General Terms and Conditions

WELLNESS HOTEL ČERTOV, s.r.o.

Valid and effective from 21. 11. 2026

This is an English translation for information. In case of any discrepancy, the Slovak version is binding.

Article 1. Operator and contacts

1.1 Services are provided by WELLNESS HOTEL ČERTOV, s.r.o., with its registered office at Lazy pod Makytou 1115, 020 55 Lazy pod Makytou, Company ID 36 358 479, Tax ID 2022208716, VAT ID SK2022208716, registered in the Commercial Register of the Trenčín District Court, section Sro, insert No. 16728/R (hereinafter the “hotel”).

1.2 Hotel bank account: VÚB, a. s., IBAN SK28 0200 0000 0047 7114 1256.

1.3 The hotel operates the Wellness Spa hotel Čertov (the main building and part B), the Čertík cottages and the Čertovka chalet. If any service on the premises is provided by another company, the hotel will say so when the service is ordered; the terms of that company apply to such a service. The Lanáčik rope park is operated by ŠAMO AKTIV, s.r.o., Lazy pod Makytou 1115, 020 55 Lazy pod Makytou, Company ID 36 354 554, and its operating rules apply to the rope park.

1.4 Reception: telephone +421 42 468 1890, e-mail recepcia@certov.eu. Complaints after the stay, requests for redress, withdrawal from the purchase of a voucher and questions about personal data: info@certov.eu. Letters: to the address of the hotel's registered office. Hotel website: www.certov.eu.

1.5 Supervision of the hotel in matters of consumer protection is carried out by the Slovak Trade Inspection (Slovenská obchodná inšpekcia, SOI), SOI Inspectorate for the Trenčín Region, Hurbanova 59, 911 01 Trenčín.

Article 2. Definitions and scope of the terms

2.1 In these terms:

- guest means a person who orders services from the hotel or uses them; where one person makes a booking for others as well, that person is the contracting party (the customer) and holds the rights and obligations arising from the booking, payment and cancellation,
- consumer means a natural person (a guest or a voucher buyer) who, when ordering, is not acting within their business or profession,
- company means a customer acting within its business activity, for example for a corporate event or a stay paid on invoice,
- booking means an order for accommodation and services for specific dates,
- group means 8 or more persons who jointly order the hotel's services or book accommodation for the same dates; a booking for fewer persons is an individual booking; a booking of one room, apartment, cottage or chalet on the hotel website is also individual, regardless of the number of persons,
- package means a stay which, in addition to accommodation, includes other services for a single price,
- deposit means the part of the price paid in advance, the balance is the rest of the price,
- cancellation fee means the amount the guest pays when cancelling the booking or not arriving for the stay,
- booking confirmation means the e-mail or letter by which the hotel confirms the booking,
- voucher means the hotel's gift voucher for an amount or for a specific service,
- buyer means the person who orders and pays for the voucher, voucher holder means the person who redeems it.

2.2 These terms apply to accommodation and related services (meals, pools, wellness, treatments), whether the guest booked on the hotel website, by e-mail, by telephone or in person at reception. They also apply to the

sale of vouchers.

2.3 Groups, corporate events, celebrations and other events are handled by the hotel through an individual offer or contract. A confirmed offer or contract is an individual agreement and takes precedence over these terms, for example as regards the amount and due date of the deposit. Otherwise these terms apply, in particular Art. 8.

2.4 For bookings made through a travel agency or a booking portal, the payment and cancellation terms agreed for that booking apply. These terms apply to the stay at the hotel itself.

2.5 Consumers have all rights under the Civil Code and Act No. 108/2024 Coll. on Consumer Protection. These terms cannot limit or exclude them.

2.6 Article 11 of these terms constitutes the hotel's accommodation rules. The stay is also governed by the operating rules of the wellness area (pool area and sauna area) and of the beer spa. The operating rules are displayed at the entrance to each facility, at reception and at www.certov.eu/en/legal-information/#poriadky. The hotel does not charge consumers any fees or penalties that are not stated in these terms, in the operating rules or in the hotel price list. Should any operating rules conflict with these terms, these terms prevail.

2.7 For accommodation and leisure services ordered for a specifically agreed date (for example a stay, wellness entry or a massage), the consumer does not have the right to withdraw from the contract without giving a reason within 14 days (Section 19(1)(l) of Act No. 108/2024 Coll.). This applies to bookings made on the website, by e-mail and by telephone. The guest may cancel the booking under Art. 7. When buying a gift voucher, the consumer has the right of withdrawal under Art. 13.

Article 3. Booking on the website and conclusion of the contract

3.1 Any person who has reached 18 years of age may book on the website, for themselves and for other guests.

3.2 Booking on the website takes place in these steps:

- the guest chooses the dates, number of guests, room and package; for each package they see the price for the whole stay and the cancellation policy,
- fills in their details,
- chooses the payment method under point 6.1,
- confirms their agreement with these terms and with the cancellation policy,
- submits the booking with the “Book with obligation to pay” button,
- the website redirects them to the Comgate payment gateway; if a gift voucher covers the whole price, no payment is required (point 6.6).

3.3 Nothing is binding until the guest submits the booking. Before submitting, they can check and correct their details; they can change the dates, room or package via the “Change selection” link.

3.4 Before saving the booking, the website checks availability and price again. If the price has changed in the meantime, the website shows the new price and the guest decides whether to submit the booking at that price. If the room is no longer available, the booking is not saved.

3.5 The accommodation contract is concluded when the booking confirmation is delivered to the guest's e-mail. For bookings on the website, the hotel sends the confirmation after receiving the online payment. If a gift voucher covers the whole price, it sends the confirmation immediately after the booking is submitted.

3.6 The booking confirmation contains the booking number, room, package, arrival and departure dates, number of guests, price and payment method with the amount paid. These terms in PDF are attached to the confirmation, including the cancellation fees and the information that for a stay on an agreed date there is no right to withdraw from the contract within 14 days (point 2.7). The guest keeps the confirmation and the attachment.

3.7 If the guest does not receive the confirmation, not even in the spam folder, they should contact reception.

3.8 If, after receiving payment, the hotel cannot record the booking, for example because the room has meanwhile been taken by another guest or the booking system is not responding, reception will complete the booking manually and send the confirmation within 24 hours of receiving the payment. If the room is no longer available, reception may offer the guest another available room at the same or a lower price; the guest does not have to accept it. If the booking cannot be completed or the guest does not accept the offer, the hotel will refund the full amount paid under Art. 10.

3.9 The contract is concluded in the Slovak language. The hotel keeps the booking details in its booking system together with the version of these terms valid on the date of booking. On request, it will send the guest the confirmation and the text of the terms again by e-mail.

Article 4. Booking by e-mail, by telephone or in person

4.1 The order contains the guest's first name and surname (for a company, its name and billing details), the dates of the stay, contact details (telephone, address and e-mail), the payment method and the scope and type of services.

4.2 The hotel processes the order within 48 hours, for groups on the next working day: it confirms it, declines it or offers a provisional booking, which is not binding.

4.3 The contract is concluded when the booking confirmation is delivered by e-mail or letter. An agreement by telephone without a booking confirmation is not binding. Together with the booking confirmation, the hotel also sends the guest these terms in PDF (point 3.6).

4.4 The hotel may request a deposit of up to 50% of the price of the ordered services, due within 5 days of the booking confirmation. The guest pays it by transfer to the hotel's account at VÚB, a. s., IBAN SK28 0200 0000 0047 7114 1256, with the booking number as the variable symbol, or in cash or by card at reception.

4.5 For bookings made 3 or fewer days before arrival, the hotel may ask the guest to guarantee the booking with a 50% deposit or a pre-authorisation of a payment card. The guest does this exclusively through the secure Comgate payment gateway, to which the hotel sends them a link. The hotel never asks for payment card details by e-mail, by telephone or by any other unsecured means.

4.6 If the guest does not pay the deposit by the due date, the hotel may cancel the booking (point 9.1).

Article 5. Prices

5.1 Prices are in euros. Prices are final, including VAT and accommodation tax. The hotel pays the accommodation tax to the village of Lazy pod Makytou and does not charge it to the guest again on departure.

5.2 The price for bookings on the website is the price for the whole stay: for all nights, for all guests stated in the booking and for the services in the package. For bookings outside the website, the price in the offer or in the booking confirmation applies.

5.3 Services not included in the price of the stay (for example food and drinks consumed or treatments) are paid by the guest according to the hotel price list valid at the time they are provided. Price lists are available at reception.

5.4 The price depends on the number and age of the guests stated in the booking. If more guests arrive or children are of a different age than stated in the booking, the guest pays the difference according to the price list. If fewer guests arrive, this is a partial cancellation under point 7.8.

5.5 If the hotel publishes a promotional price only after the booking has been confirmed, the guest is not entitled to a price reduction. Discounts and promotions cannot be combined or added together.

Article 6. Payment

6.1 For bookings on the website, the guest pays online. The amount of the deposit depends on how many days before the arrival date the guest submits the booking:

- more than 30 days: deposit of 25% of the price,
- from 7 to 30 days: deposit of 50% of the price,
- fewer than 7 days: the full price of the stay, the website does not offer a deposit.

Instead of a deposit, the guest can always pay the full price of the stay straight away; at the hotel they then pay only for what they order in addition. The deposit is calculated from the amount payable, that is, the price of the stay with extras after deducting the gift voucher (point 6.6). The website rounds it up to whole cents and, before payment, shows the deposit and the remainder that the guest will pay on departure under point 6.7. Days are counted from the day the guest submits the booking to the day of arrival. Example: arrival is on 31 December. A booking submitted on 30 November is 31 days before arrival and the deposit is 25%. A booking made on 1 December is 30 days before arrival and the deposit is 50%. For a booking made on 25 December, 6 days before arrival, the guest pays the full price.

6.2 Online payments are processed by Comgate a.s., Gočárova třída 1754/48b, 500 02 Hradec Králové, Czech Republic, Company ID 279 24 505, a payment institution supervised by the Czech National Bank. The guest pays on the secure Comgate payment page to which the website redirects them. They enter payment card details only there; the hotel neither sees nor stores them.

6.3 In the payment gateway, the guest can pay by payment card, via Apple Pay or Google Pay, and with a bank payment button with instant payment confirmation. The gateway shows which of these methods are currently available. Bank transfers and QR code payments, whose verification takes until the next day, are not offered by the gateway when booking. The hotel does not add any charge for any payment method.

6.4 If the payment fails, the guest can try again. If they do not pay within 30 minutes of the last attempt, the hotel cancels the order and no contract is concluded. The website shows the deadline for payment.

6.5 If the payment arrives only after the order has been cancelled and the room is still available, the hotel completes the booking and sends the guest a booking confirmation. The guest may cancel it without a cancellation fee within 24 hours of delivery of the confirmation. If the room is not available, the hotel refunds the guest the full amount paid under Art. 10.

6.6 When booking on the website, the guest can redeem a gift voucher by entering the voucher code and number. The website shows the amount payable after the voucher is applied; if the voucher covers the whole price, the guest pays nothing online. If the voucher cannot be redeemed on the website, the guest chooses a deposit under point 6.1 and redeems the voucher at reception when paying the balance (points 6.7 and 13.8). For bookings made fewer than 7 days before arrival, when the website does not offer a deposit, the guest books a stay with such a voucher by telephone or by e-mail through reception (point 4.4).

6.7 The balance, that is, the price after deducting the deposit paid, is paid by the guest on the day of departure at reception in cash, by card or by bank transfer.

6.8 On arrival, the guest receives a chip wristband. With the wristband, the guest confirms services and consumption charged to the room account; alternatively, they can sign the bill. During the stay, the guest can see the account balance on the television in the room. The account is paid at reception on departure.

6.9 When spending on the room account exceeds €500, reception may ask for it to be partly paid.

6.10 The hotel issues a receipt for every payment. It settles the deposit paid in the final invoice on departure.

6.11 Anyone wishing to use a recreation voucher (employer contribution) for the stay states this in the booking notes. Both the deposit and the balance must be paid from the account or with the card of the person claiming the contribution. The hotel issues the invoice on departure.

Article 7. Cancellation and change of booking by the guest

7.1 The guest may cancel or partly cancel the booking at any time:

- by e-mail to recepcia@certov.eu; replying to the booking confirmation e-mail is enough,
- by letter to the address of the hotel's registered office,
- by telephone to reception, +421 42 468 1890.

7.2 The hotel confirms every cancellation, including a cancellation by telephone, by e-mail. The amount of the cancellation fee is determined by the day the cancellation reaches the hotel.

7.3 For individual bookings, the hotel charges a cancellation fee from the price of the booked services according to when it receives the cancellation:

- 21 or more days before the arrival date: no fee (0%),
- from 20 to 14 days before the arrival date: 10%,
- from 13 to 8 days before the arrival date: 50%,
- 7 or fewer days before the arrival date, on the arrival date and in the event of a no-show: 100%.

If the cancellation policy displayed when booking were less favourable for the guest than this article, this article applies.

7.4 Days are counted from the day the hotel received the cancellation to the arrival date stated in the booking confirmation. Example: arrival is on 22 September. A cancellation the hotel receives on 1 September is 21 days before arrival, so there is no fee. A cancellation received on 2 September is 20 days before arrival and the fee is 10%.

7.5 The cancellation fee is a lump-sum compensation for the costs and lost profit the hotel incurs as a result of the cancellation of the stay. It is never higher than the price of the booked services, and the hotel reduces it under point 7.12. The hotel sends the guest an e-mail stating the amount of the cancellation fee within 14 days of the cancellation date or, in the event of a no-show, of the arrival date. It deducts the fee from the amount the guest has paid and refunds the rest under Art. 10. If the amount paid does not cover the fee, the hotel invoices the guest for the difference, payable within 14 days of delivery of the invoice.

7.6 For the Christmas, New Year's Eve and Easter packages that are marked as such in the offer, the hotel charges a cancellation fee of 100% if it receives the cancellation 21 or fewer days before the arrival date. Cancellation 22 or more days before the arrival date is free of charge.

7.7 No cancellation fee is charged if the guest finds a replacement guest under the same conditions as were confirmed to them.

7.8 If the guest cancels only part of the booking (fewer nights, rooms or guests), the cancellation fee is calculated from the price of the cancelled part.

7.9 If the guest does not arrive and has not cancelled the booking, the hotel charges 100% of the price of the booked services. It holds the room until 20:00 on the arrival date (point 11.3).

7.10 If the guest ends the stay early, the hotel charges 100% of the price of the remaining confirmed stay after deducting the price of unused meals according to the hotel price list. It charges nothing if the guest proves a serious reason: death, serious illness or force majeure.

7.11 If the guest cancels the stay before arrival due to death, serious illness or force majeure, they can claim the cancellation fee from their insurer if they have travel insurance. If they have no insurance, they can agree with the hotel on a reduction of the cancellation fee; they support the reason with a document.

7.12 If the hotel sells a room that the guest cancelled, did not arrive for or vacated early to another guest for the same nights, it reduces the cancellation fee by the amount it received for the room.

7.13 The guest may change the dates of the stay free of charge no later than 21 days before the original arrival date, for packages under point 7.6 no later than 22 days before it, that is, while a cancellation would not incur a cancellation fee. The change is possible if the hotel's capacity allows. The guest requests the change by e-mail to recepcia@certov.eu or by telephone; the change is valid once the hotel confirms it by e-mail. The

deposit paid is transferred to the new dates. A later change of dates is a cancellation of the booking under points 7.3 to 7.6 and a new booking.

Article 8. Groups, companies and events

8.1 For groups, corporate events and other events, the confirmed offer or contract applies first (point 2.3), then this article and the other articles of these terms.

8.2 Unless the offer or contract provides otherwise, the hotel issues an advance invoice for the estimated price of all ordered services (accommodation, meals, additional services), payable within 7 days of issue:

- a customer from Slovakia (a company or a private individual) pays 20% as confirmation of the booking,
- a foreign customer pays 100%.

No later than 3 days before the services are used, a deposit of 80% of the total price must be in the hotel's account. Another form of deposit may be agreed in writing.

8.3 Unless the offer or contract provides otherwise, the ordered services must be paid no later than on the arrival date. If the customer does not pay the deposit on time, the hotel may cancel the booking. The hotel settles the deposit paid in the invoice after the end of the stay.

8.4 Cancellation of a group order must be in writing (by e-mail or letter), clearly dated and delivered to the hotel.

8.5 If a group cancels its booking and neither the offer nor the event contract provides otherwise, cancellation 31 or more days before the arrival date is free of charge. For a later cancellation, the hotel charges the following cancellation fee:

- from 30 to 21 days before the arrival date: 50% of the accommodation price for a group of 8 to 29 persons, 60% for a group of 30 or more persons,
- from 20 to 9 days before the arrival date: 70% of the accommodation price for a group of 8 to 29 persons, 80% for a group of 30 or more persons,
- 8 or fewer days before the arrival date and on the arrival date: 100% of the price of all ordered services except meals.

8.6 If participants leave early or do not use the ordered services, the customer pays for them in full. This does not apply if the hotel failed to provide the services.

8.7 The customer notifies a reduction in the number of accommodated persons of no more than 5% by e-mail no later than 5 days before arrival, and the hotel takes the actual number into account in the final invoice. A larger reduction is a partial cancellation, and the cancellation fee under point 8.5 applies to the cancelled part.

8.8 If the number of event participants changes by more than 5%, the hotel may change the price and the allocated rooms; the agreed standard and technical equipment remain. The customer is not entitled to an extension of the agreed services; the hotel decides on any extension according to available capacity.

8.9 If an event lasts beyond 2:00 and the agreed price does not include this, the hotel may charge a supplement of €400 for each started hour after 2:00.

8.10 The customer may bring their own food and drinks to the event only with the hotel's prior written agreement; the hotel may charge a service supplement. The customer is liable for payment for food and drinks that participants order in addition.

8.11 The event customer:

- fulfils obligations towards copyright collecting societies and is responsible for any infringement of intellectual property rights,
- informs the hotel in advance if the event could disturb public order or endanger the operation of the hotel, its reputation or its guests; the hotel may take measures and the customer must accept them,

- connects their own electrical equipment to the hotel's wiring only with prior written consent; the equipment must have a certificate or proven conformity; the hotel may inspect it and charge for it separately; the customer pays for any faults it causes,
- uses only decorations that comply with hygiene, fire and safety regulations; places signs and boards only with the hotel's prior written consent and removes everything immediately after the event,
- does not alter the premises without written consent, protects them and returns them in the condition in which they were taken over, allowing for normal wear and tear; damage not pointed out at handover is deemed to have been caused during the event,
- is responsible for the occupational health and safety of their employees and invited persons, for fire protection and for the protection of property during the event.

8.12 If, after the event, the customer leaves the premises dirty or waste they brought remains there, they pay at least €200 for clearing each used space, more if the soiling is greater.

8.13 The customer is liable for damage to the hotel's equipment and property caused by event participants.

8.14 If the customer is a consumer (for example for a wedding or a family celebration), point 8.6 does not apply, nor does the rule in point 8.11 that damage not pointed out at handover is deemed to have been caused during the event. For early departure, point 7.10 applies, and the customer is liable for damage to the premises under point 12.1. Instead of point 8.12, they pay €200 per space for clearing a dirty space; if the soiling is greater, they reimburse the proven cleaning costs.

Article 9. Withdrawal of the hotel from the contract and force majeure

9.1 The hotel may withdraw from the contract if:

- force majeure prevents it from providing the services,
- the guest does not pay the deposit by the due date (point 4.6) or is in arrears with another payment under the contract and does not pay even within an additional period of 7 days set by the hotel in a reminder,
- despite a warning, the guest grossly violates good morals or their obligations under the contract and these terms (Section 759(2) of the Civil Code),
- before the start of the stay, there is a risk that providing the services will endanger the safety of guests, employees or hotel property, for example because the guest behaved aggressively during a previous stay or intentionally damaged hotel property,
- the law otherwise permits it.

9.2 Force majeure is an event that occurred independently of the will of the hotel or the guest and because of which it is objectively impossible to provide or use the services, for example a natural disaster, a strike, an armed conflict, epidemic measures or an interruption of energy supplies. This definition applies to both the hotel and the guest.

9.3 The hotel notifies withdrawal by letter or e-mail.

9.4 Withdrawal terminates the rights and obligations under the contract, except for the right to compensation for damage, the right to contractual penalties and the hotel's obligation to refund payments for services the guest does not receive because of the withdrawal. If the hotel withdraws because the guest breached their obligations, it deducts the cancellation fee under Art. 7 and its other claims from the amount refunded. If the hotel withdraws due to force majeure or for another reason on its side, it refunds the guest everything paid under Art. 10 and does not charge a cancellation fee.

9.5 If the hotel cannot provide the booked room, it may offer the guest another room of the same or a higher category at no extra charge. The guest does not have to accept it; in that case the hotel refunds everything paid under Art. 10. If the guest accepts a room of a lower category, the hotel refunds the price difference.

Article 10. Refunds

10.1 The hotel refunds money due to the guest within 14 days in the same way as the guest paid. The period runs from the day the cancellation is delivered; where the booking cannot be completed (points 3.8 and 6.5), from the day the payment is received; in the event of withdrawal by the hotel, from the day of withdrawal.

10.2 For payments within the Single Euro Payments Area (SEPA), the hotel charges no fees for refunds. Fees for payments outside the SEPA area are borne by the guest.

10.3 The hotel refunds a payment made via Comgate by the same route to the card or account from which the guest paid, and sends them an e-mail about it. It refunds a payment by transfer by transfer, and a card payment made at reception to the same card. It refunds a cash payment in cash at reception or, by agreement, by transfer.

10.4 When the money reaches the account depends on the bank. From the time the refund is initiated, it usually takes up to 7 working days for a card payment and up to 2 days for a bank transfer.

Article 11. Arrival, stay and departure (accommodation rules)

11.1 Only a guest who registers properly may be accommodated: they present an identity card or a valid passport and check and sign the registration card. A child up to 15 years of age may be identified by a health insurance card or a child's passport and is registered by a parent or an accompanying adult. The hotel does not accommodate a group of minors without an adult.

11.2 Check-in at the hotel is from 14:00, at the Čertík cottages and the Čertovka chalet from 16:00. Earlier check-in at the hotel, from 12:00 at the earliest, can be arranged with reception for €30 per room.

11.3 The hotel holds the room until 20:00 on the arrival date unless stated otherwise in the booking. If the guest has not checked in by then and has not arranged a later arrival with reception, the hotel may let the room to another guest.

11.4 Check-out is by 10:00, from the hotel as well as from the cottages and the chalet. Later check-out until 12:00 can be arranged with reception for €30 per room, and even later check-out by agreement with reception. If the guest does not vacate the room by 10:00 without an agreement, the hotel may charge 50% of the room price for one night if they vacate it by 14:00, and the full room price for one night if they vacate it later.

11.5 On departure, the guest returns the chip wristband, the electricity key card, the keys and any other items they received to reception. For a lost chip wristband, the hotel charges €20, for an electricity key card €30, and for any other item its price at the time of loss.

11.6 If the guest asks to extend their stay, the hotel may offer them another room.

11.7 On moving in, the guest inspects the room and reports any defects or damage to reception immediately. They also report any damage discovered during the stay. On departure, they hand over the room with all its equipment undamaged; an inventory list is in the wardrobe in the room. If, after departure, the hotel discovers damage caused by the guest, the guest compensates for it.

11.8 In the room and in common areas, the guest does not alter the furnishings and does not use their own electrical appliances, except for a shaver, a hair dryer, personal hygiene appliances and ordinary electronics such as a laptop, mobile phone or tablet. Sports equipment and items for which another place is designated are not taken into the room or common areas (skis belong in the ski room, bicycles in the bicycle storage room).

11.9 Quiet hours are from 22:00 to 6:00. The hotel warns a guest who breaks them. If the guest continues the disturbance, the hotel may call security or the police and charge a contractual penalty of €200 for each further disturbance after the warning. For a company booking, it charges the customer a contractual penalty of €600 for each breach. This does not affect the hotel's right to compensation for damage exceeding the penalty. An event agreed under Art. 8 does not breach quiet hours if it takes place in the agreed premises and does not disturb accommodated guests who are not taking part in it.

11.10 The hotel may expel a guest who, despite a warning, grossly violates good morals or obligations under these terms, for example by behaving aggressively towards guests or employees, and withdraw from the

contract (point 9.1). If a guest endangers the health of others, the hotel will call the police even without a warning. The hotel refunds the expelled guest the payments for services they do not receive after deducting the cancellation fee and its claims (point 9.4).

11.11 The guest pays for damage caused during the stay before departure at the latest. They are fully liable for damage to hotel property, as well as for damage to the property and health of other persons.

11.12 All hotel premises, i.e. rooms, balconies and common areas, are non-smoking. The ban applies to cigarettes, cigars and electronic cigarettes. Smoking is permitted only at the designated place in front of the hotel. Handling open flames in rooms and common areas is prohibited. For breach of the smoking ban, the hotel charges €200 as compensation for the costs of extraordinary cleaning and ozone treatment.

11.13 The hotel does not accommodate pets unless otherwise agreed in writing. The ban does not apply to guide dogs and assistance dogs. If a guest has an animal in the accommodation without agreement and does not take it away when asked, the hotel may withdraw from the contract (point 9.1).

11.14 Children:

- must not be left in the room or in common areas without adult supervision,
- up to 6 years of age may move around the hotel's common areas only accompanied by an adult,
- up to 15 years of age may use the saunas, pools and wellness only accompanied by an adult and at times designated for children; details, in particular the age restrictions of the sauna area, are set out in the wellness operating rules.

11.15 The guest may cancel a booked treatment (for example a massage) free of charge no later than 4 hours before it starts. For a later cancellation or a no-show, they pay the full price if the hotel could not fill the slot with another guest.

11.16 The hotel keeps found items for 30 days from the day they are found. If it knows who they belong to, it notifies the owner and, at the owner's request, sends the items to them at their expense. Items that no one collects are then handed over to the municipality under Section 135 of the Civil Code. The hotel disposes of food and perishable items without undue delay.

11.17 If a guest or event participant culpably triggers a false alarm by failing to observe fire safety measures (for example by smoking in the hotel, setting off a smoke screen or using an open flame in the hotel or its surroundings), they reimburse the hotel for the costs actually incurred, in particular for the call-out of firefighters and technicians.

11.18 This article constitutes the hotel's accommodation rules. For the wellness area and the beer spa, their operating rules also apply (point 2.6), and for the rope park, the rules of its operator (point 1.3).

Article 12. Liability for damage and items brought in

12.1 The hotel and the guest are liable for damage they cause by breaching their obligations under the Civil Code; for companies, under the Commercial Code.

12.2 The hotel is liable for damage to items brought into the hotel by the guest or by someone on their behalf, unless the damage would have occurred anyway. Items brought in are items brought into the room or into a space for storing items, and items handed over to a hotel employee. The hotel is also liable for items left in a place designated for that purpose or in a place where such items are usually left, for example skis in the ski room, bicycles in the bicycle storage room or clothes in the cloakroom and in a locker in the wellness area, unless the damage would have occurred anyway.

12.3 For jewellery, money and other valuables, the hotel is liable up to €332. It is liable without limit if it has taken them into safekeeping or if the damage was caused by its employees. Some rooms have a safe. The hotel recommends depositing larger valuables for safekeeping at reception.

12.4 The guest reports damage to items brought in and items left to reception without undue delay. The claim lapses if the guest does not assert it by the 15th day after the day they learnt of the damage at the latest.

12.5 Points 12.2 to 12.4 are based on Sections 433 to 436 of the Civil Code and Government Regulation No. 87/1995 Coll. The hotel cannot exclude this liability.

12.6 The guest uses the pools, sauna area, wellness and beer spa in accordance with the operating rules and staff instructions, and the sports facilities in accordance with staff instructions. The hotel is liable for damage to health in accordance with the law.

12.7 Parking at the hotel is free of charge. Providing a parking space does not create a contract of safekeeping. The hotel is liable for loss of or damage to a vehicle and its accessories in the car park only if the damage was caused by its employees or arose from a breach of the hotel's obligations. In the hotel garage, the hotel is liable for vehicles and their accessories as for items brought in (points 12.2 to 12.5, Section 435 of the Civil Code). The hotel recommends not leaving valuables in the car.

Article 13. Gift vouchers

13.1 The hotel sells vouchers for an amount, which can be used for accommodation and hotel services, and vouchers for a specific service, for example a massage, the beer spa or wellness entry. The offer and prices are given on the Gift voucher page of the hotel website.

13.2 A voucher can be ordered using the form on the website (from 1 to 5 vouchers), by e-mail, by telephone or at reception. The hotel handles larger quantities for companies on invoice.

13.3 The buyer submits the order on the website with the “Order with obligation to pay” button. The hotel sends them an e-mail confirming the order: for card payment immediately after payment, for payment at reception immediately after the order is submitted. Attached to the e-mail are these terms in PDF, including information on withdrawal from the contract and the model withdrawal form (Annex). The contract is concluded on delivery of this e-mail.

13.4 The buyer pays for the voucher:

- by card online in the Comgate payment gateway immediately when ordering (points 6.2 and 6.3); if the payment fails, they can try again,
- in cash or by card at reception when collecting the voucher.

13.5 The hotel issues the voucher once it receives payment. Depending on the buyer's choice, it sends it by e-mail as a PDF within 3 working days of payment at the latest, or has it ready printed at reception. If the buyer does not pay by card, no contract is concluded (point 13.3).

13.6 The voucher is valid until the date stated on it, usually 12 months from issue. The validity can be extended by agreement with reception. After expiry, the voucher cannot be used.

13.7 The voucher can be used for accommodation and hotel services, not for food and drinks in the restaurant. It is single-use. If the holder uses less than the voucher value, the difference is not refunded; if more, they pay the difference. The voucher cannot be exchanged for cash.

13.8 When booking, it is enough to state the voucher number or to present the voucher at reception. Reception confirms the amount to be paid. When booking on the website, the guest proceeds under point 6.6. Stating the number when booking does not yet use up the voucher; reception redeems it only when the services are used. If the guest cancels the booking before arrival, the voucher remains valid at its original value.

13.9 A consumer who bought a voucher at a distance (via the website, by e-mail or by telephone) may withdraw from the contract without giving a reason within 14 days of the date it was concluded (Section 19(1) and Section 20(1)(a) of Act No. 108/2024 Coll.). The deadline is met if they send the notice of withdrawal no later than on the last day of the period.

13.10 The consumer can withdraw:

- using the “Withdraw from the contract here” function on the page www.certov.eu/en/withdrawal-from-contract/: they fill in their first name and surname, order number and e-mail and submit the withdrawal with

the “Confirm withdrawal from the contract” button; the hotel will immediately send them by e-mail a confirmation of receipt of the withdrawal with its content and with the date and time it was sent,
- by e-mail to info@certov.eu or by letter to the address of the hotel's registered office; they may use the model form in the Annex to these terms.

13.11 The hotel refunds all payments for the voucher within 14 days of delivery of the withdrawal, in the same way as the buyer paid; in another way only by agreement and free of charge. On delivery of the withdrawal, the voucher ceases to be valid.

13.12 If the voucher is to be redeemed while the withdrawal period is still running, reception will first ask the buyer (not the recipient) for express consent to the start of the provision of the service and for their declaration that they have been informed that by fully redeeming the voucher they will lose the right of withdrawal. Reception confirms the consent to the buyer by e-mail. If the voucher was fully redeemed within the withdrawal period with this consent, the right of withdrawal lapses. If the buyer withdraws after partial redemption of the voucher, they pay the price of the services provided up to delivery of the withdrawal, calculated proportionally from the voucher price; with the buyer's consent, the hotel deducts it from the amount refunded (Section 17(10), Section 19(1)(a) and Section 21(5) of Act No. 108/2024 Coll.). A stay that the voucher holder books for specific dates is governed by Art. 7.

13.13 After the withdrawal period has expired, the hotel does not refund money for the voucher and does not exchange the voucher for cash. This does not affect the rights the law gives the buyer or the voucher holder, for example in the case of defects in the service or where the hotel cannot provide the service.

13.14 Anyone who buys a voucher directly at reception (order and payment on the spot) does not have the right of withdrawal under point 13.9.

13.15 The voucher is transferable; it may be redeemed by whoever presents it. A voucher for a specific service is valid for that service to the extent stated on the voucher, even after a change in the price list; an additional payment is made only for extra services.

Article 14. Complaints

14.1 The hotel is responsible for providing the services in the agreed scope and quality, and for defects the service has when it is provided. The guest makes a complaint about a defect in the service without undue delay after discovering it, ideally straight away during the stay at reception, so that the hotel can remedy it on the spot. The defect must be notified no later than 6 months after the service was provided. The right arising from liability for defects is asserted in court within the limitation period, which runs from the day the defect was notified (Section 504 and Section 508(1) of the Civil Code).

14.2 After the stay, the guest makes complaints by e-mail to info@certov.eu or by letter to the address of the hotel's registered office. They state their name, the booking or receipt number, a description of the defect and what they request.

14.3 The hotel immediately confirms to the guest in writing (an e-mail is enough) that it has received the complaint and states the period within which it will remedy the defect; the period is at most 30 days from the complaint being made. If it rejects the complaint, it states the reasons in writing (Section 4(1)(j) and (k) of Act No. 108/2024 Coll.).

14.4 If the hotel does not remedy the defect, the guest is entitled to a reasonable price reduction. If the defect prevents proper use of the service (for example the room is not habitable and the hotel does not offer an equivalent replacement), the guest may withdraw from the contract to the extent of the affected service and the hotel refunds the corresponding part of the price. In addition, the guest is entitled to reimbursement of reasonably incurred costs and damage (Sections 507, 509 and 510 of the Civil Code).

14.5 The guest makes complaints about incorrectly charged services or consumption at reception before the end of the stay, and after the stay by e-mail to info@certov.eu.

14.6 If the consumer is not satisfied with how the complaint has been handled, they may proceed under Art. 15.

Article 15. Request for redress and alternative dispute resolution

15.1 A consumer who is not satisfied with how the hotel handled their complaint, or who believes that the hotel has violated their rights, may send the hotel a request for redress by e-mail to info@certov.eu.

15.2 If the hotel rejects the request or does not respond to it within 30 days of it being sent, the consumer may submit a proposal for alternative dispute resolution to the competent body under Act No. 391/2015 Coll. If the hotel rejects the request, its response also states the bodies the consumer can turn to.

15.3 The consumer may submit the proposal to the Slovak Trade Inspection, SOI Central Inspectorate, Department for International Relations and Alternative Resolution of Consumer Disputes, Bajkalská 21/A, P. O. BOX 29, 827 99 Bratislava, e-mail ars@soi.sk, www.soi.sk. They may also submit it to another alternative consumer dispute resolution body from the list kept by the Ministry of Economy of the Slovak Republic (www.economy.gov.sk). The consumer chooses which body to submit the proposal to.

15.4 Alternative dispute resolution at SOI is free of charge; another body may charge a fee of no more than €5 including VAT. SOI may refuse a dispute whose value does not exceed €20, or a proposal submitted more than a year after the hotel's rejection or after 30 days have passed without a response. The consumer may also turn to the courts.

15.5 The supervisory authority is stated in point 1.5.

Article 16. Personal data

16.1 The hotel processes guests' personal data as the controller: for the booking and the stay, for payments, to fulfil legal obligations (for example guest registration and accommodation tax), for the Dukátik loyalty programme and, with consent, for sending news. Details are in the Privacy Policy on the hotel website and at reception.

16.2 For online payments, the hotel provides Comgate with the guest's name, e-mail and telephone number, the amount and the booking number. Payment card data are processed only by Comgate.

16.3 The hotel monitors its premises with a CCTV system with recording to protect property and persons. Recordings are kept for 15 days.

16.4 The hotel sends news to those who have requested it. Within 1 year of the end of the stay, it may also e-mail a guest offers of similar hotel services without consent, if it gave the guest the option to refuse this when obtaining the contact and the guest did not refuse. Consent can be withdrawn and such offers refused at any time via the link in each e-mail, by replying to the e-mail or by a message to info@certov.eu.

16.5 The guest has the right of access to data, rectification, erasure, restriction of processing and portability, as well as the right to object. The guest exercises these rights by e-mail to info@certov.eu. A complaint may be lodged with the Office for Personal Data Protection of the Slovak Republic, Galvaniho 7/B, 821 04 Bratislava, statny.dozor@pdp.gov.sk.

Article 17. Dukátik loyalty programme

17.1 Dukátik is the hotel's loyalty programme. The programme starts on the day the hotel announces on the hotel website. Until then, the hotel does not accept registrations or credit dukátiky. Registration is free of charge and voluntary; it can be done at reception and, once online registration is launched, also on the hotel website. Members may be natural persons who have reached 18 years of age, or companies.

17.2 For paid stays and hotel services, members earn loyalty points, dukátiky: for €1 paid for hotel services, 1 dukátik, to the extent and under the conditions set out in the programme rules.

17.3 Members can redeem dukátiky as a discount or reward for selected hotel services according to the current programme offer. They cannot be exchanged for cash and, unless the programme rules provide otherwise, cannot be combined with other discounts and promotions.

17.4 Dukátiky are non-transferable. For a stay, they are earned only by the member who ordered the stay and to whom the invoice for the stay is issued; a member who is a natural person must also be accommodated during the stay.

17.5 Members do not earn dukátiky for accommodation booked through a booking portal or another third party. They earn them only for services and goods they pay for at the hotel during the stay.

17.6 Dukátiky are valid for 24 months from being credited. Crediting, redemption, membership levels and the rewards catalogue are governed by the Dukátik programme rules published on the hotel website. The hotel may change the rules or end the programme; it informs members of any material change by e-mail at least 30 days in advance. A member who disagrees with the change may cancel their membership free of charge. Members may redeem credited dukátiky until the end of their validity and, if the programme ends, for at least 6 months from the announcement.

17.7 No dukátiky are earned for a cancelled, partly cancelled or no-show stay; the hotel deducts dukátiky already credited for such a stay.

17.8 Dukátiky are not awarded for ratings and reviews on public portals. The hotel may reward only the completion of its own satisfaction questionnaire, regardless of its content. If a member abuses the programme, for example by providing false information, the hotel may cancel their membership and deduct the dukátiky obtained in this way.

Article 18. Final provisions

18.1 Contracts are governed by the law of the Slovak Republic. Contracts with consumers are governed in particular by the Civil Code and Act No. 108/2024 Coll., contracts with companies by the Commercial Code. If a consumer has their habitual residence in another state, the choice of Slovak law does not deprive them of the protection afforded to them by provisions of the law of that state which cannot be derogated from by agreement.

18.2 If a separate contract or agreement differs from these terms, the contract or agreement prevails. The hotel confirms a change of booking by e-mail or on the receipt from reception.

18.3 The hotel and the guest first try to resolve disputes by agreement. If they do not reach an agreement, the competent court of the Slovak Republic decides. A consumer residing in another member state of the European Union may also bring an action before the court of their place of residence. The consumer may also use alternative dispute resolution (Art. 15).

18.4 Should any provision be or become invalid or ineffective, the other provisions remain in force.

18.5 The hotel may change these terms; it publishes the new version on www.certov.eu with its effective date. The version valid on the day the contract was concluded, i.e. on the day the booking or order was confirmed, applies to the contract. For membership of the Dukátik programme, point 17.6 applies.

18.6 The terms are published on www.certov.eu, where the guest can save or print them, and are available at reception. The hotel attaches them in PDF to the booking confirmation and to the voucher order confirmation.

18.7 Online booking and voucher ordering work as described in points 3.2 to 3.5 and 13.2 to 13.5. Form fields have text labels, error messages are displayed as text, images have text descriptions and text has sufficient contrast against the background. Reception will also provide this information by telephone on request. If a guest has a problem with the accessibility of online booking or voucher ordering, for example due to a disability, they can report it to info@certov.eu; the hotel will then complete the booking or order with them by e-mail or by telephone. Accessibility of services is supervised by the Slovak Trade Inspection.

18.8 These terms are valid and effective from 21. 11. 2026. They replace the hotel's previous terms and conditions. Bookings and orders confirmed before 21. 11. 2026 are governed by the version valid at the time of their confirmation.

In Lazy pod Makytou

WELLNESS HOTEL ČERTOV, s.r.o.

Annex. Model withdrawal form (gift voucher bought online)

Complete and return this form only if you wish to withdraw from the contract for the purchase of a gift voucher under point 13.9.

To: WELLNESS HOTEL ČERTOV, s.r.o., Lazy pod Makytou 1115, 020 55 Lazy pod Makytou, e-mail info@certov.eu

I/We (*) *hereby give notice that I/we* (*) withdraw from the contract for the purchase of the following gift voucher:

- Voucher code or order number: .....
- Date of order and date of delivery of the voucher: .....
- Name and surname of the consumer: .....
- Address of the consumer: .....
- Date: .....
- Signature of the consumer (only if you are sending this form by letter): .....

(*) Delete as appropriate.