk, or adr@soi.sk,
- b. Other appropriate corporate body registered in the subject list of the alternative solution of conflicts maintained by the Slovak Ministry of Economy (the list of the subjects is available at <http://www.mhsr.sk/zoznam-subjektov-alternativneho-riesenia-spotrebitelskych-sporov/146987s>), whereas the Client has a right to choose the alternative conflict entity.
- c. 6. The Client may use an online alternative dispute resolution platform to submit an alternative consumer dispute resolution proposal available at http://ec.europa.eu/consumers/odr/index_en.html. More information about alternative dispute resolution can be found on the website of the Slovak Trade Inspection: <http://www.soi.sk/sk/Alternativne-riesenie-spotrebitelskych-sporov.soi>

VIII. The Final Regulations

1. This CP becomes effective by the day of July 1, 2019.

2. The personal data provided will be processed in accordance with the General Data Protection Regulation (GDPR) and personal data will be provided or made available only in accordance with the GDPR to recipients, third parties and intermediaries (who administer, operate or service). This CP is published and located at the reception of the Hotel Alfa, in the restaurant of the Hotel Alfa and in all the hotel rooms.

In Giraltovce, in July 1, 2019

Ing. Veronika Džerengová – General Secretary of the HOTEL ALFA s.r.o.



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HOTEL ALFA Dukelská 70, 087 01 Giraltovce
IČO: 45 425 116
DIČ: 2023019592