



PREASY, s.r.o.

Námestie slobody 2, 974 01 Banská Bystrica

reception: phone: +421484370314, +421 903 650 069, email: lux@hotellux.sk

operation: phone: +421903503333 e-mail: prevadzka@hotellux.sk

www.hotellux.sk

General terms and conditions

Hotel Lux, Námestie slobody 2, 974 01 Banská Bystrica

Valid from 15.6.2020

Business name:

PREASY, sro , Námestie slobody 2, 97 401 Banská Bystrica

ID: 53 100 085

VAT number: SK 21 21 26 52 34

Registered in the commercial register of the District Court of Banská Bystrica, section s.r.o. insert number 38963/S

1. Contracting parties:

Supplier: Hotel Lux, company operation, PREASY, s.r.o. - provider of catering and congress services to the customer (guest) for payment.

Customer: Customer of services

2. Reservation of services

2.1. The customer can make a reservation in his own name, or for the benefit of a third party.

2.2. The reservation is confirmed to the customer (guest) by the hotel upon receipt of the order by the guest by phone, in writing, or electronically.

2.3. The order must include:

first and last name of the guest, in the case of a company, company name and ID number date of drawing hotel services contact information: phone number, guest address, email contact method of payment for services, in the case of a company, invoicing data scope and type of ordered services.

2.4. The hotel is obliged to process the order within 24 hours or on the next working day group reservations by confirming or rejecting the reservation.

2.5. Based on the order, the hotel will issue a reservation confirmation, confirming the scope of the reservation to the guest services in writing or electronically. The confirmation of the order by the hotel is the contract regarding confirmed services between the hotel and the customer (guest) concluded, however provision of point 3.9. these General Terms and Conditions are not affected by this the hotel's obligation to provide services only occurs upon payment of the deposit).



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3. Prices and payment terms

3.1. The hotel provides the guest with prices based on the currently valid price lists on the day of confirmation orders, or reservations.

3.2. The hotel reserves the right to change the price of the services provided during the calendar year.

3.3. The price stated in the booking confirmation is binding.

3.4. The client does not have the right to reduce the price if it was a promotional price of accommodation price published after booking confirmation.

3.5. Discounts and promotions cannot be combined or cumulated.

3.6. On the day of departure, the guest is obliged to pay for all used hotel services and accommodation, in cash at the reception, by credit card or payment card.

3.7. The form of payment must be agreed in advance.

3.8. Any arrangements that would be different in scope or content from those that are modified in these General Terms and Conditions, must be agreed in advance by the General Director of the hotel and confirmed in writing by both contracting parties in a separate Framework Agreement (or in another written contract), or stated directly in the customer's written confirmation hotel price offer; such written agreements take precedence over these General Terms and Conditions.

3.9. Advance payment for accommodation:

The hotel has the right to request from the customer (guest) an advance payment of up to 100% of the price of the ordered services due no later than 7 days after confirmation of the reservation. The reservation becomes binding only when the advance payment is paid to the hotel account.

3.10. Advance payment for groups and events

3.10.1. The hotel issues an advance invoice from the estimated and agreed price for all accommodation, catering and additional services according to the order due 7 days from the date of issue of the advance invoice, as follows: 50% of the ordered services as a confirmation of the reservation, no later than 3 days before the start service use, a deposit of 80% of the total ordered services must be paid to the hotel's account.

3.10.2. All ordered services must be paid for at the latest on the day of arrival at the hotel; if all ordered services are not paid for, the hotel is not obliged to provide any services.



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3.10.3. On the day of crediting the deposit to the hotel account maintained at ČSOB, a.s., account number: 4028141698/7500, IBAN: SK 7875 0000 0000 4028 1416 98, SWIFT (BIC): CEKOSKBX is an order from confirmed by the hotel and binding for the hotel. From the time of acceptance of the customer's order until the due date of the advance invoice, the date of the service is considered reserved. The paid deposit will be settled in the regular tax document (invoice) after the end of the stay. If the customer does not pay the advance invoice properly and on time, the hotel is entitled to cancel the reservation cancel and not provide the ordered services.

3.11. Advance payment can be made in the following way: by transfer to the account: ČSOB, as, IBAN: SK 7875 0000 0000 4028 1416 98, for the variable symbol use reservation number or invoice number, or by payment card in the form of an online reservation, or a valid one by card (guest fills out an authorization form).

3.12. Cancellation terms

3.12.1. Accommodation reservations:

It is only possible to cancel the accommodation reservation free of charge 3 days before the arrival date. Uncanceled, unbooked room reservations will be billed to the customer. When shortening the reserved stay (meaning leaving the hotel before completing your reserved stay) is cancellation fee 100% of the entire amount of reserved accommodation, refund of the amount paid is not included in this case possible. The hotel reserves the right to cancel the reservation due to force majeure, without providing other accommodation for the customer.

3.12.2. Reservations of catering and congress services:

The hotel is entitled to request from the customer the below-mentioned cancellation fees in the event that the guest cancels his reservation of catering and congress services in writing, by telephone, electronically or within the following periods:

- from 15 to 29 days before the agreed date: 50% of the total amount of cancelled services,
- from 7 to 14 days before the agreed date: 70% of the total amount of cancelled services,
- from 1 to 6 days before the agreed date: 90% of the total amount of cancelled hotel services,
- on the day of arrival: 100% of the total amount of cancelled hotel services,
- if the guest leaves the stay early, the hotel charges a cancellation fee in the amount of 100% of the total amounts of the confirmed remaining stay.

The customer by booking accommodation and related services according to these General Terms and Conditions of the conditions agrees and acknowledges that the supplier is entitled in case of



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cancellation of the reservation or partial cancellation of the reservation or no-show for the stay unilaterally set off the claim the customer to return the price paid by the customer for the reserved accommodation and related expenses services against the supplier's claim for the payment of a cancellation fee in the amount specified in these General Terms and Conditions, namely in the amount in which these claims are covered.

3.13. In the event that the customer/guest orders and confirms the booking of 50% or more with an advance payment of the hotel's accommodation capacity, in case of cancellation of such a reservation, the customer/guest will be charged a cancellation fee. A fee in the amount of the paid advance at any time up to 30 days before the start of drawing ordered services. Cancellation of services 30 days or less before the start of services is governed by point 3.12.1.

3.14. For group bookings of catering services, the customer is obliged to order, or specify number of meals at least three days in advance. In the event that the actual number of meals will be taken and in writing greater than agreed by the customer, the actual number of meals taken will be charged. In case the total the number of meals ordered will not be taken away, the total number of meals ordered will be charged. In case of cancellation of the order for catering services on the day on which the provision of catering services was ordered, the hotel charges the customer for all ordered meals in accordance with the written order, which constitutes an inseparable one part of the contract concluded between the hotel and the customer. The total amount of all ordered items calculated in this way of meals in terms of the customer's order represents a contractual fine to which the hotel is entitled as a result of breach of contractual obligations by the customer to take away the agreed number of meals.

3.15. Procedure of the contracting parties in case of force majeure.

3.15.1. Force majeure (lat.Vis maior) is a special legal fact, consisting in an extraordinary, an unforeseeable and unavoidable event. As a result of Vis maior, an obstacle will arise in the fulfilment of contractual obligations, regardless of the will of any of the contractual parties. For the purposes of these General Terms and Conditions, an obstacle is understood in particular as a natural event, war conflict, revolution, terrorist activity, epidemic of diseases, facts of a national nature (nationwide strikes, legislative measures character). In such a case (occurrence of Vis maior), the hotel is not obliged to provide the customer with the agreed services at all or only to the subsequently individually agreed extent, and the customer is not obliged to use the ordered services on the reserved date.

3.15.2. It is the duty of the contracting parties to notify the other contracting party of this fact (occurrence of Vis maior) without unnecessary delay.



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3.15.3. Force majeure is the reason for possible non-fulfilment of obligations arising from the contractual relationship.

3.15.4. In the event that there is an obstacle in the fulfilment of contractual obligations on the part of the hotel or the customer due to force majeure, the contracting parties are obliged to agree on a substitute performance of the object contract (new scope of services, new term of service provision or use), while on the part of the hotel this obligation is fulfilled by enabling the customer to use within its capacity services provided by the hotel at the originally agreed value (price) within 12 months from the original date the agreed date for starting the use of services by the customer; if in the mentioned period 12 months the customer does not use the hotel's services, it is valid that the customer has cancelled his order in its entirety with a cancellation fee of 100% of the price of the ordered services. The customer has no right to compensation any damage caused by force majeure or other circumstances excluding liability.

4. Services provided

4.1. The guest can check in on the day of arrival no earlier than 2:00 p.m., unless otherwise agreed in advance. The hotel is obliged to accommodate the guest no later than 7:00 p.m.

4.2. If the guest has made an advance payment, the hotel is obliged to hold the guest's reservation until 19.00. If the guest does not claim the reserved services even after this deadline, the hotel is not obliged return the advance payment to the guest.

4.3. If the guest does not have a confirmed reservation in writing, it is necessary for him to check in by 19.00, unless the guest agrees otherwise. If the guest does not check in by 7:00 p.m., the hotel is free have capacity reserved for the guest.

4.4. If the guest checks in before 6:00 a.m. on the day of arrival, the hotel reserves the right to charge for the night in addition.

4.5. The guest is obliged to vacate the accommodation capacity on the day of departure by 10.00 am. In case the guest does not release room before 10.00, the hotel is entitled to charge the guest the amount for the next day of stay, unless otherwise agreed.

4.6. The hotel is responsible for damage caused to items brought in or left behind, while things brought in, which were handed over to one of the hotel employees for this purpose. For jewels, money and more the hotel is not responsible for valuables stored outside the hotel safe. In any case, the hotel is recommended use the built-in safe in the hotel room, but preferably at the hotel reception.

4.7. The guest has the right to provide all services that were agreed upon in the confirmed order.



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4.8. Guests are not allowed to consume their own food and drinks on the premises of the hotel.

Unless otherwise agreed in advance in writing, consumption of own food and drinks is considered material breach of the contract and the General Terms and Conditions, on the basis of which the hotel may immediately terminate the contractual relationship with the guest (withdraw from the contract) without the right to a refund from the guest.

4.9. In the hotel, guests are not allowed to use their own electrical appliances except for a razor, hair dryer, devices intended for personal hygiene and the like.

4.10. Small pets can only be accommodated with the prior written consent of the hotel management. Such accommodation is charged according to the current price list. The guest is responsible for all damages caused by the animal during the stay. It is not allowed to leave the animal unattended in the room alone. The guest is obliged to respect the instructions for staying with a dog or other animal.

4.11. The hotel can extend the guest's stay only if the hotel has available capacity.

4.12. At the guest's request, the reception will call the Emergency Medical Service. The hotel is entitled to request monetary compensation requested from the guest for the hotel's expenses related to the guest's treatment.

4.13. The contractual relationship between the guest and the hotel ends on the day of his departure upon payment of the final bill. The guest is obliged to pay the bill on the spot in cash or by credit card.

4.14. If the guest ends his stay earlier than was agreed in the reservation, the hotel has the right to charge to the guest the amount for the entire agreed stay.

4.15. The guest is responsible for all damages caused by him during his stay. In case the damage was caused child, the responsibility is borne by his legal representative.

4.16. In the event that the guest does not pay the final bill, the hotel is entitled to retain all things that the guest brought to the hotel.

4.17. The hotel is entitled to terminate the guest's stay and withdraw from the contract with immediate effect and without claim guest to refund any money even if the guest intentionally or negligently damages hotel property, behaves contrary to the principles of decent social behaviour and morality, annoys other guests with his behaviour, the health condition of the guest endangers the health of other guests and staff, due to force majeure.

4.18. In case of complaints, the guest is obliged to report this fact immediately and without delay.

Complaints are governed by the valid Complaints Procedure of the hotel.



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4.19. The hotel is entitled to check the guest's room during his stay and ensure that the room is cleaned according to hygiene regulations.

4.20. If the hotel discovers damage to the hotel's inventory after the guest's departure, failure to report consumption, or alienation of the hotel's property, the hotel is entitled to charge the following receivables of the hotel from the mentioned facts after notification to the guest from his credit card, or by issuing and sending account to the guest's address.

4.21. The guest is obliged to follow the hotel's valid accommodation regulations.

5. Liability for damage

5.1. In case of breach of obligation from the contractual relationship, the contracting party is obliged to compensate the damage caused to the other party, unless it proves that the breach of duty was caused circumstances excluding liability.

5.2. The customer of the services is fully liable for damage caused by deterioration, damage or destruction of the service provider's equipment and property by persons who participate in the action that the customer ordered from the service provider.

6. Other sanctions and fines

6.1. In case of non-respect of fire safety measures such as no smoking in the hotel premises, the use of open fire in the hotel premises may be by the provider, services billed fee up to EUR 2,000.

7. Protection of personal data

7.1. The customer in accordance with Act no. 122/2013 Coll. declares about the protection of personal data, that he was familiar with the rights and obligations regarding the acquisition and processing of personal data according to this law. At the same time, it grants the supplier consent to the processing of personal data specified in the order for the purpose of securing and providing the ordered services and for fulfilment obligations imposed by law, namely for the time necessary to ensure the rights and obligations which they result from business relations between the customer and the supplier. The customer grants consent to obtaining and processing the subject personal data also for the needs of the supplier's marketing activities, especially for participation in loyalty and similar programs of the supplier, namely for the period during which these activities are carried out. It is possible to withdraw this consent in writing with or without giving a reason. As a subscriber, the data subject declares that he is aware of their rights.