

1 Introductory provisions – conclusion of the Accommodation Contract

- 1.1 The company 2R Invest s.r.o., Zochova 4, 811 03 Bratislava, company registration number: 43 842 526 (hereinafter referred to as "*Operative*" or "*Accommodation provider*"), company registration number: 46512136 is a provider of Accommodation Services without hospitality activities (hereinafter also referred to as "*Accommodation Services*" or "*Services*").
- 1.2 The subject matter of these general terms and conditions is the regulation of the mutual rights and obligations of the Operative and third parties who use the services of the Operative (hereinafter also referred to as the "*Client*" or "*Clients*") on the basis of an accommodation contract within the meaning of Sections 754 et seq. of Act No. 40/1964 Coll. of the Civil Code, as amended (hereinafter referred to as the "*Civil Code*"). The Accommodation Contract and claims arising from the concluded Accommodation Contract are governed by the provisions of the Civil Code, the Accommodation Regulations (hereinafter referred to as "*Accommodation Regulations*"), the Complaints Policy (hereinafter referred to as "*Complaints Regulations*") and these General Terms and Conditions (hereinafter referred to as "*GTC*"). The Accommodation Regulations, the Complaints Policy and these GTC are available in each apartment of the accommodation facility – Apartment House on Zochova Street No. 4 in Bratislava and are also available on the website www.citycastle.sk. The Client declares that before concluding the Accommodation Contract, they have read the above-mentioned documents in their full extent.
- 1.3 The Contract is concluded between the Client and the Operative at the moment of consensus of the parties on all essential elements of the Accommodation Contract, i.e. at the moment of agreement between the Client and the Operative on the place, price and time of accommodation. The Contract Conclusion shall be deemed to be:
- 1.3.1 **online booking:** The booking form completed and submitted by the Client via the website www.citycastle.sk, or also via the portals www.booking.com or www.zochova4.com as follows:
- (i) When booking online, the Client has the possibility to search for current availability in the online booking system at the prices indicated directly when booking online at websites www.citycastle.sk, www.zochova4.sk or www.booking.citycastle.sk after entering the Client's requirements in the form located there. When making an online booking, after selecting the basic requirements of the Client, the Client fills in all the required data in the form.
 - (ii) When booking online, the Client shall pay the price of the Accommodation Services booked by them by online payment. The Operative reserves the right to extend or restrict the different online payment methods for online booking. The Client is informed of the online payment options directly on the website through which they make the online booking, after filling in all the required data and before paying for the services booked and confirming the order with the payment obligation.
 - (iii) After filling in all the required data in the form and after the online payment has been made, a "booking confirmation" document with the booking number (hereinafter referred to as the "*booking confirmation*") will be sent immediately to the e-mail address provided by the Client when making the booking (hereinafter referred to as the "*booking confirmation*"). In addition to the booking number, the booking confirmation contains basic information about the Accommodation and the participants, the Accommodation Services booked and paid for, information about the accommodation facility, information about the Accommodation Regulations, the Complaints Policy and these GTC (in the form of a link to the relevant website), as well as other additional information. Booking number serves as a contact data for the execution of any further actions related to the booking by the Client. The Client is obliged to keep the booking number safely and to have it available in case of need.
 - (iv) In the case that the online booking does not result in online payment according to the article 1.3.1 (ii) above, the Operative will send the Client by email a "*pre-booking information*" document containing details of the services selected by the Client. The "*pre-booking information*" document (hereinafter also referred to as "*pre-booking information*" document) is also the basis for the payment of the services selected by the Client, containing information on the due date, the variable symbol for payment and the method of payment. The due date for payment of the services selected by the Client is generally 3 working days from the date of receipt of the Pre-booking Information by the Client. In the case of non-payment of the price correctly and on time, the advance booking is cancelled by the Operative and the Client's right to the advance booking is terminated and the Client is notified by e-mail of the cancellation of the advance booking, without the Client being entitled to any financial or non-financial compensation or damages. After payment of the services selected by the Client, a booking confirmation is sent to the Client by e-mail, noticing the booking number. In addition to the booking number, the booking confirmation contains basic information about the Accommodation and the participants, the Services booked and paid for, information about the accommodation facility, information about the Accommodation Regulations, the Complaints Policy and these GTC (in the form of a link to the relevant website), as well as other additional information.

The booking number serves as a booking confirmation, as contact information for any further actions related to the booking by the Client, including the application of the booking upon arrival at the accommodation facility. The Client is obliged to keep the booking number safely and to have it available in case of need. In the case that the Services requested by the Client are not paid for by the due date, the provisional booking shall be terminated without any further legal action on the part of the Operative.

1.3.2 **offline booking:** by telephone or e-mail booking via the contacts listed on the website www.citycastle.sk as follows:

- (i) In the case of an offline booking by e-mail, the Client has the option to contact the Operative by e-mail to the e-mail addresses published on the Operative's website in order to obtain a quotation.
- (ii) In the e-mail, the Client is obliged to specify the basic requirements for the services (number of persons and age of children, number of rooms, type of room, date – arrival date and departure date, name and surname of the Client, any other requirements of the Client). Upon receiving of the Client's e-mail enquiry, the Operative shall either contact the Client with a request to clarify the criteria sent by the Client or to complete the necessary information or, in the case of a complex enquiry, the Operative shall send the Client, at the client's e-mail address from which the Operative received the e-mail enquiry for the booking of Accommodation Services, a quotation for services drawn up in accordance with the Client's requirements specified in the e-mail. The quotation may also be sent to another e-mail address provided by the Client in the e-mail enquiry. To avoid doubt, if no other e-mail address is provided by the Client, the quotation shall always be sent exclusively to the e-mail address to which the e-mail enquiry was received by the Operative. The validity of a quotation sent in this way shall be 24 hours from the time of its creation by the Operative.
- (iii) If the Client confirms the quotation sent by the Operative, the Client is obliged to contact the Operative by e-mail within 24 hours and confirm the quotation to the Operative. If, by the time the Client's confirmation of interest is received by the Operative, the possibility of booking the services selected by the Client (capacity, etc.) or the price has changed, the Operative shall send the Client a new quotation and, if the Client is not interested in the change, the communication between the Client and the Operative, as well as the query and the quotation, shall cease and the Client shall not be entitled to any financial or non-financial compensation or damages whatsoever. If in the meantime the services selected by the Client have been paid, the Operative shall reimburse the Client for the amount paid by the Client within seven (7) days from the date of termination of the enquiry and offer, by wire transfer to the Client's bank account from which the Client made the payment. In the event that the accommodation services selected by the Client and/or their price are up-to-date and valid by the time the Operative receives confirmation of the Client's interest, or if the Client, in the event that these have changed, also expresses interest in the changed services and/or price, the Operative shall send the Client by e-mail a "*pre-booking information*" document containing the details of the services selected by the Client.
- (iv) The "*pre-booking information*" document (hereinafter also referred to as "*pre-booking information*") is also the basis for the payment of the services selected by the Client, containing information on the due date, the variable symbol for payment and the method of payment. The due date for payment of the services selected by the Client is generally 3 working days from the date of receipt of the Pre-booking Information by the Client. In the case of non-payment of the price correctly and on time, the advance booking is cancelled by the Operative and the Client's right to the advance booking is terminated and the Client is notified by e-mail of the cancellation of the advance booking, without the Client being entitled to any financial or non-financial compensation or damages. After payment of the services selected by the Client, a Booking Confirmation is sent to the Client by e-mail, noticing the booking number. In addition to the Booking Number, the Booking Confirmation contains basic information about the Accommodation and the participants, the Services booked and paid for, information about the accommodation facility, information about the Accommodation Regulations, the Complaints Policy and these GTC (in the form of a link to the relevant website), as well as other additional information. The Booking Number serves as a booking confirmation, as contact information for any further actions related to the booking by the Client, including the application of the booking upon arrival at the accommodation facility. The Client is obliged to keep the booking number safely and to have it available in case of need. In the case that the services requested by the Client are not paid for by the due date, the provisional booking shall be terminated without any further legal action on the part of the Operative.
- (v) Phone bookings shall be made in a similar manner to e-mail bookings within the meaning of clauses 1.3.2 (ii) to (iv) above.

The contractual relationship between the Operative and the Client shall be established at the moment when the Client receives a confirmation of the booking of accommodation services from the Operative (hereinafter referred to as "*accommodation booking*")

services" or also referred to as "Booking Accommodation") to the extent and in the manner set out in this clause.

- 1.4 By booking the Accommodation Services, the Client declares that they have read and understood these GTC, the Accommodation Regulations as well as the Complaints Policy. The Operative is entitled to unilaterally change these GTC, as well as the Accommodation Regulations and Complaints Policy, whereby the change of the GTC, Accommodation Regulations and Complaints Policy is effective for the Client at the moment of publication of the changed version of the GTC, Accommodation Regulations or Complaints Policy on the website www.citycastle.sk, www.zochova4.sk or www.booking.citycastle.sk. In the case of a booking for accommodation services that has already been made, the applicable version of the GTC, the Accommodation or Complaints Policy shall be valid and effective at the time of the booking made by the Client, i.e. at the time of the conclusion of the Accommodation Contract. Before making any booking of accommodation services, the Client is obliged to get informed about the actually valid and effective version of the GTC, Accommodation Regulations and Complaints Policy, which are available on the website www.citycastle.sk, www.zochova4.sk or www.booking.citycastle.sk. At the Client's request, the current valid and effective version of the GTC, Accommodation Regulations and Complaints Policy can be sent by the Operative to the Client in the form of an e-mail message containing a link to the current valid and effective version to the Client's e-mail address provided by the Client at the time of the first contact with the Operative at the time of making the booking.

2 Payment terms

- 2.1 The Client is obliged to pay the price for the booked services in full (100%) at the time of booking, but no later than the date specified by the Operative.
- 2.2 The form of payment depends on the chosen booking way (online or offline booking). The Operative reserves the right to extend or restrict the different methods of payment at the time of booking in relation to individual ways of booking services and individual dates. The client is informed of the options for the payment form:
- 2.2.1 on the website through which they make the **online booking** as defined in point 1.3.1 above, after filling in all the required data and before paying for the services booked by them and after confirming the order with the obligation to pay; or
- 2.2.2 by the Operative by e-mail or phone for **offline booking**. In the case of offline booking, payment can be made by wire transfer or payment via a payment gateway, unless otherwise specified by the Operative. The Client is obliged to comply with the payment method defined by the Operative.
- 2.3 Bank charges associated with the payment of the price for the Accommodation Services booked by the Client shall be borne in full by the Client. The Operative reserves the right to limit or exclude the possibility of offline payment (payment by wire transfer to the Operative's bank account) in cases specified by the Operative, which the Client will be informed of before confirming the order (booking of accommodation services) with the obligation to pay.
- 2.4 The price for Accommodation Services includes tax value added according to the relevant legislation as well as all local taxes and fees.
- 2.5 The billing of the services (tax document) is sent to the Client by e-mail to the e-mail address provided to the Operative during the booking process within the time limits and in the manner specified in Act No. 431/2002 Coll. on Accounting, as amended, normally within five days of the date of the service.
- 2.5.1 If the Client wishes to have a tax document issued in the form of an invoice issued in favour of a legal entity or a natural person – businessman and makes the **booking online**, they are obliged to request this from the Operative prior to the actual payment for the accommodation services. When making an online booking, the Client shall indicate their request in the "comments" field in the online booking system, where they shall provide the exact and correct billing data of the legal entity (business name, registered office, VAT number, VAT identification number, Tax ID, registration in the commercial register, bank connection) or the natural person – businessman (business name, registered place of business, business registration number, VAT number, VAT identification number, Tax ID, registration in the trade or other register, bank connection) to the Operative. It is no longer possible to make any changes to the billing details after the customer has made a payment by credit card or entered a bank payment order during the online booking process.
- 2.5.2 In the case of an **offline booking**, this request and the exact and correct billing details must be indicated directly when making the booking in an e-mail to the Operative or by phone. Changing the billing details in the case of an offline booking after payment for Accommodation Services is no longer possible.

3 Changes to the agreed content of the Accommodation Contract

- 3.1 Any **changes to the accommodation booking** are only possible after confirmation of the booking if the Operative's operational and/or capacity possibilities allow it.
- 3.2 The Client has no legal right to make changes to the booking after the booking has been confirmed. Any changes to a booking made after the confirmation of the booking can only be made after the booking number sent to the client has been indicated in the "booking confirmation" document. The Client can request changes to the booked Accommodation Services by phone or e-mail using the contact details provided in the booking confirmation. When requesting the change to a confirmed booking, the Client is always obliged to quote the booking number and must send it to the

Operative so that the Operative can consider it at least five (5) calendar days before the arrival.

- 3.3 The Operative reserves the right to consider the Client's request to change the date and scope of the booked Accommodation Services on an individual basis, subject only to the conditions set by the Operative, which the Operative shall inform the Client of upon receipt of the Client's request to change the date of the booked Accommodation Services and prior to confirming the change of the date of the booked Accommodation Services on the basis of the Client's request.
- 3.4 The change of the date of the confirmed booking of Accommodation Services is only possible until the Operative's entitlement to the cancellation fee pursuant to clause 4.3 of these GTC, provided that the Operative's capacity and operational possibilities allow it.
- 3.5 In the event that the Client is obliged to pay the additional price in connection with the granting of the Client's request for a change pursuant to clause 3.1 of these GTC, the Client is obliged to pay the difference in the price of the Accommodation Services compared to the original price to the Operative in the manner defined in the document sent to the Client by e-mail to the e-mail address provided by the Client at the time of making the original booking. Only after the Client has paid the additional amount is the Client sent an additional booking confirmation with the change and only at this point the Client is entitled to the provision of the services booked by them in the changed extent.
- 3.6 In the event that the request for a change cannot be accommodated due to capacity or other operational reasons on the part of the Operative, the Operative shall not be obliged to accommodate the Client's request for a change to the confirmed booking and the Operative shall have the right to refuse the Client's request, without the Client being entitled to compensation or any other financial or non-financial compensation from the Operative.
- 3.7 In the case of **non-use of the booked services within the agreed extent** for any reasons on the part of the Client or the person to whom the accommodation is to be provided, or without specifying the reasons (non-arrival at the accommodation, early departure from the accommodation, later date of arrival at the accommodation, lower number of accommodated clients, etc.), the Client shall not be entitled to any financial or non-financial compensation, compensation or damages.
- 3.8 In the case the Operative receives a request for changes within the meaning of clauses 3.1 and 3.2 of these GTC in such a way that it is unable to assess them at least five (5) calendar days prior to the beginning of the Accommodation, or in the event of non-use of the Accommodation Services within the meaning of clause 3.7 of these GTC, the Operative shall be entitled to and shall pay cancellation fees within the meaning of clause 4 of these GTC.

4 Booking cancellation and cancellation fees

- 4.1 At the moment of conclusion of the Accommodation Contract, the Client is not entitled to withdraw from the Contract for the provision of services within the meaning of Section 7(6)(k) of Act No. 102/2014 Coll. on Consumer Protection in the Sale or Provision of Services under a distance contract or a contract concluded off the seller's premises and on amendments and additions to certain acts, as amended.
- 4.2 The Operative shall allow the Client to cancel a confirmed booking for any reason or no reason, in writing to the address of the Operative's registered office indicated in the header of these GTC or electronically by e-mail notification of cancellation sent to the e-mail address indicated in the "*booking confirmation*" document with the indication of the booking number.
- 4.3 In the case of **cancellation by the Client**, the Operative shall be entitled to payment of the cancellation fee upon cancellation by the Client:
- 4.3.1 no cancellation fee from the booking confirmation until five (5) calendar days before check-in,
- 4.3.2 100% of the price of the services ordered and confirmed less than five (5) calendar days before the arrival.
- 4.4 In the case that:
- 4.4.1 the Operative receives a request for changes under clauses 3.1 and 3.2 of these GTC so that it is unable to consider them at least five (5) calendar days prior to the arrival at the accommodation; or
- 4.4.2 in the case of non-utilisation of the Accommodation Services within the meaning of clause 3.7 of these GTC; or
- 4.4.3 in the case of cancellation less than five (5) calendar days prior to arrival,
- the Client is obliged to pay a cancellation fee of 100% of the price of the booked and confirmed Accommodation Services.
- 4.5 For the application of the cancellation fee and the determination of its amount, the date of arrival at the accommodation (the day of arrival at the accommodation) indicated in the booking confirmation is decisive.
- 4.6 In the cases referred to in clause 4.4 of these GTC, the Operative shall send the Client an e-mail notification of the Operative's entitlement to the cancellation fee and its amount according to these GTC within seven (7) days from the date on which the decisive fact within the meaning of clause 4.4 of these GTC occurred. By booking Accommodation Services under these GTC, the Client agrees and acknowledges that the Operative is entitled in the situations referred to in clause 4.4 of these GTC to set off the Client's claim for a refund of the price paid by the Client for the Accommodation Services against the Operative's claim for payment of the cancellation fee in the amount set out in these GTC, up to the value in which these claims are covered, whereby the amount exceeding the mutual claims of the Client and the Operative in favour of the Client shall be paid by the Operative to the Client in the same way as payment for the accommodation services booked by the Client, within seven (7) days from the date of dispatch of the cancellation fee.

of the set-off made pursuant to the second sentence of this clause. The bank charges related to the refund shall be borne in the full extent by the Client.

- 4.8 In the case that for reasons by the Operative (operational reasons, capacity reasons, etc.) the Client cannot be provided with Accommodation Services at all or partially after the confirmation of the booking, the Operative shall immediately inform the client of this fact by e-mail to the e-mail address provided by the Client when making the booking or by phone, and at the same time, depending on the capacity and operational possibilities of the Operative, shall present the Client with a proposal for the use of the services in the same extent on a different date or in a different type of room (of a higher standard), without the Client being obliged to pay an additional fee for the Accommodation Services thus provided.
- 4.9 In the event that the Client does not accept the Operative's offer pursuant to clause 4.8 of these GTC, the Client's booking shall be cancelled and the Operative shall refund to the Client the price paid for the Accommodation Services in the same manner as the Client's payment for the Accommodation Services booked, depending on the form of payment chosen by the Client at the time of booking the Accommodation, within seven (7) days of the day following the date of booking cancellation by the Operative.
- 4.10 The Operative shall not be obliged to provide the Accommodation Services to the Client at all or to the agreed extent in the event of the occurrence of circumstances that exclude liability. Circumstances which exclude liability are obstacles which have arisen independently of the operator's will, which prevent the performance of the Operative's obligations and it cannot reasonably be assumed that the Operative could have avoided or overcome this obstacle or its consequences, nor that the operator could have foreseen this obstacle at the time of the contractual relationship, i.e. obstacles of so-called force majeure (natural disasters, strikes, war conflicts, disasters, interruption of supplies, etc.) and which prevent or impair the performance of the Operative's obligations. In the case of the occurrence of a force majeure event, the Operative is obliged to inform the Client of this fact without delay, including an indication of the expected duration of the force majeure event. In such a case, the Operative shall agree with the Client on how to resolve the situation individually. The Client shall not be entitled to compensation for any damages incurred as a result of circumstances excluding liability.

5 Rights and Obligations of the Contracting Parties

- 5.1 The provision of Accommodation Services by the Operative is governed by the relevant provisions of the Civil Code in connection with the relevant provisions of Act No. 250/2007 Coll. of Law on consumer protection, as amended, and other generally binding legal regulations.
- 5.2 The Operative undertakes to provide the Client with Accommodation Services of the agreed quality and to the agreed extent, under the terms and conditions set out in the accommodation contract, in the Accommodation Regulations and in these GTC. The Client's claims are regulated in detail by the Complaints Policy, which is available on the website www.citycastle.sk and is also available in a printed version in each Apartment in the Apartment House.
- 5.3 The Client is obliged to pay the price for the ordered Accommodation Services, while he is obliged to comply with the obligations under the concluded Accommodation Contract, the Accommodation Regulations and these GTC.
- 5.4 The Client is entitled, especially, to:
- 5.4.1 use the Accommodation Services provided by the Operative under the terms and conditions agreed in the Contract and under the terms and conditions set out in the Accommodation Regulations and these GTC, not to be interfered with in any way by another Client or a third party or the Operative in their use,
 - 5.4.2 request the refund of a pro rata part of the price for the period of non-provision of Accommodation Services caused by the fault of the Operative, which the client is obliged to request from the Operative within one (1) month of the interruption of the provision of Accommodation Services, unless otherwise agreed by the Contracting Parties,
 - 5.4.3 provide full and correct information about the facts which may affect the quality of the Accommodation Services provided, in sufficient time, as far as such information is possible and expected in the circumstances and situations,
 - 5.4.4 use the Accommodation Services provided solely for their agreed purpose according to the Accommodation Regulations and these GTC and generally applicable law.
- 5.5 The Client is obliged, especially, to:
- 5.5.1 pay the price for the Accommodation Services as well as all fees related to the provision of the accommodation services to the Operative according to the Contract and the Accommodation Regulations,
 - 5.5.2 notify the Client during the duration of the contractual relationship by e-mail or other valid contact: of any changes in contact details, identification data or personal data, no later than three (3) days from the date of such a change,
 - 5.5.3 immediately notify the Operative of any facts known to the Client that could adversely affect the provision of Accommodation Services,
 - 5.5.4 not to use the Accommodation Services in a manner that would unreasonably restrict other Clients of the Operative from using the Accommodation Services or otherwise unreasonably restrict the Operative,
 - 5.5.5 use the Accommodation Services according to the legislation of the Slovak Republic, the Accommodation Contract according to any instructions of the Operative.
- 5.6 The Client is responsible for the correctness, accuracy and completeness of the identification data and personal data provided

to the Operative. The details of the provision and handling of personal data are regulated in detail in the Rules of Processing and Protection of Personal Data, which are available on the website www.citycastle.sk and also available in a printed version in each Apartment in the Apartment House. The Client declares that they have read and understood the above document before entering into the Accommodation Contract.

- 5.7 The information provided to the Client in the Booking Confirmation is binding on the Client. The Client is obliged to check all the information in the Booking Confirmation properly and in case of any ambiguities, questions or discrepancies, to contact the Operative immediately in order to solve the situation. Discrepancies that the Client should or could have discovered later on receiving of the Booking Confirmation cannot be taken into account and are not reasons for a claim by the Client. The client is obliged to get informed with the following documents related to the provision of Accommodation Services, especially the Accommodation Regulations and Complaints Policy, these GTC and the Rules for the processing and protection of personal data, before concluding the Contract.
- 5.8 The Operative reserves the right to request from the Client, upon arrival at the Accommodation, a security deposit in the form of a pre-authorisation on the Client's payment or credit card or another form of financial deposit, whereby by indicating the deposit on the registration form or a separate form, the Client agrees to the provision of the deposit and its use for the purpose of payment of the payments according to the Accommodation Regulations and these GTC.

6 Final provisions

- 6.1 These GTC as well as all legal relations arising on the basis of these GTC and the conclusion of the Accommodation Contract shall be governed by the provisions of the Civil Code and generally binding legal regulations effective in the Slovak Republic. In the case the Contractual Arrangements between the Contracting Parties mentioned in the Accommodation Contract (Booking Confirmation) are in conflict with the provisions of these GTC, the provisions of the Accommodation Contract or the Agreement contained in the Booking Confirmation shall prevail over the provisions of the GTC.
- 6.2 If any provision of these GTC is or becomes invalid, ineffective or unenforceable, such invalidity, ineffectiveness or unenforceability shall not affect the validity and effectiveness of the remaining provisions of these GTC.
- 6.3 In the case of any dispute arising out of a legal relationship of the Accommodation Contract concluded between the Client and the Operative and of legal relationships arising of and related to the Contract, each Contracting Party shall be entitled to pursue their claims on a General court within the meaning of the relevant provisions of Act No. 160/2015 Coll. of Law, Civil Procedure Code, as amended. This is without prejudice to the Consumer's right to use alternative dispute solution. The supervisory body in matters of Consumer protection is the Slovenská obchodná inšpekcia (Slovak Trade Inspection Authority), Inšpektorát SOI for the Bratislava Region, located at Prievozská 32, P.O.Box 5, 820 07 Bratislava.
- 6.4 The communication between the Contracting Parties is primarily electronic, by e-mails or by phone. Notifications concerning the facts on the basis of which either of the Contracting Parties will assert any legal claims must be done in the manner defined in these GTC and demonstrably notified or delivered to the other Contracting Party.
- 6.5 The Accommodation Contract, the Accommodation Regulations, the Complaints Policy, the Rules for the Protection and Processing of Personal Data and these GTC are created and concluded in a bilingual version, namely in English and Slovak. In the event of ambiguous wording caused by the creation of documents in English, the Slovak version of the given document shall be legally binding.
- 6.6 These GTC come into force and effect on 03/04/2022.

For the Operative / Accommodation Provider 2R Invest, s.r.o.:

Ing. Rudolf Rusnák, Managing Director