

GENERAL AND BUSINESS TERMS AND CONDITIONS OF THE COMPANY SOREA, spol. s r.o.

Article I.

Parties to the contractual relationship

- The parties to the contractual relationship in the provision of services are:
 - on one side, SOREA, spol. s r.o. Bratislava, entering into a contractual relationship through its SOREA establishment (hereinafter referred to as "SOREA") or through its business partner with which it has a contract concluded, or through a non-contractual business partner on the basis of a valid confirmed order
 - on the other side, the clients who can be:
 - residents,
 - foreigners to the extent and under the conditions laid down by special legislation, but in particular by the Foreign Exchange Act.
- The participation in the stay shall be agreed with SOREA either by the client himself / herself or by his / her legal representatives, or any persons authorized by them. The participation in the stay can also be agreed for the client by a legal person who directly enters into rights and obligations as a client.

Article II.

Services and method of their provision

- SOREA shall provide accommodation, catering and supplementary services (hereinafter referred to as "services") which it provides to the client for a fee.
- Texts in catalogues, product leaflets, hotel brochures and at www.sorea.sk for individual hotels are for informational purposes only.
- Interpretation of terms:
 - BR – booking record (hereinafter referred to as "BR")
 - OR – order (hereinafter referred to as "OR")
 - PI – pro-forma invoice (hereinafter referred to as "PI")
 - IN – invoice, tax document (hereinafter referred to as "IN")
 - VO – voucher (stay application form, confirmation of stay, hereinafter referred to as "VO")

Article III.

Establishment of contractual relationships in the provision of services

- The contractual relationship between SOREA and the client arises upon:
 - paying a deposit or the full price of services,
 - signing the contract,
 - the affirmative confirmation of the document "Booking Record", "Order", "Pro-forma invoice" or "Invoice - Tax Document" (in writing, by fax, via email),
 - commencement of the provision and withdrawal of services,
 - the client's arrival for stay or providing a service.
- By issuing, handing over, sending the Stay application form - voucher or the Confirmation of stay, or by signing the contract, SOREA shall undertake to provide the services to the agreed extent.
- Within the meaning of Article III Point 1, SOREA shall be entitled to claim 100% of the price of ordered services.
- By establishing a contractual relationship within the meaning of Article III Point 1, SOREA shall be entitled to redress the cancellation fee referred to in Article X Point 1.

Article IV.

Conditions of participation in stays

- The condition of participation in stays at the SOREA hotels is
 - payment of the contractual price of stay or services by the deadline set out in the BR, OR, PI or IN,
 - submission of the Application for stay - voucher or the Confirmation of stay at the SOREA hotel reception,
 - payment of local fees (accommodation tax), unless they are included in the price of stay, for the benefit of municipal authorities laid down in the general and binding regulation of the respective town / municipality at the hotel reception
- The client who fails, due to non-compliance with the conditions set out in Point 1, to commence his / her stay or cannot otherwise participate in the stay (or will participate and SOREA incurs some additional costs), shall bear costs incurred by SOREA and shall be obliged to compensate SOREA for any damage incurred / arisen.
- A person under the age of 15 may only participate in the stay if accompanied and supervised by an adult person.

Article V.

Rights and obligations of the client

- The client's basic rights include:
 - the right to be provided with services included in the price of stay purchased by the client from SOREA or its business partner,
 - the right to claim the provided services, including the right to remove them, supplementation of services, or, where appropriate, alternative provision of a new service or adequate discount on the price of paid services, within the meaning of the Complaints Regulations of the company SOREA,
 - the right to request from SOREA the necessary information on the circumstances and particulars of services included in the price of stay or other supplementary services,
 - the right to be informed without delay of any changes in the place of stay, the extent of services or the price of stay,
 - the possibility to arrange the insurance of participation in stays through SOREA. In proceedings concerning the compensation of an insured event, the insurance company is in direct relation to the client and SOREA shall not be authorized to assess the existence or the amount of claims made in this relationship,
 - the client's right to receive a gift beyond the purchased product package or the loyalty programme. The time to receive a gift provided is limited to the length of the client's stay at the SOREA hotel.
- The client's basic obligations include:
 - to provide SOREA with the cooperation necessary to safeguard and provide services, in particular to provide true and complete information related to by safeguarding a stay in accordance with the applicable Complaints Regulations of the company SOREA and the Accommodation Regulations of the company SOREA,
 - to notify SOREA without delay of its opinion on any changes of which it has been informed subsequently through SOREA,
 - to submit or send to SOREA all documents pursuant to Article IX (3) in the event of cancellation of the contractual relationship by the client,
 - to comply with the Accommodation Regulations of the company SOREA, available in each SOREA operations or from its business partner. If the client violates with his / her actions the Accommodation Regulations of the company SOREA, he / she may be excluded from the participation in the stay, while losing any right to compensation for any unused services of the stay in question,
 - to reimburse all costs incurred as a result of excluding the client from participating in the stay. Hereby SOREA's right to compensation for damage, if any, shall not be affected.
- The obligations of legal persons entering into a contractual relationship with SOREA shall include:
 - to acquaint the participants of stay with the General Business Terms and Conditions of the company SOREA, the Complaints Regulations of the company SOREA and the Accommodation Regulations of the company SOREA,
 - to ensure that all participants of the stay provide SOREA with personal assistance in acts whose execution can be only be carried out by a single participant.

- Each client is responsible for his / her health condition. Before arrival or before providing a service, the client shall be obliged to evaluate his / her health condition with respect to the place of stay, type and extent of services or the length of stay.

Article VI.

Prices of stays

- The prices included in the price list, catalogue, product sheets or SOREA website are valid unless any changes are made in the prices of services, e.g. due to devaluation, changes in tax rate and other unforeseen effects. SOREA shall be obliged to inform the client immediately of any change resulting in an increase in the price of stay or services.

Article VII.

Changes in agreed services and their legal consequences

- SOREA shall be authorized to change the agreed services in the event of circumstances preventing it from providing services under pre-established or agreed conditions. SOREA shall be obliged to notify such changes to the client without delay no later than 3 days before arrival.
- The client has the right to withdraw from the contract and receive the paid advance or full price of services back without any cancellation fees:
 - upon cancellation of stay by SOREA,
 - in the event of a serious change in accommodation, date or price of stay. A serious change, however, shall not be considered a change in accommodation in the same place of stay (town or municipality), if the hotel category and the extent of provided services are preserved, or if substitute services are provided at a higher class hotel.

Article VIII.

Insurance of participants of stay

- The participants of SOREA stays do not have insurance included in the price of stay, but they can, if they are interested, arrange insurance directly with SOREA, where the employees mediate insurance using the prescribed form. The client has the option to purchase type B insurance which covers luggage and personal belongings insurance, liability insurance, accident insurance, early return and unused services insurance; or type A insurance which is also extended by cancellation insurance. Type A insurance can be purchased no later than 7 days before the client's arrival. The insurance contract shall arise exclusively between the client and insurance company.
- If the client does not make use of the possibility to insure himself / herself, he / she cannot make any claims on SOREA for compensation for damage that would otherwise be covered by insurance unless its compensation is regulated by valid legislation.

Article IX.

Early termination of the contractual relationship

- If the client sends the written notice of termination of contractual relationship or the withdrawal from the contract, the contractual relationship is terminated prematurely and the participation in stay cancelled as at the date on which SOREA receives the written notice from the client the content of which is a clear requirement to cancel his / her participation in the purchased stay.
- The contractual relationship may be terminated prematurely by the client also by withdrawal from the contract in the cases referred to in Article VII (2); or in the following cases without any cancellation fees:
 - the death of a family member,
 - in the event of material damage to the client, when SOREA reserves the right to assess the justification of such withdrawal
 - an justified claim of services which have been recognized by SOREA
- The written notice of termination is a precondition for the termination of the contractual relationship by the client or of withdrawal from the contract with the attachment of the original Voucher or the Confirmation of stay and, in the cases referred to in par. 2 (a), (b) of this Article, also with the attachment of a copy of a written record or document issued by a state administration or local self-government authority.
- Any costs associated with the termination of the contractual relationship shall be borne by the client.
- In the case of the failure to arrive for the stay, the exclusion from participation, the voluntary non-use of services or the own action by the participant, the client shall not be entitled to any compensation and SOREA shall be entitled to the application of the contractual penalty (cancellation fee) pursuant to Article X (1).

Article X.

Contractual penalties (cancellation fees)

- The cancellation conditions upon termination of the contractual relationship pursuant to Article IX (1) and (5):

Basic cancellation fee within 21 days before the date of commencement of stay or the provision of service		Increased cancellation fee	
person	EUR 6.60	30% of the price of stay and / or service	20 to 14 days before arrival
group of 21 persons and more	EUR 66.00	50% of the price of stay and / or service	13 to 7 days before arrival
		80% of the price of stay and / or service	6 to 1 days before arrival
		100% of the price of stay and / or service	on the day of arrival

- If the price paid for services is higher than the amount of the cancellation fee, the difference arisen shall be returned by SOREA to the client within 60 days of the date of effective termination of the contractual relationship pursuant to Article IX (1) and (3) by cashless payments.

Article XI.

Force majeure (VIS MAJOR)

In the event of incidents independent of the Parties (natural disaster, fire, flood, war or threat of war, civil unrest with a security risk, pandemic, epidemic, infection and restrictions by Slovak government) that neither of the Parties could have foreseen and prevent and as a result of which the obligations arising from the contractual relationship cannot be fulfilled fully or partially, SOREA spol. s r.o. shall be released from responsibility for the non-fulfilment and shall follow the applicable cancellation fee of the company specified in Article X, Contractual penalties (Cancellation fees).

Article XII.

Complaint proceedings

- Where the extent or quality of services of stay is below the level agreed and provided by the offer, the client shall be entitled to claim. In the case of stay, the subject of claims shall not be damages and property damage that are explicitly excluded within the extent of insurance coverage.
- The further procedure of the complaint proceedings is governed by the Complaints Regulations of the company SOREA.

Article XIII.

Final provisions

- These Conditions shall enter into force on 15 July 2020
- The special business terms and conditions are governed by a written contract with the company SOREA.

Ing. Peter Pokorný
Executive Director of SOREA spol. s r.o.

