

## KÚPELE LÚČKY a.s., 034 82 Lúčky



General Commercial Terms for Sale of Stays and Services Provided by KÚPELE LÚČKY a.s. – Company ID 316 33 218 through the webite <a href="www.kupele-lucky.sk">www.kupele-lucky.sk</a>

The company KÚPELE LÚČKY a.s. operates web pages enabling clients to choose and book accommodation, healing spa, weekend and other stays provided (hereinafter referred to as "services"). These General Commercial Terms are published electronically in a current version at: <a href="https://www.kupele-lucky.sk">www.kupele-lucky.sk</a>.

KÚPELE LÚČKY a.s. reserves services also without verification with a client as long as an order complies with all particulars necessary for this activity.

The client is obliged to provide KÚPELE LÚČKY a.s. with all particulars necessary for due ordering and provision of services, i.e. to fill in an order truthfully and completely and to make a payment for services within the set time. If the client is a legal person, the client shall entrust his authorised representative with communication with KÚPELE LÚČKY a.s. and inform his participants of the services rendered, conditions, and information obtained from KÚPELE LÚČKY a.s.

In case it shall not be possible to order services in KÚPELE LÚČKY a.s. for any reason, KÚPELE LÚČKY a.s. shall inform the client thereof.

KÚPELE LÚČKY a.s. shall also be entitled to reject the order which does not satisfy requirements necessary for ordering services or when data stated in the order are incomplete, inaccurate or inconsistent, or when the client states a telephone number at which it is not possible to reach the client during the working hours of KÚPELE LÚČKY a.s., i. e. Monday to Friday from 7:00 am to 3:30 pm.

KÚPELE LÚČKY a.s. reserves the right to reject a client who repeatedly sends orders filled in incompletely or incorrectly or such that are filled in by the client aware of the fact that he will not order the spa stay intentionally.

Information obtained in the approved order sent by KÚPELE LÚČKY a.s. is binding on the client. The client shall be obliged to check the approval of the order and to report any potential discrepancies immediately to the staff of the commercial department or to the reception personnel who shall provide correction and send a new approval of the order. As long as the client fails to do so, those mistakes or discrepancies shall not be taken into account upon arrival to the spa.

In case the order has been approved, the client shall be informed thereof via e-mail at the address provided by the client in the order. Following the order's approval also necessary instructions for provision of services in the spa shall be sent to clients via e-mail. Dates for advance payment or supplementary payment for service prices are binding. KÚPELE LÚČKY a.s. shall not be responsible for consequences caused by payment delay by the client. In case of failure to pay the service prices, including the advance payment, duly and in time, KÚPELE LÚČKY a.s. may withdraw from the agreed contractual relationship and the client

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shall be obliged to pay to KÚPELE LÚČKY a.s. the contractual penalty at the amount of 20% of the price for services.

The client shall be obliged to pay the price for the services to KÚPELE LÚČKY's bank account (stated in the confirmed order) within the due date either through a bank transfer or using a payment card based on pre-authorisation. The client shall be obliged to pay a potential agreed supplementary payment for services in cash upon arrival at KÚPELE LÚČKY a.s.

KÚPELE LÚČKY a.s. shall issue to the client all documents of payment at the reception on the date of entry.

On-line booking system enables a safe access to booking or purchase of services offered by KÚPELE LÚČKY a.s.. During selection of a form of payment by a card the client shall be redirected to a protected server of the company ....................... which shall guarantee to the client safety and protection of data entered by the client. Payment cards VISA, VISA Electron, MasterCard, MaestroK can be used for payment.

The client shall be entitled to cancel ordered services at KÚPELE LÚČKY a.s. after a written notification (by post, fax or e-mail).

In case of cancellation of services the following cancellation fee shall be charged:

Up to 28 days before arrival € 5

Less than 27 days
Less than 15 days
Less than 7 days
Without notification of cancellation 7

10% of the total price for services
25% of the total price for services
50% of the total price for services
5% of the total price for services

In case a stay is shortened within its course or in case of failure to use services ordered in advance we charge a cancellation fee at the amount of 100%, i. e. the spa is entitled not to return a part of the purchase price for services.

No fee is charged for a change in a client's person within booked accommodation capacities.

If KÚPELE LÚČKY a.s. is obliged to return to the client the adequate part of paid services, they shall do so within 30 days. This financial sum shall be decreased by the particular cancellation fee at the amount stated above or by an administration fee at the lump sum of € 10. Transaction costs related to refund of the service price shall be at the client's expense.

The Commercial Terms may be supplemented and modified in an electronic form. In case of such change, KÚPELE LÚČKY a.s. shall be obliged to publish the new version of the Commercial Terms at <a href="www.kupele-lucky.sk">www.kupele-lucky.sk</a> and from the date when modifications or supplements become effectives they shall be obliged to attach them to all new confirmations of an order.

KÚPELE LÚČKY a.s. reserves the right to change prices and contents of spa packages of services.

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Upon on-line booking of services the client declares at the same time that he/she agrees with processing and storage of his/her personal data in log-in documents, stated for the purpose of booking, performing and enforcement of contractual obligations and for registration purpose. These General Commercial Terms enter into force on 1<sup>st</sup> August 2012.

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