

## **RETURN POLICY**

### **Art. I Basic provisions**

1. This complaint procedure (hereinafter referred to as CP) is prepared in accordance with the provisions of Act no. 40/1964 Coll. Of the Civil Code as amended (hereinafter referred to as the Civil Code) by the provisions of Act no. 250/2007 Coll. on consumer protection and on the amendment of the Act of the Slovak National Council no. 372/1990 Coll. on offenses as amended and provisions of Act no. 102/2014 Coll. on consumer protection in the sale of goods 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.
2. This CP regulates the procedure for making a complaint about goods / and / or service (s) sold and / or provided by the operator of the Hotel PRIMMA, a company, REM-GROUP, sro, with its registered office at Rosná 18, 040 01 Košice., IČO: 36846899, registered in the Commercial Register of the District Court of Košice I, section: Sro, file no. 20559 / V, VAT number: 2022460693, VAT number :, (registered according to § 4 of the VAT Act), tel. contact: reception: +421 (0) 55 285 90 90, e-mail contact: recepcia@primma.sk (hereinafter referred to as the Provider) in the Hotel PRIMMA, Rožňavská cesta 15, Moldava nad Bodvou, to the Client as a consumer (hereinafter referred to as the Client). Complaints of clients - legal entities are governed by the provisions of Act no. 513/1991 Coll. Of the Commercial Code as amended.
3. By taking over the goods and / or accepting the Provider's service and / or sending the Client's binding reservation and / or concluding the Agreement with the Provider, the Client agrees with the CP and confirms that he has been acquainted with its content.
4. For the purposes of this CP, a complaint means the application of liability for defects in a product or service provided.

### **Art. II**

#### **Client and consumer rights**

1. The client - consumer has in particular the right to products and services of ordinary quality, addressing complaints, liquidate damages, the right for education, information, protection of their health, safety and economic interests and to submit complaints and grievances to supervisory and control authorities and the municipality consumer rights granted by law.
2. The client - consumer has the right to protection against unacceptable conditions in consumer contracts.
3. The client may seek protection of his right against the infringer in court. Every consumer has the right to turn to an ADR entity in order to protect his or her consumer rights under the terms of the Dispute Resolution Act, without prejudice to the possibility of going to court.
4. In the event that the Client is not satisfied with the manner in which the Provider handled its complaint or believes that the Provider has violated its rights, the Client has the right to contact the Provider with request for redress. If the Provider responds to the Client's request pursuant to the previous sentence in a negative manner or does not respond to such a request within 30 (thirty) days from the date of its sending to the Client, the Client has the

right to file a motion to initiate alternative dispute resolution. 391/2015 Coll. on Alternative Resolution of Consumer Disputes and on Amendments to Certain Laws.

5. The relevant subject for alternative resolution of consumer disputes with the Provider is:

a) Slovak Trade Inspection, which can be contacted for this purpose at the Central Inspectorate of SOI, Department of International Relations and Alternative Resolution of Consumer Disputes, Prievozská 32, post office 29, Bratislava or electronically via the website <https://www.slovensko.sk> or b) another relevant authorized legal entity registered in the list of entities for alternative dispute resolution maintained by the Ministry of Economy of the Slovak Republic (the list of eligible entities is available on the website), where the Client has the right to choose which of the said ADR entities will be contacted.

6. The client may use the ADR platform online, available at [http://europa.eu/rapid/press-release\\_IP-16-297\\_en.htm](http://europa.eu/rapid/press-release_IP-16-297_en.htm), to submit an alternative dispute resolution proposal to his consumer dispute. More information on alternative dispute resolution can be found on the website of the Slovak Trade Inspection Authority: [www.soi.sk](http://www.soi.sk)

### **Art. III Liability for defects**

1. The Provider is liable for defects which the sold matter has when taken over by the Client and / or which the provided service has when it is provided to the Client.

2. In the case of used items, the Provider is not liable for defects caused by their use or wear.

3. In the case of items sold and / or services provided at a lower price, the Provider is not liable for a defect and / or defects for which a lower price has been agreed.

4. If the items are not perishable or used, the Provider is responsible for defects in the goods that occur after taking over the goods during the warranty period (warranty).

5. Provisions on the warranty period and its expiration are governed by the provisions of the Civil Code or the Commercial Code, depending on the nature of the Client, unless otherwise specified by this DP.

6. A change of goods that occurred during the warranty period as a result of its wear, misuse or incorrect intervention cannot be considered a defect.

7. The client is obliged to check the goods upon receipt and / or the service when providing it and to complain about obvious defects without delay.

8. Defective situation shall be deemed to be apparent when the goods or services are taken over, in particular:

a) the difference in quantity and range;

b) deterioration of goods (deformed packaging, damaged packaging, etc.);

c) poor quality of service provided.

9. The Client is obliged to immediately notify the responsible employee of the Provider, who will make the correction according to the conditions of Art. V. and / or Art. VI. of this DP.

10. Subsequent complaints of the Client will not be accepted by the Provider and such a complaint is considered unjustified.

11. The Provider is not responsible for defects:

a) of which the Client at the time of concluding the contractual relationship with the Provider knew or, taking into account the circumstances under which the contract was concluded, knew only that the defects relate to the characteristics of the goods or services provided, which he had or should have had under the contract;

- b) if the Client caused a defect in the goods or services provided himself;
- c) if the Client knew about the defect of the goods or services before taking over the goods or services, resp. was explicitly and clearly notified of the defect or defective service and if a discount on the price of the goods or service was provided for the defect or defective service;
- (d) if the defects arose during the warranty period as a result of wear and tear of the goods caused by normal use, incorrect or excessive use;
- (e) if the protective seals on the goods have been broken;
- (f) if the defects were caused by an unauthorized person interfering with the goods or parts thereof;
- (g) if the goods are claimed after the expiry of the warranty period or other period within which the goods are to retain their specific characteristics;
- (h) if the defects are due to a natural disaster;
- (i) were caused (intentionally or unintentionally) by improper or excessive use of the goods, improper treatment, improper servicing, improper use of accessories other than those prescribed by the manufacturer;
- (j) if they arise on the goods at the end of their service life.

#### **Art. IV**

##### **File a complaint**

1. If the Client finds out the reasons and facts that may be the subject of the complaint, he is obliged to file a possible complaint immediately without undue delay with the responsible employee of the Provider. In order for the complaint procedure to run quickly, it is necessary for the Client to submit documents on the sale of goods and / or provision of services (cash receipt, copy of the order, invoice, contract, etc.) when making a complaint, if such a document is available.
2. If required by the nature of the claimed performance, it is necessary for the Client to submit a matter of which he alleges an error when making a complaint. The Provider is obliged to register the Client's complaint or grievance in the form of a complaint protocol stating the objective circumstances of the complaint.  
The Provider is obliged, after careful examination, to decide on the method of handling the complaint immediately, or in more complex cases within 3 (three) days, but no later than within 30 (thirty) days.
3. The client is obliged to provide the cooperation necessary to handle the complaint, in particular to provide information regarding the claimed goods and / or services.
4. If required by the nature of the complaint, the Client shall allow the responsible employee of the Provider access to the space provided for accommodation, so that the Provider can be sure of the validity of the complaint.
5. Complaints are lodged by the Client with the Hotel Operations Manager.

#### **Art. IN**

##### **Remediable defects**

1. Defects of the goods: if it is a defect that can be removed, the Client has the right to be free, timely and properly removed. The provider is obliged to eliminate the defect without undue delay. Instead of eliminating the defect, the Client may request an exchange of the

item, or if the defect concerns only a part of the item, a replacement of the part, if the Provider does not incur disproportionate costs due to the price of the goods or the severity of the defect. Instead of eliminating the defect, the provider can always replace the defective item with a perfect one, if it does not incur disproportionate costs.

2. Defects of catering services: in the area of catering services, if the correct quality, weight, temperature, rate, price is not observed, the Client has the right to request free, proper and timely elimination of the error. Complaints in these cases are made by the Client before the first tasting of food and beverages, or after its tasting (ie no more than 1/4 of a portion of food or beverage should be consumed), depending on the error the Client is complaining about.

3. Defects of accommodation services: in the area of accommodation services, the Client has the right to free, proper and timely elimination of defects of accommodation services, which he shall immediately report to the responsible employee of the Provider according to Art. IV. par. 5 of the DP, t. j. has the right to exchange or supplement the small equipment of the room, but in accordance with the category and class of accommodation facility, which is set for PRIMMA Hotel according to the Decree of the Ministry of Economy of the Slovak Republic no. 277/2008 Coll.

## **Art. VI**

### **Defects that cannot be eliminated**

1. In the case of a defect in the goods which cannot be removed and which prevents the thing from being properly used as a thing without a defect, the Client has the right to exchange the thing or has the right to withdraw from the contractual relationship with the Provider. These rights belong to the Client even in the case of remediable defects, but the Client cannot properly use the item due to the recurrence of the defect after repair or due to a larger number of defects. In the case of other irreparable defects, the Client is entitled to a reasonable discount on the price of the item.

2. Defects of catering services: in the event that it is not possible to eliminate the error on food and beverages, the Client has the right to a complete exchange of food or beverage, or to a refund of the price paid for food and / or beverages.

3. In case of defects in accommodation services, if it is not possible to eliminate technical errors in the hotel room (eg failure of the heating system, poor hot water consumption or other technical error in the room that can not be quickly eliminated), and if the Provider can not provide The Client has the right to other alternative accommodation, or to move the Client to another room and the room will be rented to the Client despite these shortcomings, the Client has the right to: - reasonable discount from the price for accommodation according to the valid price list published at the hotel reception; - cancellation of a confirmed reservation of accommodation or a contract, the subject of which is the provision of accommodation before overnight stay and a refund.

4. In the event that there is a significant change in the Client's accommodation compared to the booked and confirmed accommodation and the Client does not agree with alternative accommodation, the Client has the right to cancel the confirmed accommodation reservation or contract, the subject of which is to provide accommodation before overnight stay . The Client is not entitled to reimbursement of any costs and / or claims from the

Provider in connection with such a procedure of the Provider and the cancellation of the reservation of accommodation or contract by the Client.

## **Art. VII Final provisions**

1. The Complaints Procedure shall enter into force on 1.10. 2020
2. The personal data provided will be processed in accordance with the GDPR Regulation and personal data will be provided or made available only in accordance with the GDPR Regulation to recipients, third parties and intermediaries (who provide administration, operation or service). Further details on the processing of personal data are available at [www.primma.sk](http://www.primma.sk) and the responsible person can be contacted at [repcia@primma.sk](mailto:repcia@primma.sk)
3. This CP is published on [www.primma.sk](http://www.primma.sk) and located at the reception of the Hotel PRIMMA, Rožňavská cesta 15, Moldava nad Bodvou, Slovakia.

### **4. Conditions for cancellation of ordered services:**

All cancellations must be in writing and must be verifiable and clearly dated. In case of late cancellation, the hotel has the right to charge a cancellation fee as follows:

a) Cancellation fees for individual guests are set as follows: - up to 24 hours before the day of arrival without cancellation fee - 24 hours and less before the day of arrival 100% of the room price for the first night

b) Cancellation fees for group order cancellation / min. 10 people / are set as follows: more than 30 days before arrival - no cancellation fee

30-15 days before arrival - 30% of the turnover of canceled ordered services

14-4 days before arrival - 50% of the turnover of canceled ordered services

3-day arrival - 100% of the turnover of canceled ordered services

The conditions apply for cancellation or reduction of rooms exceeding 10%.

c) For larger shares / min. 30 people / cancellation conditions will be determined individually by mutual agreement with the event organizer.

Moldava nad Bodvou, 1.10.2020

Miloš Roško

hotel manager