



## General Terms & Conditions of Horvát Family Residence

### A) General provisions and terminology

These General Terms and Conditions (hereinafter referred to be as "T&C") govern rights and obligations of contractual parties resulting from the relevant engagements (e.g., contract of purchase and other similar contracts) between the accommodation facility Horvát Family Residence (hereinafter referred to be as "HFR") and Guest, subject of which is the purchase and sale of accommodation services listed on the following website: [www.horvatresidence.sk](http://www.horvatresidence.sk) or by other means (telephone, e-mail, etc.).

Basic terms:

1) HFR is represented by the following operations of company:

EUCA s.r.o

Reg. No: 45318760, VAT: SK2022946959

EUCA s.r.o. registered by the District Court Žilina, Section: Sa, Insert No: 5214/L

Contact address: EUCA s.r.o., Papiernická 1788/14, 034 01 Ružomberok

Bank account for cashless payment: 2944042266/1100, IBAN: SK9711000000002944042266

E-mail: [info@horvatresidence.sk](mailto:info@horvatresidence.sk)

(hereinafter to be referred as "**Provider**")

2) Guest is understood to be any natural or legal person who signs HFR Agreement.  
(hereinafter "**Buyer**")

T&Cs form an integral part of any contract (agreement) by which the Provider is obligated to provide services and the Buyer to pay the agreed price. The legal relations between the Provider and the Buyer concluded by the contract is governed by the provisions of the Commercial Code and other generally binding regulations of the Slovak Republic.

A1) The provision of accommodation services to the Buyer in HFR is governed by generally binding legal regulations applicable in the territory of the Slovak Republic and these T&Cs to the extent agreed between the Buyer and the Provider. The Buyer accepts the T&C as a contractual condition for accommodation at HFR and the use of the services provided by the Provider and is bound to comply with their provisions.

A2.) T&Cs are published, among other things, in a printed version directly in HFR where the Buyer can view them.

A3) The Provider has the right to modify the provisions of the T&C, and the T&C amendment is effective from the date of their publication on the website of HFR.

A4) The Contract between the Provider and the Buyer shall be confirmed in writing, application submitted orally or in writing by the Buyer about the reservation of the apartment / apartments in HFR. The accommodation agreement is concluded for a defined period of time.

A5) The Provider and the Buyer are the contracting parties. When ordering a third party accommodation, this person is liable to the Provider together with the Buyer as a joint debtor for all obligations under the contract.

A6) Renting HFR premises or its facilities as well as their usage for purposes other than housing, or purposes other than agreed by the contract, require prior written consent of the Provider.

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034 82 Lúčky

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## B) Terms and method of providing accommodation services

B1) The contracting parties agree that the Buyer, by submitting an electronic order to the Seller, confirms his agreement that these General Terms and Conditions and their provisions will apply to all contracts concluded on a website operated by the Seller on the basis of which the Seller delivers the service (hereinafter "Stay") presented on the Seller's website [www.horvatresidence.sk](http://www.horvatresidence.sk) to the Buyer and to all relations between the Seller and the Buyer, arising in particular from conclusion of the purchase contract and the service reclaiming.

B2) If the Provider and Buyer enter into a written purchase agreement in which they agree to terms different from the General Terms and Conditions, the provisions of the purchase agreement will prevail over the General Terms and Conditions.

B3) The Buyer submits a proposal (hereinafter "Preliminary Reservation") for the conclusion of a purchase contract to the Seller by sending e-mail to the Seller and / or by filling in and sending the form on the Seller's website and / or by a telephone order from the Buyer to the Seller.

B4) Binding acceptance of the Buyer's order is confirmation by telephone, e-mail or in writing by the Seller accepting the Buyer's order after receiving his order and verification of the free accommodation capacity and the availability of the term requested by the Buyer, marked as "Booking Confirmation". An automatically received notification of receipt of an order to the Seller's electronic system, which will be delivered to the Buyer's email address immediately after the order is sent, is not considered to be its binding acceptance. If necessary, any additional information regarding the order will be sent to the Buyer's email address.

B5) The binding acceptance of the order contains details of the name and specifics of the stay, the sale of which is the subject of the purchase contract, the details of the price of the stay, the number of persons, the date of the stay, the name of the accommodation and the Seller's details (business name, registration No., registered office, etc.) or other details regarding the payment method for the stay.

B6) The time of arrival and departure from the stay will be agreed between the Guest and the Provider before arriving for the stay.

## C) Cancellation fees

C1) Cancellation of reservation of pre-agreed accommodation services in the term:

- less than 30 days (including) prior check-in - a cancellation fee (means contractual penalty) is 100% of the booked service price stated in the booking confirmation \*
- 45-31 days prior arrival - a cancellation fee (means contractual penalty) is 50% of the booked service price stated in the booking confirmation
- 46 and more days - the booked stay can be canceled without a cancellation fee

\* If the order is cancelled less than 30 days prior check-in for medical or other reasons excluding the stay, and the parties do not agree on an alternative term, the Buyer is obliged to pay the Seller 100% of the price of the ordered services.

C2) The Buyer will send notice of cancellation of the reservation via e-mail to the address of the Seller [info@horvatresidence.sk](mailto:info@horvatresidence.sk). Notice of cancellation of a reservation is deemed to have been received by the moment of confirmation of delivery by the Provider via e-mail. The cancellation also applies if the Buyer did not notify the Seller about the cancellation of the reservation and the booked service was not used.

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C3) If the Buyer wants to change the term of the booked and already paid stay, he may agree with the Provider on an alternative term.

#### D) Rights and responsibilities of the Provider

D1) The Provider is obliged to:

- provide services to the Buyer based on confirmed order in the agreed quantity, quality and term
- ensure that services comply with applicable Slovak legislation
- hand over all documentation established by the applicable law to the Buyer in written or electronic form
- respect all Buyer's rightfully protected interests and rights, in particular with the connection of the protection of the Buyer's personal data
- adequately resolve complaints and reclamations of the Buyer

D2) The Provider has right:

- for a proper and timely payment of the purchase price by the Buyer for the ordered services based on the data stated in the booking confirmation
- to not to accept an order if the Buyer can not comply with the booked stay due to the full capacity of the accommodation unless the Buyer agrees on an alternative settlement. The Buyer will be informed of the cancellation of the order by telephone or e-mail, and in case payment of the purchase price or its part has already been transferred, the Provider will refund the amount within 15 days at the specified time, unless the parties agree otherwise.
- to withdraw from the contract with the Buyer in the event of committing a breach of Buyer's contractual obligations in a substantial manner and / or committing a serious violation of good morals, or the Buyer acts in a way that harasses or threatens other clients or seller's personnel, or his action will cause damage or the risk of damaging the property of the Seller or third parties. If, due to withdrawal from the contract with the Buyer, the services and products paid are not used, the Buyer is not entitled to a refund for the unused services and the Seller is not obliged to return the price for unused services to the Buyer. The price paid for unused services is considered to be a contractual fine.

#### E) Rights and responsibilities of the Buyer

E1) The Buyer is entitled:

- for the proper provision of purchased services included in the price of the stay provided by the Seller
- to reclaim any deficiencies in the services provided, including the right to remove them
- to require necessary information from the Seller about the conditions and specifics of the services included in the price of the stay
- to be immediately informed of possible changes of the stay, the range of services and the price of the stay
- to exercise the right to withdraw from the contract at any time prior the start of the service, even without giving any reason based on cancellation conditions as referred by point C1

E2) The Buyer is obliged to:

- co-operate with the Seller in all matters related to the proper provision of Services, in particular to provide accurate and complete information related to the provision of accommodation.
- notify immediately the Seller about his position to any changes of which the Seller makes him aware
- present upon arrival the original confirmation of the reservation to the Seller or to his authorized personnel
- to comply with Accommodation rules of the Seller
- to pay the contract price of the stay within the term stated on the reservation record, or on the reservation form, or on the invoice

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- not detriment the reputation of the Provider and to act in the context of service and product usage by which he does not breach his contractual obligations in a substantial manner and / or has not committed serious violation of good morals, or perform any action that could hinder or threaten other clients or employees of the residence or, actions that could cause damage to, or the risk of damage to property of the Provider of HFR or third parties

#### **F) Purchase price**

- F1) The prices listed in the pricelist or on the Seller's website are valid for the relevant period unless there are significant changes in the prices of the services due to devaluation, changes in tax rates and other unforeseen effects. The Provider is obliged to inform the Buyer without a delay about changes that result in increased price. The prices of the stay do not include an accommodation tax which is paid in full to the municipality of Lucky according to valid regulations.
- F2) The Buyer is obligated to pay the purchase price of the stay to the Seller as agreed in the purchase contract and / or the Seller's price list at the time of concluding the purchase contract in the form of a cashless payment according to the instructions given in the booking confirmation to the Seller's account
- F3) The Seller is entitled to provide the Buyer with a discount from the purchase price. However, the discount can not be claimed by the Buyer. Discounts can not be accumulated. The Buyer himself, in his own interest, will inform about the offered discounts in advance from the Seller. The Seller is obliged to inform the Buyer about the discounts. Discounts offered by the Seller are valid only for stays ordered directly from the Seller (not through another person - such as an agent).

#### **G) Changing the terms of the provided services and products**

The Provider is entitled to change the agreed services if there are circumstances that prevent him from providing services under predetermined or agreed conditions. Such changes must be communicated to the Buyer without delay no later than 3 days prior to the date of arrival.

The Buyer has the right to withdraw from the contract and to get refund of the paid price or advance payment for the stay without any cancelation fees if the stay was canceled by the Provider.

#### **H) Complaints and reclaims**

- H1) The Buyer is entitled to claim the reclamation to provided services against the Provider if the scope, content or quality of the services or products provided in the specific case is inconsistent with the parameters and terms of service agreed between the parties or is in conflict with conditions which are customary in providing the same or similar services.
- H2) The Buyer is obliged to reclaim a bad service without delay, no later than on the day of his departure from the stay, either directly at the place of the service (with a written record of the reclaim), by writing to the Provider to contact address, or by e-mail: [info@horvatresidence.sk](mailto:info@horvatresidence.sk), or [euca@euca.sk](mailto:euca@euca.sk). Complaints submitted by the Buyer the next day after the end of his stay or later will not be considered as valid by the Provider.
- H3) If the claim is made in accordance with point H2), and if the Provider considers it to be justified, the Provider is obliged to remove the defect of the provided service in accordance with the valid legal regulation or to provide alternative settlement, or a reasonable discount from the price of the provided service based on mutual agreement between the Provider and the Buyer.

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If the justified reclaim can not be rectified immediately, including the provision of settlement, the Provider will be obliged to inform the Buyer about the outcome of the complaint and the method of its settlement within 30 calendar days of its application after filling out complaint report (the time required for expert report is not included into mentioned term of 30 days).

H4) If the Buyer wants to express dissatisfaction with the provided service without claiming the right to remove the defect, he is entitled to file a complaint to the Seller. The complaint must be resolved by the Seller in accordance with the generally binding legal regulations as well as with HFR Accommodation order.

#### I) Personal data and their protection

The Provider protects the Buyer's personal data in accordance with Act No. 18/2018 Coll. on the Personal Data Protection and on Amendments to Certain Acts. In accordance with this Act:

- pursuant to the General Data Protection Regulation, the Buyer provides the Provider with personal data for the purpose of creating a valid order, concluding a purchase contract with the Provider, fulfillment and additional confirmation of the terms of the purchase contract, electronic order processing, delivery, payments and necessary communication between the Buyer and the Provider.
- the Buyer is obliged to provide his personal data accurately and truthfully and to inform the Seller about its change without undue delay. It is not possible to conclude a contractual relationship, if the Buyer does not provide his personal data to the Provider.
- the Buyer, whose data is processed by the Seller, has the right to request from the Provider access to personal data related to the person concerned, the right to rectify personal data, the right to delete personal data or the right to limit personal data.
- concurrently, the Buyer has the right to object to the processing of personal data related to the person concerned and the right to transfer of such data. If the Buyer's requests are clearly unfounded or inappropriate, in particular because of their recurring nature, the Provider may require a reasonable fee taking into account the administrative costs of providing the information or to refuse to act on request.
- the Provider processes only the personal data of the Buyer that are indispensable for the provision of accommodation services, for obtaining feedback from the Buyer and for ensuring that he is informed about the services provided and his resulting satisfaction
- only the authorized personnel of the Provider have access to the Buyer's personal data
- Buyer's personal data are kept only within the time limits specified by special regulations, for the time necessary to achieve the purpose and are stored and disposed in accordance with Registry regulations of the Seller.
- the Provider is processing the Personal Data of the Buyer, subject to his consent, also to inform buyers of new offers and services of the Provider and to provide benefits to long-term buyers. The Provider uses the personal data thus obtained (name, surname, e-mail, telephone) only for the purpose for which they were obtained.
- in order to adapt to the marketing offers to the Buyer's individual needs, the Provider will create personalized marketing offers on the basis of Buyer's purchase history.
- personal data may be provided to third parties only if the circumstances and specific law (courts, law enforcement agencies, state supervisors, etc.) so require. Personal data will not be provided to a third country or international organizations.

#### J) Failure to fulfill a contractual obligation as a result of force majeure

If one of the parties is unable to perform its contractual obligations as a result of force majeure, in particular by circumstances that exclude liability under applicable law as unforeseeable and unavoidable objective circumstances (natural disaster, strike, war, earthquake, restrictions on the supply of electricity, gas from third parties, etc.) is not liable for such a breach unless the effect of such a circumstance could not be prevented. It is not possible to consider circumstances having a subjective character, which arise as a result of the personal or economic relations of a Contracting Party, as a force majeure.

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