

Complaints Policy

of an accommodation facility

City Castle Apartments, Zochova 4, Bratislava

Operative / Accommodation provider: 2R Invest, s. r. o., Zochova 4, 811 03 Bratislava – city district Staré Mesto

To establish the correct procedure for handling complaints from Clients and for objecting to deficiencies of the services provided at City Castle Apartments by the company 2R Invest, s.r.o. (hereinafter referred to as “Operative” or “Accommodation Provider”), the Accommodation Provider issues, pursuant to Act no. 250/2007 Coll. on consumer protection, as amended (hereinafter referred to as the “Consumer Protection Act”) and Act no. 40/1964 Coll., the Civil Code, as amended, this Complaints Policy:

1. Basic provisions

- 1.1 A client is a person to whom Accommodation Services are provided by the Accommodation Provider on the basis of a Accommodation Contract within the meaning of Section 754 et seq. of Act No. 40/1964 Coll., the Civil Code, as amended, and within the meaning of the General Terms and Conditions of the Operative, available on the website www.citycastle.sk. The Client as a consumer has the right to products and services of common quality, to submit claims, to obtain compensation for damages, to get education, information, protection of their health, safety and economic interests and to submit incentive and grievances to the authorities for inspection, supervisory and control and the municipality in violation of statutory rights consumer.
- 1.2 The Accommodation Provider, as a service provider, is obliged to provide services of standard quality. The Accommodation Provider declares, that they provide standard Accommodation Services, at least to the extent and quality specified in the Decree of the Ministry of 419/2001 Coll., which regulates the categorisation of accommodation facilities and classification marks for their classification into classes, for the category Apartment House. The category and class of the accommodation facility is situated on a visible place at the entrance door to the Apartment House as well as on the website www.citycastle.sk.
- 1.3 The Accommodation Provider is obliged to properly inform the Client about the conditions and way of the complaint, including information on where the complaint can be applied and about the administration of warranty repairs. This Complaints Policy is in accord with § 18 par. 1 of the Consumer Protection Act placed on a visible place accessible to the Client in each room of the Apartment House.
- 1.4 By personally using the service provided, the Client agrees to the Complaints Policy and confirms that they have been provided with it and have been informed of its contents prior to the commencement of the provision of services.
- 1.5 For the purposes of the Complaints Policy, a complaint is a claim for liability for defects in Services provided by the accommodation provider and the settlement of a complaint shall be understood as the termination of the complaint (i) by refunding the price for the Services, (ii) by paying a reasonable discount on the price of the Services, (iii) by removing the defects in the Services provided by replacement, supplementation or substitution, (iv) a written invitation to accept performance, or (v) a reasoned rejection of the Claim..
- 1.5 The rights and obligations of the consumer and the Provider are governed by the relevant legal regulations applicable in the Slovak Republic.

2 Defect liability law

- 2.1 In the case that services of lower quality or scope are provided to the Client as it was previously agreed among the Contracting Parties or as common, the Client has the right to complain about any deficiencies in the services provided, including the right to remove the defects in provided services, the right to exchange or supplement the services, or a reasonable discount on the agreed price of the services paid for.

3 Exercising rights from defect liability (complaints)

- 3.1 If the Client finds out the reasons and circumstances which may be the subject of the complaint, he is obliged to apply a potential complaint immediately without undue delay to the quartermaster, to the email address citycastle@citycastle.sk, or phone +421 908 080 809..
- 3.2 all documents related to the Service provided when making a claim, proving defects or deficiencies of the Service provided.

6. 3.3 The right to complain on deficiencies in accommodation expires if it has not been exercised by the departure of the Client, due to the specific nature of the Accommodation Services provided, the Client acknowledges that after their departure, it is not well possible to ascertain at what point and to what extent the defect occurred, which is the subject of the complaint made after the Client's departure.

4 Procedure for complaints administration

7. 4.1 The Client is entitled to request free, proper and timely remedy of deficiencies in accommodation services, any namely, depending on whether there are defects:

4.1.1 **removable:** the client has the right to free, proper and timely removal of removable deficiencies (replacement of defective equipment in the Apartment or completion of minor equipment of the Apartment); in the case of a remediable defect, the client has the right to have it remedied free of charge, in a timely and properly remedied. The Accommodation Provider is obliged to remove the defect that can be remedied without undue delay, and the Client may request a replacement of the service instead of the removal of the defect, or, if the defect relates to only a part of the service, replacement of the part, unless the Accommodation Provider incurs disproportionate costs in doing so having regard to the price of the service or the seriousness of the defect,

4.1.2 **irreparable:** if a unilateral decision of the Accommodation Provider results in a significant change in accommodation from the confirmed Accommodation under the Contract and the client does not agree to a replacement accommodation, the client also has the right to cancel the Contract before the overnight stay and to a refund. In the event of a defect which cannot be remedied and which prevents the Service from being used properly as a service without defect (heating system failure, low water pressure, lack of hot water, a fault in the electricity supply, etc.), the Client has the right to have the service replaced or has the right to withdraw from the contract. If there are other irremediable defects and the Client agrees, the Client has the right to a reasonable discount on the price of the Service (accommodation discount).

8. 4.2 The complaint is handled by an Authorized Employee of the apartment house, if the nature of the service complained about requires, it is necessary that the client, when making a complaint, also submits the item of which the defect is complained of. The Authorized Employee shall enter the Client's complaint in the complaint report, stating the objective circumstances of the complaint. 4.3 The Authorized Employee shall, after careful examination, decide on the manner of handling the complaint immediately, in complex cases no later than 3 (three) working days from the date of the complaint, in justified cases, in particular if a complex assessment of the service condition is required, at the latest within 30 (thirty) days from the date of the complaint. Once the method of handling the complaint has been determined, the complaint shall be settled immediately; in justified cases, the complaint may be settled later; the settlement of the complaint shall however, shall not take longer than 30 (thirty) days from the date of the claim. After the expiry of the period for the Client has the right to withdraw from the Accommodation Contract.

5 Client's collaboration with complaints

- 5.1 The Client is obliged to participate personally in the complaint procedure; he is obliged to provide objective information related to the provided service. If it is required by the nature of the matter, the Client must allow the staff of the Accommodation Provider to access the space rented to him for temporary accommodation in order to check the validity of the complaint.

6 Final provision

- 6.1 The Provider reserves the right to unilaterally change or modify the complaint procedure without prior notice to the Client.

This Complaints Policy is effective from the date of its issue and publication on the website www.citycastle.sk. and **has been updated as of 07/05/2022**. In the case, between the conclusion of the Accommodation Contract and the fulfilment of the Accommodation Contract the rules of the Complaints Policy are changed, the rules in force at the time of the Conclusion of the Accommodation Contract shall apply to the Client.

For the Accommodation provider 2R Invest, s.r.o.:

Ing. Rudolf Rusnák, Managing Director