

COMPLAINT POLICY FOR ACCOMMODATION FACILITIES OF THE COMPANY SOREA, spol. s r.o.
Valid and effective from 1 July 2024

In order to ensure the correct procedure, conditions and method of complaints when handling complaints lodged by clients at the accommodation facilities of the company SOREA, spol. s r.o., (hereinafter also referred to as the "provider" or "accommodation facility") within the meaning of Act No. 108/2024 Coll. on Consumer Protection, as amended, and Act No. 40/1964 Coll. the Civil Code, as amended, the following Complaint Policy has been issued:

Article I
Right to complaint

1. The client has the right to complain about any possible shortcomings of the services provided and defects of the goods purchased, including the right to their elimination, replacement, supplementation, or replacement provision of a new service or a reasonable discount on the agreed price of the services or goods paid, as well as the right to withdraw from the contract.
2. In accordance with Section 15 of Act No. 108/2024 on Consumer Protection, the provider duly informs the client with this Complaint Policy about the conditions and method of exercising the rights under the liability for defects (hereinafter also referred to as "complaint"), including information on where clients can lodge their complaints.

Article II
Subject of complaint

1. The client has the right to the provision of accommodation, catering and related services in the agreed or usual scope, quality, quantity and date, and/or goods in the usual quality. A complaint means claiming the liability for defects in the service provided or defects in additional goods sold by the provider to the clients at the accommodation facility.
2. Complaints regarding shortcomings in accommodation can be lodged primarily with the receptionist staff without undue delay, until the end of the accommodation at the latest, otherwise the right to complaint expires in accordance with Article III.
3. The client is obliged to lodge a complaint about wellness services immediately, i.e. without undue delay, until the end of the use of wellness services at the latest, otherwise the right expires. Wellness-related defects shall be claimed from the wellness centre or reception desk staff of the accommodation facility in accordance with Article III.
5. Defects related to catering services shall be claimed from the restaurant staff in accordance with Article III. Complaints regarding shortcomings in the goods shall be lodged by the client primarily at the accommodation facility where the client purchased the goods immediately or without undue delay, on the basis of the receipt the eCashier (eKasa) no later than at the end of the warranty period of the goods in question in accordance with Article III. Without presenting proof of purchase, the accommodation facility may not accept the complaint.
6. When lodging a complaint, the client shall provide all relevant evidence of the provision of the service or the acquisition of the goods regarding which the client complains about a defect or shortcoming. If the nature of the claimed performance requires it, the client must also present, when lodging his/her complaint, the item whose shortcoming he/she complains about under the complaint procedure.
7. The client is obliged to lodge a complaint regarding defects in the goods occurring during the warranty period (hidden defects) in person with the responsible employee of the provider in accordance with this Complaint Policy, or in writing to the address of the provider's registered office or electronically by e-mail sent to the e-mail address of the specific accommodation facility of the company SOREA, spol. s r.o. In the case of a complaint about goods lodged in writing or electronically, the client is obliged to send the claimed goods to the address specified by the provider when the complaint is lodged by the client.

Article III
Complaint handling procedure

1. Catering services

- a) Food defects are considered irremediable unless otherwise specified below. In the event of a defect in food, meals or beverages, the client has the right to demand their replacement or a refund of the amount paid or the provision of a discount, or to have the defect eliminated in a timely and proper manner.
- b) In the event that the correct weight, measure or temperature of food or beverages is not observed, the client has the right to demand free, proper and immediate elimination of the defect or its replacement. Shortcomings

related to the quality of food and beverages intended for immediate consumption must be complained about by the client directly with the restaurant staff as soon as the shortcoming is detected (i.e. that no more than 1/4 of the food or beverage portion should be consumed). If the shortcomings of ready-to-eat food and beverages relate to quantity and weight, they must be complained about before consumption begins.

- c) In the event that the defects in the catering services cannot be eliminated, the client has the right to a complete replacement of the food or beverage, or to a refund of the price paid by the client.

2. Accommodation services, goods and wellness

The client is entitled to demand free, proper and timely elimination of shortcomings, namely:

- a) Replacement of defective or addition of minor room equipment.
 - b) If it is not possible to eliminate defects of a technical nature in the room assigned to the client (failure of the heating system, low water pressure, lack of hot water, power failure, etc.) and if the accommodation facility cannot offer the client other, alternative accommodation and if the room is provided to the client despite these defects, the client has the right to a discount on the basic price of accommodation upon mutual agreement or to withdraw from the contract prior to the overnight stay and to a refund of the price paid for the accommodation.
 - c) In the area of wellness and spa services, the client has the right to free, proper and timely elimination of shortcomings, which the client shall report immediately upon their discovery. If it is not possible to eliminate a defect or defects related to wellness and spa services, the client has the right to a reasonable discount on the price of the service or to withdraw from the contract before the start of the provision of the service and to a refund of the price paid for the service. If the client lodges a complaint regarding a defect in the service only after it has been fully provided and used, the complaint may not be accepted as legitimate.
 - d) If it concerns a defect in goods that can be eliminated, the client has the right to have such a defect eliminated free of charge, in a timely and proper manner. Instead of eliminating a defect, the client may demand replacement of the goods or, if the defect relates only to a part of the goods, the replacement of that part, provided that any disproportionate costs are thereby incurred by the provider in relation to the price of the goods or the severity of the defect. The provider can always replace the defective goods with faultless ones instead of eliminating the defect, provided that the provider does not incur any disproportionate costs in doing so.
 - e) If any defect in the goods cannot be eliminated and it prevents the goods from being properly used as a non-defective item, the client has the right to have the goods replaced or to withdraw from the contract with the provider. The aforementioned also applies in the case of remediable defects, in which case, however, the client cannot properly use the goods due to the recurrence of the defect after the repair or due to a larger number of defects. If there are other irremediable defects, the client has the right to a reasonable discount on the price of the goods.
3. Complaints are handled by the director of the accommodation facility or an authorized employee of SOREA, spol. s r.o. who is obliged to examine the complaint and decide on the manner of its handling. If it is not possible to handle the complaint by agreement, the director of the accommodation facility or an employee authorized by him/her is obliged to draw up a record of the complaint with the client. In the record, the client shall indicate the exact designation of the service provided or the goods purchased, the time when the service was provided or the goods purchased, and the description of their shortcoming or other details of the claimed defect.
 4. If the client submits to an employee of SOREA, spol. s r.o. a written proof of the provision of services or the purchase of goods or the goods whose defect is being complained about, this fact must be explicitly stated in the complaint record.
 5. The director of the accommodation facility or an employee of SOREA, spol. s r.o. authorized by him/her shall decide on the validity of the complaint about shortcomings listed in this Complaint Policy immediately, in complex cases within three working days at the latest. If it is not possible to handle the complaint within the time-limit according to the preceding sentence, the provider shall inform the client of the time-limit for handling the complaint. The time-limit for handling the complaint shall not exceed 30 days from the date of its lodging.
 6. If it is necessary to professionally assess the claimed shortcoming, the time-limit for handling the complaint shall be 30 days.
 7. The client shall receive a copy of the record of the complaint and the method of its handling.
 8. The responsible employee or the director of the accommodation facility shall record the complaint lodged in the complaint report, indicating the circumstances of the complaint and the defects alleged by the client. The provider shall issue a confirmation of the complaint lodging to the client. For the purpose of handling the complaint, the client is obliged to provide the contact details through which he/she will be informed about the method of handling the complaint in the event that it is not possible to handle the complaint immediately after it has been lodged directly at the accommodation facility. Upon completion of the complaint (no later than 30 days from the date of the complaint lodging), the person handling the complaint is obliged to issue a document on the handling of the complaint (record of the complaint) and give one copy to the client.

9. The client has the right to reimbursement of necessary costs incurred to the client in connection with the complaint lodging. The provider reserves the right to individually assess each case of the complaint.
10. The accommodation facility is obliged to keep records of complaints and submit them upon request to the supervisory authority for inspection. The record of the complaint shall contain information on the date of its lodging, the date and method of handling the complaint, and the serial number of the complaint lodging document.

Article IV
Client's cooperation in handling the complaint

1. The client is obliged to provide an employee of SOREA, spol. s r.o. with the assistance necessary to handle the complaint, in particular by providing true and complete information regarding the service provided or goods purchased.
2. If the nature of the complaint requires it, the client shall allow an employee of SOREA, spol. s r.o. access to the area provided to him/her in order to ascertain the legitimacy of the complaint.

Article V
Final provision

1. This Complaint Policy takes effect on 1 July 2024.
2. Alternative dispute resolution: If the client - consumer - natural person who, when concluding and performing a consumer contract, does not act within the scope of his/her business activity, employment or profession, is not satisfied with the manner in which the operator as a seller has handled his/her complaint or believes that the operator has violated his/her rights, the client has the right to contact the operator as a seller with a request for redress. If the operator responds to the client's request pursuant to the preceding sentence in a negative manner or fails to respond to such a request within 30 days from the date of its dispatch by the client, the client has the right to submit a motion to initiate alternative dispute resolution to the entity of alternative dispute resolution pursuant to Section 12 of Act No. 391/2015 Coll. on Alternative Dispute Resolution of Consumer Disputes and on Amendments and Additions to Certain Acts. The competent entity for alternative dispute resolution of consumer disputes with the operator as a seller is a) the Slovak Trade Inspection (SOI), which can be contacted for the above purpose at the address of the Central Inspectorate of the SOI, Department of International Relations and ARS, Prievozská 32, PO Box 29, 827 99 Bratislava or electronically at ars@soi.sk or adr@soi.sk or b) another competent authorized legal entity registered in the list of alternative dispute resolution entities maintained by the Ministry of Economy of the Slovak Republic (the list of authorized entities is available at <http://www.mhsr.sk/zoznamsubjektov-alternativneho-riesenia-spotrebitelskych-sporov/146987s>), while the client has the right to choose which of the mentioned alternative dispute resolution entities to contact. The client can use the online alternative dispute resolution platform available at http://ec.europa.eu/consumers/odr/index_en.htm to submit a proposal for an alternative resolution of their consumer dispute. More information on alternative resolution of consumer disputes can be found on the website of the Slovak Trade Inspection: <http://www.soi.sk/sk/Alternativne-rieseniespotrebitelskych-sporov.soi>.
3. The Complaint Policy is published on the website www.sorea.sk. By accepting the service and/or taking delivery of the goods, the client confirms that he/she has been familiarized with this Complaint Policy.
4. Information regarding the protection of personal data is published on the website www.sorea.sk.

SOREA, spol. s r.o.

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