



General business conditions and accommodation regulations

1. Introductory provision

1.1 Accommodation in Cottage BlueBerry is governed by generally binding legal regulations valid in the territory of the Slovak Republic and these General Terms and Conditions (here in a Fer referred to as "GTC"), which are also the accommodation regulations. The guest accepts the GTC as a contractual condition of accommodation in Cottage BlueBerry, by booking services the customer declares that he has read these GTC, understood them and is obliged to comply with their provisions. The Operator is entitled to unilaterally change these GTC, and this change is effective from the date of their publication on the website of Cottage BlueBerry. The effective version of the GTC is available on the website www.chatablueberry.sk.

2. General business conditons

- 2.1 The contract on accommodation of persons in Cottage BlueBerry is created by a written confirmation, an oral or written request of the guest to book accommodation in Cottage BlueBerry. The Contracting Parties to this Accommodation Agreement are the Operator and the Guest. The contract becomes effective only after paying the price for services. The contract is concluded for a definite period. In the case of ordering accommodation by a third part, this person is liable to the Operator together with the Guest as a joint debtor for all obligations arising from the contract.
- 2.2 The GTC are these General Terms and Conditions, which are an integral part of the Accommodation Agreement, unless the parties have agreed otherwise in writing.

3. Bookings and payment terms

- 3.1 The Guest has the opportunity to contact the Operator by e-mail to the e-mail address chatablueberry@gmail.com, or via the form published on the Operator's website in order to obtain a price offer.
- 3.2 The validity of the price offer is 72 hours from the moment of its sending. If the Guest expresses interest in booking accommodation for the provided price, the Operator will send the Guest a confirmation (advance invoice) of the preliminary reservation, which will include the date of arrival and departure, the price of the stay with information about the due date, variable symbol and information on what is included in the price.
- 3.3 The due date is usually 3 days from the date of delivery of the confirmation of the preliminary information to the Guest. However, the operator reserves the right in some cases to specify a maturity date other than 3 days. The Guest is obliged to pay the price for the booked service in full (100%) when booking. If the price is not paid properly and on time, the pre-booking is canceled and the Guest's right to pre-booking expires, while the guest is not entitled to any financial or non-financial compensation or liquidated damages.
- 3.4 After crediting the funds to the Operator's account, the Guest is sent a confirmation of payment and reservation. The reservation becomes binding only when the funds are credited to the Operator's bank account. When making a reservation, the guest is obliged to list the exact number of people who will participate in the stay. If the guest does not make a reservation for himself, he is obliged to state the name and surname of the adult, e-mail address and telephone number for the benefit of whom the reservation is made. The guest will provide the operator with data in accordance with Act No. 253/1998 Z. z. on reporting the stay of citizens of the Slovak Republic in the register of inhabitants of the Slovak Republic as amended and in accordance with Act no.



- 18/2018 Z. z. on the protection of personal data, as amended. A guest who is not a citizen of the Slovak Republic is obliged in accordance with Act no. 404/2011 Z. z. on the stay of foreigners, fill in and submit to the Operator an official form on the registration of residence for the Foreigner Police.
- 3.5 The Guest is obliged to pay the price for the reserved services in full when making the reservation.
 - 3.6 Bank fees related to the payment of the price for the services reserved by the Guest shall be borne in full by the Guest. The price **does not** include the accommodation tax, which is paid together with the price for the accommodation according to the local tax rates valid in accordance with the relevant legal regulations at the time of the Guest's stay. The price **includes**: price of accommodation, bed linen, towels, bath towels, soap, parking under the camera system, WiFi internet, Netflix, wood to accumulated fireplace, spices in the kitchen, cot and high chair on request.
 - 3.7 Upon arrival, the Guest will provide the Operator's employee with a refundable deposit of 200,-€ per stay. Upon leaving the stay, the Operator will check the object Cottage BlueBerry with the interior, in case of finding deficiencies, the guest will be refunded the reduced amount of damaged items from the refundable deposit.
 - 3.8 At the end of the stay, the Operator will issue a tax document to the Guest in the form of an invoice. When booking, the guest will state the correct invoicing data for which the Operator will issue an invoice, in the case of a legal entity it is a business name, registered office, ID number, VAT number, entry in the commercial register, bank details and in the case of a natural person - entrepreneur it is a business name. place of business, ID number, VAT number, entry in a trade license or other register, bank connection.
 - 3.9 If the Guest shortens the agreed stay, the Operator is entitled to charge him the full amount of the agreed price for the entire length of the agreed stay.
 - 3.10 In case of non-use of the reserved services for any reason on the part of the Guest or the person to be a participant in the stay or without giving reasons (non-arrival, later start date) the Guest is not entitled to any financial or non-financial compensation, compensation or liquidated damage.

4. Accommodation rules

- 4.1 A guest who is duly registered for accommodation can be accommodated in Cottage BlueBerry. The guest registers immediately upon arrival with the Operator when obtaining the keys. To register, the Guest is obliged to present his / her identity card: identity card, passport or other valid identity document in accordance with Act No. 253/1998 Z. z. on reporting the stay of citizens of the Slovak Republic in the register of inhabitants of the Slovak Republic as amended and in accordance with Act no. 18/2018 Z. z. on the protection of personal data, as amended.
- 4.2 A guest who is not a citizen of the Slovak Republic is obliged in accordance with Act no. 404/2011 Z. z. on the stay of foreigners, fill in and submit to the landlord an official form on the report of residence for the foreigner police, which will be provided by an employee of the Operator.
- 4.3 Reservation The guest creates in his own name or for the benefit of a third party, registration and accommodation is possible only in the presence of the person in whose name the reservation is registered.
- 4.4 Check - in is possible from 4 PM to 7 PM. If it has been agreed in advance and at the same time the situation allows, it is possible to agree on an earlier start time in advance. The end of the stay (check - out) is on the day of departure in accordance with the reservation until 10 AM, unless the time of termination of the stay has been agreed otherwise.
- 4.5 The accommodation is considered vacant and handed over after the Guest has taken out all his / her belongings, hands over the keys to the Operator's employee and notifies him / her of the



check-out from the accommodation. The operator reserves the right to check the condition of Cottage BlueBerry upon handover.

- 4.6 In the event that the Guest does not stay no later than 7 PM. on the agreed day of the Guest's arrival, the Operator has the right to rent Cottage BlueBerry to a third party. This does not apply if the Guest and the Operator have agreed on a later arrival, for which the Operator may charge a surcharge.
- 4.7 The guest is obliged to check the functionality of the entire facility and any deficiencies, irregularities or reservations immediately after finding them by phone to the Operator at the phone number +421 910 500 439. He is also obliged to proceed in the event that he finds any damage to the building or its inventory. In the event that the Operator finds damage to the building or interior after the end of the Guest's stay without the Guest notifying these facts, the Guest is obliged to compensate the Operator for the damage to the Cottage BlueBerry, its inventory in full.

5. General information and responsibility of the Guest and the Operator

- 5.1 The Operator is not liable for damage to items brought in and set aside by the client in Cottage BlueBerry. The Operator is not responsible for jewelry, money and other valuables.
- 5.2 The guest can use the alarm during his absence in the Cottage BlueBerry .
- 5.3 The operator is not liable for any accidents during the stay.
- 5.4 The accumulated fire place be heated to maximum temperature of 35°C according to the rear thermometer (installed on the coldest place of the furnace). In case of damaged of excessive overeating with elevated temperature above 35°C (measured and stored remotely using apk) tile stove, it may be damaged, in which case the quest bears the overall repair tiled stove.
- 5.5 Only an adult may use the accumulated fire place. **The fire must not be left in the tiled stove unattended!**
- 5.6 It is the Guest's duty to behave in such a way that his actions do not endanger his health or the health of other guests.
- 5.7 **The guest is liable for damages caused by him in full and is obliged to pay the full amount of the damaged item without delay. The guest is responsible for damages caused by all persons who are accommodated with him.**
- 5.8 The guest may not move the interior equipment in Cottage BlueBerry, make any modifications or interventions in the equipment.
- 5.9 The guest is not allowed to leave children under the age of 15 without adult supervision in Cottage BlueBerry. The parent / responsible person is responsible for safety and damage caused by children in Cottage BlueBerry.
- 5.10 Guests are required from 10 PM to 6 AM keep the silent hours quiet. **In the event that the Guests, even after the notification, violate the observance of the silent hours, the operator is entitled to expel the guests from Cottage BlueBerry. In case the Guests were expelled from Cottage BlueBerry, due to excessive noise or due to damage to the equipment, or. of the object Cottage BlueBerry, the Landlord is entitled to a contractual penalty in the amount of 200, - €. If guests have been expelled from Cottage BlueBerry, they are not entitled to alternative accommodation or financial compensation for the services ordered.**
- 5.11 Staying don't accommodated persons in the Cottage BlueBerry is prohibited.
- 5.12 Accommodation of animals is not allowed.
- 5.13 It is **strictly forbidden** to smoke and use any narcotic or psychotropic substances in all indoor areas of Cottage BlueBerry.
- 5.14 The operator is not responsible for the loss or any damage to the guest's motor vehicle and



things in this motor vehicle.

- 5.15 Client complaints and any suggestions for improving the Operator's activities, please send to email: chatablueberry@gmail.com
- 5.16 Guests are not allowed to bring sports equipment and items inside the cottage. Space for storing sports equipment, stroller, etc. is possible in the cellar.
- 5.17 The guest hands over a cottage with washed and set aside kitchen utensils, grill and goulash kettle. Failure to comply with a fine of € 50.
- 5.18 Convector on the floor must not be covered, there is a risk of fire!

6. Complaints

- 6.1 The guest is obliged to file a complaint immediately, without undue delay after finding out the reasons for filing a complaint, but no later than the following calendar day, or the right to make a complaint expires.
- 6.2 After the complaint has been lodged, the operator will examine the validity of the complaint and decide on the method of its settlement immediately, in complex cases within 3 working days. The period for execution shall not exceed 30 days from the date of its application. The guest is obliged to provide the necessary cooperation for the proper handling of the complaint.

7. Change, reservation, cancelation and annulment

- 7.1 Any changes in the reservation date are possible on the basis of an agreement with the Operator. The operator reserves the right to individually assess the guest's request to change the date. The Guest has no legal right to make changes to the reservation after confirmation of payment and reservation.
- 7.2 At the moment of concluding a distance contract for the provision of services, the Guest is not entitled to resign from the contract for the provision of services in accordance with § 7 para. 6 letter k) of Act no. 102/2014 Z. z. on consumer protection in the sale or provision of services on the basis of a contract concluded at a distance or a contract concluded outside the premises of the seller and on the amendment of certain laws as amended.
- 7.3 The guest has the right to resign from the contract at any time before the start of accommodation by written notice to the Operator.
- 7.4 In the event that the Guest cannot start the stay due to illness at COVID-19 (demonstrably), the Guest will be allowed a replacement date for accommodation. It is solved individually.
- 7.5 Amount of cancellation fees in case of cancellation:
 - If canceled or modified up to 29 days before date of arrival, no fee will be charged.
 - Cancellation or change of reservation within 28-14 days before the date of arrival for the booked stay, the cancellation fee is 50% of the total price.
 - Cancellation or change of reservation within 13-0 days before the date of arrival for the booked stay, the cancellation fee is 100% of the total price.

NEW YEAR'S EVE

- If canceled or modified up to 29 days before date of arrival, no fee will be charged.
- Cancellation or change of reservation within 28-0 days before the date of arrival for the booked stay, the cancellation fee is 100% of the total price.



- 7.6 In the event that the Guest arranges replacement for himself, he/she is exempt from the cancellation fee.
- 7.7 The Operator is entitled to resign from the contract and is not obliged to provide the customer or the participant with the reserved services in the event of circumstances precluding liability. Circumstances precluding liability are obstacles which have arisen independently of the Operator's will, which prevent him from fulfilling his obligations and it cannot be reasonably assumed that the Operator would avert or overcome this obstacle or its consequences, or that he could anticipate this obstacle at the time of the contractual relationship, i. obstacles called force majeure (natural disasters, strikes, wars, catastrophes, supply disruptions, etc.) which do not fall under the control of the Operator and which prevent or interfere with the performance of the operator's obligations. In the event of a circumstance called force majeure, the Operator is obliged to immediately inform the customer of this fact, also stating the expected duration.
- 7.8 The Operator agrees with the Guest individually on the method of resolving the situation. However, the guest is not entitled to compensation for any damage caused by circumstances precluding liability.
- 7.9 The Operator is also entitled to withdraw from the contract if the Guest has provided misleading or false information regarding the essential facts for the conclusion of the contract when booking the accommodation. In this case, the guest is not entitled to severance pay, compensation or liquidated damages.

8. Protection of personal data

- 8.1 Information concerning the protection of personal data is set out in the Privacy Policy and the processing of personal data and is published on the website www.chatablueberry.sk.

9. Final provisions

- 9.1 If any provision of these GTC is or becomes invalid or unenforceable, it will not affect the legality, validity or enforceability of the remaining provisions of these GTC, unless the importance or other circumstances relating to the invalid provisions of these GTC mean that the provision cannot be separated from remaining provisions of these GTC.
- 9.2 These GTC, as well as all legal relations arising on the basis of them and when making a reservation under these GTC, are governed by the law of the Slovak Republic. All legal relations not regulated by these GTC are governed by generally binding legal regulations valid in the territory of the Slovak Republic.
- 9.3 These GTC come into effect on 01.12.2020.
- 9.4 By delivering the reservation, confirming it and then paying for the services, the guest confirms that he is aware of the general terms and conditions and that he agrees with their content.

In Liptovský Mikuláš, on 01.12.2020