

General Terms and Conditions

Dear Guest!

Thank you for choosing our Felicity Garni Hotel. We hope you'll have a pleasant stay in our hotel, as well as in Bratislava – the capital of the Slovak Republic.

These General Terms and Conditions define the rights and obligations of the parties when booking the services via the Felicity Garni Hotel's website. We would like to ask the customers to familiarize themselves with these General Terms and Conditions before completing their reservation. By confirming the reservation through our website, you express your consent to all the General Terms and Conditions.

For the purposes of these General Terms and Conditions, the Hotel shall mean the company MŠ Consulting, s.r.o. with the registered office at Budovateľská 27, 821 08 Bratislava, which runs the Felicity Garni Hotel.

For the purposes of these General Terms and Conditions, the customer (event organizer) shall mean any natural person or legal entity specified in more detail in the application/reservation.

I. Scope of Application

1. These General Terms and Conditions shall apply to contractual relationships governing the letting of hotel rooms for accommodation purposes, Hotel's conference and banquet rooms for events and for hosting events for a fee, as well as to all other services and deliveries to the customer by the Hotel.
2. The customer's own terms and conditions shall be only accepted if agreed in writing in advance by the parties.

II. Contract Conclusion, Parties

1. The contract shall be entered into by the confirmation of the customer's application (reservation) by the Hotel. The Hotel shall be entitled to send the confirmation by email.
2. The parties to the contract shall be the Hotel and the customer. Where the order is executed on behalf of the customer by some other entity, this entity shall assume responsibility for all liabilities arising from the contract as a joint and several debtor along with the customer, subject to providing the Hotel with the corresponding declaration.
3. Any subletting or sub-rental of let premises, as well as the use thereof for any purposes other than accommodation, respectively for purposes other than those agreed in the contract, shall require prior written consent by the Hotel.

III. Handover and Return of the Hotel Room

1. The customer shall have the option to choose a specific room, subject to its availability.
2. Unless the parties agree otherwise, the booked rooms shall be available to the customer from 12:00 o'clock on the agreed day of arrival. The customer shall not be entitled to be provided accommodation before 12:00 o'clock.
3. The rooms must be vacated and returned back to the Hotel on the agreed day of departure, at the latest by 12:00 o'clock. Should the room be vacated after 12:00 o'clock, but before 2 p.m., the Hotel shall charge a €15 fee. Should the room be vacated after 2 p.m., the Hotel shall charge a fee of 100% of the accommodation

price (list price). The customer shall have the right to prove that the Hotel suffered no or a significantly lower damage.

4. The Hotel shall be entitled to provide any booked rooms, to which the customer fails to check in at the latest by 6 p.m. on the day of arrival, to some other customers. This shall not apply where a later arrival is explicitly agreed on or where the customer informs the Hotel about his late arrival by 6 p.m. at the latest.

IV. Prices, Services

1. The agreed price that the customer undertakes to pay and the agreed services that the Hotel undertakes to provide shall be based on the confirmed reservation. The customer shall be likewise required to pay for all other services used by the customer. This shall also apply to the Hotel's services and expenses incurred towards third parties, at the customer's request. If the reservation is not confirmed, the customer shall be required to pay for the provided services the prices stated in the price lists at the reception or in the room.
2. The agreed prices shall include service fees, applicable value added tax, as well as local taxes or fees in the amount stipulated by valid legal regulations. Where the period between concluding and performing the contract exceeds 4 months and, at the same time, the Hotel's prices for the provision of agreed services increase during that period, the Hotel shall be entitled to increase the contractually agreed price accordingly, however not more than by 5%.
3. The agreed price may be also changed if, after placing the order, the customer wishes to change the number of booked rooms, scope of hotel services or the length of stay, provided that the Hotel agrees to the requested changes.

V. Events

1. The event organizer shall be required to notify the Hotel of the final number of participants no later than six working days before the event date so that the Hotel is able to prepare for the event appropriately.
2. The Hotel shall accept the reduction in the number of event participants by no more than 5%. With deviations exceeding this limit, the originally reported number of participants minus 5% shall serve as a basis.
3. If the number of participants deviates upwards, the basis for the event settlement shall be the actual number of participants. Any numbers of participants exceeded by more than 5% must be confirmed in writing by the Hotel before the event.
4. With deviations in the number of participants by more than 10%, the Hotel shall be entitled to revise and set the agreed price, as well as to change the confirmed rooms, except where this constitutes an inadequate requirement towards the event organizer.
5. With events lasting longer than 10 p.m., the Hotel shall be entitled to charge a service fee after 10 p.m. based on individual requirements, where the agreed remuneration does not reflect the fact that the event continues after 10 p.m.
6. In principle, the event organizer shall not be entitled to bring in any food or beverages to events. Any exceptions shall require the prior written agreement with the Hotel. A service fee shall be charged in such cases, respectively an uncorking fee.
7. The event organizer shall be required to pay to the Hotel the price of food and beverages or the price of other services used by the event participants, should they fail to pay for them.
8. The event organizer shall be required to notify the Hotel, without being asked to do so by the Hotel, if the performance of the service or the event is capable of arousing public interest, affecting or restricting the Hotel's operation or even threaten the Hotel's interests or reputation with respect to the contents or nature of such event.
9. Any advertisements placed in newspapers, as well as any other measures or publications, in particular invitations to job interviews, political or religious events or sales events made in reference to the Hotel or identifying the Hotel, shall require the Hotel's prior written consent.

10. Subject to agreement between the parties, the Hotel shall be required to arrange special technical equipment from third parties. However, in such case the event organizer shall be responsible for professional handling of such equipment and its proper return. The event organizer shall be required to compensate the Hotel for any damages incurred to the Hotel as a result of the rights of third parties associated with the handling and use of such technical equipment. The event organizer shall be required to perform tests and inspection of the technical equipment arranged by the Hotel within a reasonable time period before the start of the event and to immediately claim any defects with the responsible Hotel's technician, otherwise the Hotel shall not be responsible for any incompatible technical equipment or defects thereof.

Where any items are delivered to or sent from the Hotel, the customer shall be required to pay the applicable postage fee and perform all legal and factual actions required for the shipment's customs clearance. The Hotel shall not be a participant to any administrative proceedings or otherwise provide any support or assistance in the shipment's customs clearance. The Hotel shall not act as a representative of the event organizer or for the purposes of customs clearance.

11. The use of the event organizer's own electrical equipment plugged into the electricity grid of the Hotel shall be only possible with the prior written consent of the Hotel. The event organizer shall be responsible and obligated to compensate the Hotel for any damages incurred to the Hotel as a result of the use of such equipment.
12. Any material brought in must comply with legal requirements (in particular safety, fire, etc.). The Hotel shall be entitled to require proof of compliance with these requirements. To avoid any damages, the installation and placement of such items must be agreed with the Hotel in advance.
13. The event organizer shall be required to remove any brought in exhibition or other items immediately after the end of the event. Should this obligation be violated, the Hotel shall be entitled to remove these items and store them at the event organizer's expense and risk and, at the same time, the Hotel shall be entitled to charge the event organizer for storage or rental.

VI. Payment Terms

1. The Hotel shall be entitled to ask for a reasonable advance payment at the time of contract conclusion, serving as a deposit for the price of booked services. The advance amount, as well as payment deadlines, shall be specified in the contract.
2. Unless the contract stipulates otherwise, the invoices shall be due within ten days of invoice delivery. In the event of a default in the payment, the Hotel shall be entitled to claim default interest in accordance with applicable legal regulations.
3. The customer shall not be entitled to exercise a lien or set off any of the customer's receivables, unless the parties agree otherwise in writing, or where such claim is granted to the customer by a lawful court decision.

VII. Withdrawal, Order Cancellation, Revocation by the Customer

1. When booking one hotel room, the customer shall be entitled to cancel the reservation free of charge until 6 p.m. on the day of arrival, unless otherwise agreed. Except for the reservation under the previous sentence, the cancellation of reservation for all other services provided by the Hotel shall be possible only with the written consent of the Hotel, otherwise the customer shall be required to pay for the agreed services.
2. Where there is a free-of-charge contract cancellation deadline agreed in writing between the Hotel and the customer, the customer shall be entitled to cancel such contract before the deadline without any fees or obligation to refund any damages to the Hotel. The customer shall lose the right to cancel the contract in writing if the customer fails to exercise it within the established deadline.
3. In the event that the customer does not use the booked rooms and/or services (and it does not involve the case under section 1, first sentence, or section 2, first sentence, of this Article), the customer shall be

required to pay the price agreed in the contract. The exception being any breach of the obligations by the Hotel with respect to the rights, legal protection and interests of the customer, where the performance of the contract is no longer justified or any other legal or contractual grounds for contract termination are known. With rooms unused by the customer, the Hotel shall be required to include any income from renting these rooms to other customers, as well as any saved expenses. It shall be at the Hotel's free discretion whether it shall require the contractually agreed remuneration and deduct the saved expenses by a fixed amount. In such case, the customer shall be required to pay 100% of the contractually agreed price for overnight stay, with or without breakfast included. With events, the Hotel shall be entitled to charge the agreed rental fee, including 35% of the turnover for the agreed refreshments and meals where the withdrawal is made at the latest two weeks before the start of the event. In case of later withdrawal, the Hotel shall be entitled to 70% of the turnover for the agreed refreshments and meals. Where not precisely specified yet, the following formula shall be used to calculate the turnover for the meals: lower menu price per banquet x number of persons. This shall settle the Hotel's saved expenses. The customer shall always have the right to prove that the Hotel suffered no or significantly lower damages.

4. The customer shall be required to pay cancellation fees for the ordered technical equipment to be used at the event where the Hotel already incurs any expenses at the time of cancellation and the ordered items or services are not otherwise usable by the Hotel.

VIII. Withdrawal by the Hotel

1. Where the right to withdraw from the contract by the customer free of charge is agreed in writing for a certain period, the Hotel shall be also entitled to withdraw from the contract during that time period if it receives inquiries from other customers for booking the contracted rooms and the customer, after being once again contacted by the Hotel, does not waive the customer's right to free cancellation of the contract during the originally specified period.
2. Should the customer be in arrears with the payment of the deposit and should the customer fail to pay the deposit even after the lapse of a reasonable additional time period set by the Hotel, the Hotel shall be also entitled to withdraw from the contract.
3. Likewise, the Hotel shall be entitled to withdraw from the contract in the following cases:
 - the customer is in arrears with the payment of a financial liability to the Hotel,
 - the rooms are booked while providing misleading or incorrect information, e.g. with respect to the customer's identity or the purpose of accommodation etc.,
 - there is a risk of endangering the operation of the Hotel as a result of providing the services, or a risk of endangering the safety, reputation or goodwill of the Hotel,
 - the provided premises are sublet/subleased by the customer without the prior written consent of the Hotel. If the customer sublets/subleases the provided premises in the Hotel without the Hotel's prior written consent, the customer shall be required to pay the Hotel the contractual penalty of 5% of the sum of the contractual price for the number of room-nights and the expected revenues from conference services for each such violation,
 - there is an obstacle preventing the Hotel to fulfill its obligations under the contract, with which it cannot be reasonably expected the Hotel to be able to avert or overcome such obstacle or consequences thereof, or that it foresaw or should have foreseen such obstacle at the time the obligation arose (for instance, epidemic or bans or restrictions imposed by public authorities).
4. In the event of justified withdrawal by the Hotel, no entitlement shall arise to the customer to any contractual performance or damage compensation.
5. The withdrawal shall be effective on the day the Hotel notifies the customer in writing that it is withdrawing from the contract, including the reasons for such withdrawal.

IX. Responsibility

1. The Hotel shall be responsible for its obligations arising from the contract.
2. The Hotel shall be liable for damages caused to the items brought in or stored, and this in accordance with the provisions of the Civil Code, i.e. the Hotel shall be liable for damages to items that are brought in by accommodated customers or on their behalf, except where the damage also occurs otherwise. The brought in items shall be the items brought in to the Hotel's premises reserved for accommodation or storage of items, or which are handed over for this purpose to any of the hotel employees. The Hotel shall be responsible for jewelry, cash or other valuables up to the amount stipulated by the Government Decree no. 87/1995, i.e. up to EUR 332. The entitlement to damage compensation shall lapse if not exercised at the latest by the fifteenth day following the day, on which the injured entity becomes aware of the damage.
3. Where the customer is given a space to park the vehicle in the hotel garage or in the hotel parking area, even for a fee, this shall not give rise to any storage contract. The Hotel shall not be responsible in the event of any loss or damage to the parked or moved motor vehicles or items stored inside them, except for wrongful intent or gross negligence.
4. The wake-up services are provided by the Hotel with the utmost care. Any messages, mail or goods shipments for guests shall be always handled with care and discreetly. At the customer's request, and for a fee, the Hotel shall accept shipments for delivery or safekeeping.
5. The Hotel shall not be responsible for any accidents that take place during organized leisure activities of any kind, unless the Hotel acts with gross negligence or with wrongful intent.
6. The Hotel shall not accept liability or pay any compensation for liabilities that are not fulfilled, directly or indirectly, on grounds of Force Majeure or some other circumstances beyond the Hotel's control. For the purposes of this contractual relationship, the Force Majeure shall include pandemics, floods, earthquakes, natural disasters, terrorism, fires, outages in the supply of electricity, gas, water, utility networks etc.

X. Other

1. The pets may only be brought in with the prior consent of the Hotel; the Hotel charges a fee for the above in line with the price list, or in the agreed amount. The pets are not allowed to enter rooms with food and drinks.
2. Any found items are forwarded to some other address at request only. They are kept in the hotel for six months. Following this period, the items of obvious value shall be handed over at the local Lost and Found Office.

XI. Concluding Provisions

1. Any amendments or supplements of the contract or General Terms and Conditions shall require a written form to be valid and shall legally bind the Hotel only after they are confirmed by the Hotel in writing.
2. The place of contractual performance and payment shall be the seat of the Hotel.
3. Any litigation arising on the basis of, or in connection with, the contract or General Terms and Conditions shall be heard and decided by the court of jurisdiction in the Slovak Republic.
4. The Slovak law shall prevail. The legal relations not provided for by the contract or these General Terms and Conditions shall be governed by the provisions of the laws of the Slovak Republic, primarily by the Commercial Code, which the Contracting Parties have chosen to govern the mutual rights and obligations (and this in particular, but not limited to, the right arising from liability for damages) and secondarily by the Civil Code.
5. Should any particular provisions of these General Terms and Conditions be or become ineffective or invalid, this shall be without prejudice to the effect of the remaining provisions.
6. The Personal Data Protection Rules are published on the website: www.felicityhotel.sk

If you have any wishes or complaints during your stay in the Hotel, please contact the respective hotel staff who shall do their best to resolve the situation to your satisfaction.

Dear guests and visitors, we wish you a pleasant stay in our Felicity Garni Hotel and we are looking forward to see you again in the future.

These General Terms and Conditions are available to clients at a visible place.

In Bratislava, 1 January 2021

Michal Šprtrel, Managing Director