



## General terms and conditions Hotel Majolika\*\*\*\* Operator MOFINA spol. s r.o.

Thank you for choosing Hotel Modra Majolika. We kindly ask you to read our General terms and conditions which are part of your contract award. Conditions prevail, govern and clarify contractual relationship between you and the hotel, which you accept with your reservation.

### 1. Scope

These terms and conditions apply to contracts - hotel rooms for accommodation, other rooms and premises for renting to carry out events, as well as for all other services performed and delivery options for the customer. Terms and conditions can be accepted only if the customer expressly agrees in writing in advance.

### 2. Conclusion of the contract, contractors

Contracts arise accepting orders / reservations / hotel customer. Depends on the hotel, or order / reservation / confirm in writing. Contractual partners are the hotel and the customer. Order unless performed by a third person, shall be liable to the hotel along with customers as a joint debtor for all obligations arising under the contract.

Sublease or subletting the entrusted rooms as well as their use for purposes other than accommodation respectively. the purposes other than agreed in the contract, require the prior written consent of the hotel.

### 3. Guarantee of the people involved.

Client acknowledges that the hotel needs at least 1 working day before the date of accommodation, a breakdown of names accommodating booked rooms. In the event that the above schedule does not arrive, it will perform at its discretion. Client acknowledges that if requiring food the exact number of people involved, desired arrangement of tables and variety of food is confirmed at least 7 working days prior to the event. This is considered a guaranteed minimum number that the hotel will charge the client. If the guaranteed number of persons increase by more than 10% (30 persons) or 5% (31 persons or more), understand that it can not serve meals in specified time. Ordered food and beverages beyond this will be charged separately.

### 4. Accommodation of participants

Reserved rooms are available from 2.00pm the day of arrival. If client does not arrive before 6.00pm hotel has the right to cancel the reservation and use the room for other business. This does not apply if late arrival is agreed in writing in advance (mail, fax). Rooms must be handed over to the hotel no later than 10:00 on the day of check out, unless agreed in advance. If client checks out after 10.00am hotel has the right to charge a late check out fee up till 3.00pm. If client check out after 3.00pm the hotel has the right to charge full price of hotel room. Accommodated guests are obliged to follow the accommodation rules, which are published on the website of the hotel and printed in each room. It is mandatory without exception to all guests.

### 5. Events

The client must inform hotel about the final number of participants at least seven working days before the event.

- a. Decoration material shall conform to the legal requirements of fire. The hotel is entitled to require official confirmation. Installation and location of objects agreed in advance are planned with the representative of the hotel.
- b. All tools / props and other items must be removed after the event immediately, if not the hotel has the right to charge a fee for renting the room or remove the decoration material. Client is obligated to pay all expenses caused by leaving the items behind.

### 6. Food and beverage

All food served in buffet style and not consumed during the restricted period of time, e.g. coffee breaks, lunch or dinner, according to the sanitary rules and norms of HACCP - EU, will be discharged within two hours from the beginning of serving. Food and beverages (alcoholic or soft drinks) is strictly forbidden to bring to the hotel unless otherwise agreed. In case of violation, hotel reserves the right to charge for drinks and meals brought in a flat charge of € 50 person.

### 7. Prices and Payment

The customer is obliged to pay for used rentals and other services at agreed price. This also applies to service and hotel expenses to third parties. In case of the introduction of new government levies or amendments the following adjustments to the proposed rates are: If the time between the conclusion and execution of the contract exceeds 4 months, the hotel may contractually agree to increase accordingly a maximum of 5% of the bill for the services of the hotel due immediately after completion and can be paid in cash or by credit card. In the event that the agreed advanced payment invoice is payable within 14 days from date of issue, unless otherwise agreed. In the event that the due date of the full amount of the invoice will be credited at the hotel, the hotel reserves the right to re-calculate All discounts granted to outstanding invoices for exposing separate invoice, payable within 14 days. In delay payment of hotel charges interest of 0.05% of the outstanding amount for each day of delay calculated from the day following the due date of the debt - the hotel denied any ambiguity shall not stay the execution of the character payments, and possible passage of interest on late payment. Credit card

payment can be carried out both before and after disbursement of hotel services, based on clients provided the data needed to implement payment. The hotel reserves the right to subsequently settle credit card client any differences to be found after his departure (eg. minibar consumption, etc.). Client must give its written consent in advance.

#### **8. Backup service hotel**

Unless concluded with the hotel by written agreement, the hotel reserves 100% of advance payment of the total amount for services ordered within 3 days after order. If the deposit is not paid on time, the hotel reserves the right to cancel the reservation without prior notice.

#### **9. Cancellation terms and fees:**

Cancellation fee means the agreed contractual penalty.

a.) Cancellation of ordered services agreed in advance (Bookings 1-9 rooms including)

In case of cancellation or partial cancellation:

\*1- 5 days (including) before the arrival a cancellation fee of 100% of the ordered services or the price the canceled part of these services, referred to in the booking confirmation.

\*6- 14 days (including) before the arrival a cancellation fee of 50% of the ordered services or the price the canceled part of these services, referred to in the booking confirmation.

\*15- 30 days (including) before the arrival a cancellation fee of 25% of the ordered services or the price the canceled part of these services, referred to in the booking confirmation.

b.) Cancellation of group orders (Bookings of 10 or more rooms)

In case of group cancellation or partial cancellation:

\*1- 14 days (including) before implementing a cancellation fee of 100% of the ordered services or the canceled its parts specified in the order confirmation / reservation.

\*15- 30 days (including) before implementing a cancellation fee of 70% of the ordered services or the canceled its parts specified in the order confirmation / reservation.

c.) Cancellation of orders in high season terms of accommodation:

100% cancellation fee, the hotel reserves the right in terms of the most busy (wine routes, vintage celebrations, New Year's Eve ...) regardless of how many days in advance the reservation was canceled.

Cancellation applies if the ordered service has not been used. The above cancellation charges apply to accommodation, rent of rooms, equipment, catering and the other services ordered.

#### **10. Other contracts**

Music production or other artistic performances by a customer must sign up in advance and in a timely manner to the relevant authorities. All associated costs are responsibility of the client.

Promotional material - Client undertakes to ask the hotel to agree with the placement of advertising material and decorations. Premises where the event will take place, must not be damaged by advertising or decoration. Installation work must be carried out by professional workers and must be strictly followed by all statutory safety regulations. All assembly and dismantling costs will be covered by the client. Rent and event rooms - rent rooms include: remedial training facilities and equipment.

The rental price of the meeting room for the event includes: canvas screen, flipchart (without paper), board pencils.

Technology and supervision - if the event requires technical work of outside agencies, the cost will be charged to the client.

Every external company may carry out work, or change the property of the hotel only with the written permission of the hotel. For large events related to increased energy consumption, the costs will be charged to the client separately of the purchase price. If it is necessary that the hotel technician present during the event and perform surveillance, charged is for one employee each hour.

#### **11. Final regulation**

Changes or additions to the contract, receipt of the application or business conditions required for their effectiveness in writing form and shall be effective only when the hotel confirms in writing. Unilateral changes or additions to customers are ineffective.

Place of performance and payment is hotel address.

The exclusive place of jurisdiction - also for disputes for checks and bills of exchange - a trade office in the hotel.

Slovak law applies. Application of the Vienna Convention on the UN Purchase Law of conflict of laws is excluded.

Should individual provisions of these general terms and conditions become ineffective or invalid it shall not affect the enforceability of the remaining provisions.

**By submitting your order you confirm that the above trading conditions you understand and agree in their full text.**

Ing. Štefan Gregorička, Managing Director

MOFINA spol. s r.o.

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