

**GENERAL TERMS AND CONDITIONS FOR HOTEL ACCOMMODATION AND HOLDING EVENTS OF RADISSON BLU CARLTON HOTEL
BRATISLAVA, CARLTON PROPERTY, S.R.O.
(HEREINAFTER ONLY THE "GENERAL TERMS AND CONDITIONS")**

1.

Extent of Applicability

1. These General Terms and Conditions apply to all services, deliveries and other performances by Radisson Blu Carlton Hotel Bratislava operated by Carlton Property, s.r.o. with its seat at in Hviezdoslavovo nám. 3, 811 02 Bratislava, Tel. No. +421259390000 (hereinafter only as the **"hotel"**) and related to hotel accommodation and holding events.
2. If a contract for accommodation or a contract for holding an event (hereinafter also as **"contracts"** and individually as the **"contract"**) is concluded by natural person, who in the process of concluding and fulfilling of the contract does not act within the scope of his business activity, occupation or profession (hereinafter also as the **"consumer"** or **"client"**), these General Terms and Conditions automatically becomes the part of the contract. Consumers concluding the contract exclusively through use of one or more means of distance communication (hereinafter only as the **"distance contract"**), primarily via web site www.radissonhotels.com, are subject to special provisions of Article 18 of the General Terms and Conditions, unless other provisions of General Terms and Conditions stipulates more favorable conditions for consumers.
3. If contract is concluded by other person than consumer, e.g. intermediary, agent, travel, event or marketing agency (hereinafter only as the **"customer"** and together with consumer hereinafter only as the **"contractual party"**), the General Terms and Conditions forms part of the contract only if the hotel expresses its consent in writing to the incorporation in whole or the individually specified points thereof.
4. Should the hotel change its General Terms and Conditions before the termination of the contract, an updated version is incorporated into the contract, if the hotel has notified a partner of such fact in writing and if the partner fails to assert the right to rescission. A notice of rescission must contain advice on legal consequences of informing and on the right to rescind from the contract. The right to rescission shall extinguish if the partner fails to rescind from the contract in writing within 14 days upon a notice of change and advice.

2.

Conclusion of the contract

1. The contract (hereinafter only as the **"booking"**) comes into effect on request from the contractual party through the acceptance by the hotel. The contractual party may request the hotel for the booking and the hotel is free to confirm the booking verbally through the hotel reception desk, in writing, via e-mail or through the hotel booking system.
2. If the customer makes the booking, the client acts as a solidary co-debtor together with the customer.

3.

Services, prices, payment, billing

1. The hotel is obligated to perform the services ordered by the contractual party and agreed to by the hotel.
2. The contractual party is obligated to pay to the hotel the agreed prices for these and other services enlisted. This also applies to hotel services and expenses induced by it for third parties.
3. If the hotel rescinds with good cause, the contractual party has no claim for compensation.
4. The agreed prices include the current statutory VAT. Should the rate of VAT applicable to the contractual services increase or decrease after the conclusion of the contract, the prices shall be adjusted accordingly.
5. If the period between the conclusion of the contract and the fulfilment of the contract as defined by the contractual agreements exceeds four months and the general price charged for such services is increased by the hotel, this can increase the contractually agreed price as appropriate, but by 5 % at the most.
6. The hotel is entitled to increase the prices if municipal duties (culture tax, visitor's tax, etc.) for the accommodation are increased. The price increase is limited to the costs of the abovementioned duties.
7. The hotel's bills are payable immediately upon receipt of the bill without any deduction, unless other payment terms and conditions are expressly agreed. The hotel is entitled to render accumulated claims for payment at any time and to demand immediate payment. If payment is delayed, the hotel is entitled to claim interest for delay amounting to 10% above the

base rate for customers and 5% above the base rate for clients. The payment of interest for delay shall not affect the hotel's claim for the compensation of damage.

8. The consumer may not further sublease an allocated room, conference rooms, other rooms and premises, as well as is obliged to refrain from invitations to interview, sales campaigns or similar events without prior written consent from the hotel.
9. The hotel is entitled to demand upon conclusion of the contract an appropriate advance payment or security deposit in the form of a credit card guarantee or similar from the contractual party. If an advance payment is not made within the agreed period, the hotel can rescind from the contract and claim compensation for damages.
10. In justified cases (e.g. outstanding payment by the contractual party or extending the scope of the contract) the hotel is entitled to demand an increase of the advance payment or an increased security deposit amounting to the expected costs of the accommodation.
11. The hotel is further entitled to demand an appropriate advance payment or a security deposit from the contractual party at the beginning and during the client's stay, provided that such an advance payment or security deposit was not already paid in accordance with Sections 7, 9, or 10 of this Article.
12. The contractual party can only settle or lower a claim towards the hotel with an undisputed claim or if a court made valid and effective decision in respect to those claim.

4.

Room availability, delivery and return

1. The contractual party does not acquire any claim for the availability of a particular room, unless the hotel confirmed the availability of a particular room in writing.
2. Booked rooms are available to the consumer from 15:00 p.m. on the day of arrival. The consumer has no claim for earlier availability. Guests who arrive before 15:00 p.m. can move into their room as early as possible, according to availability. For purposes of this Section 2, as the client is also deemed a person who is accompanying the client or is accompanied by the client.
3. The available rooms are to be taken by 18:00 p.m. on the day of arrival. After this time the hotel can book out the rooms to others, unless the consumer informed the hotel in advance and in writing that they would arrive later. The hotel is entitled to demand a guarantee for late arrivals.
4. On the agreed day of departure, check-out is at 12:00 (midday) at the latest. After that time the hotel can charge to the contractual party 50 % of the agreed price of the room for the additional use of the room up until 18:00 p.m., and 100 % from 18:00 p.m. The above shall not affect other forms of compensations of the hotel, in particular in the form of a claim to the compensation for damage.

5.

Rescission from the contract for accommodation by contractual party (cancellation of the booking, rescission from the contract)

1. The hotel and the contractual party may agree on the termination of the contract for accommodation in writing. The hotel and contractual party may agree to special conditions of rescission of the contract for accommodation, especially the deadline for rescission without the obligation to pay compensation money (cancellation fee).
2. The contractual party is entitled at any time to rescind the contract for accommodation with obligation to pay compensation money (cancellation fee) or without the obligation to pay compensation money (cancellation fee) under conditions stated in this Article.
3. The contractual party is entitled to rescind the contract for accommodation without the obligation to pay compensation money, if the contractual party rescinds the contract 90 days before the beginning of the accommodation at the latest.
4. If the contractual party rescinds the contract for accommodation later than 90 days before the beginning of the accommodation, it must pay compensation money (cancellation fee) in the amount of 100% of the price of unused rooms for each night booked, unless the Section 5 of this Article states otherwise.
5. If the customer books more rooms, the customer is entitled:

- (a) in period from 89th day to 60th day before the beginning of the accommodation to rescind from the contract for accommodation with a limit of 15% of original number of booked nights without obligation to pay compensation money (cancellation fee);
 - (b) in period from 59th day to 30th day before the beginning of the accommodation to rescind from the contract for accommodation with a limit of 10% of original number of booked nights without obligation to pay compensation money (cancellation fee); and
 - (c) in period from 29th day to 15th day before the beginning of the accommodation to rescind from the contract for accommodation with a limit of 5% of original number of booked nights without obligation to pay compensation money (cancellation fee).
- 6. When calculating number of booked nights which are not covered by the obligation to pay compensation money (cancellation fee) pursuant to the Section 5 of this Article, the final number of booked nights shall be rounded down to the nearest whole number.
 - 7. The contractual party can no longer claim the room in a multi-day booking if the client does not arrive on the first day of the reservation without client or customer consulting his late arrival with the hotel. In this case, the hotel is entitled to rent the room for the remaining time period, as long as possible.
 - 8. Services provided by third parties or special services (e.g. cakes, flowers, etc.) which become useless as a result of the rescission from the contract by the contractual party shall be paid in full by the contractual party.

6.

**Rescission from the contract for holding an event by the contractual party
(cancellation of the booking, rescission from the contract)**

- 1. The hotel and the contractual party may agree on the termination of the contract for holding an event in writing. The hotel and the contractual party may agree on special conditions of rescission of contract for holding an event, especially the deadline for rescission without the obligation to pay compensation money (cancellation fee).
- 2. The contractual party is entitled at any time to rescind the contract for holding an event with obligation to pay compensation money (cancellation fee) or without the obligation to pay compensation money (cancellation fee) under conditions stated in this Article.
- 3. The contractual party is entitled to rescind the contract for holding an event without the obligation to pay, provided that contractual party rescinds the contract 90 days before the beginning of the event.
- 4. If the contractual party rescinds the contract for holding an event later than 90 days before the beginning of the event, it must pay compensation money (cancellation fee) in the amount of 100% of the participation fee and price of pre-ordered services and goods, including food and beverages, unless Section 5 of this Article states otherwise.
- 5. If the customer rescinds the contract for holding an event
 - (a) in period from 89th day to 60th day before the beginning of the event within the limit of 15% of original number of participants, customer is not required to pay compensation money (cancellation fee); for every additional rescission in this period, regardless the total extent, or rescission exceeding the limit of 15%, the customer must pay compensation money (cancellation fee) in the amount of 50% of the participation fees and the price of pre-ordered services and goods, including food and beverages affected by rescission;
 - (b) in period from 59th day to 30th day before the beginning of the event within the limit of 10% of original number of participants, the customer is not required to pay compensation money (cancellation fee); for every additional rescission in this period, regardless the total extent, or rescission exceeding the limit of 10%, the customer must pay compensation money (cancellation fee) in the amount of 75% of the participation fees and price of pre-ordered services and goods, including food and beverages affected by rescission; and
 - (c) in period from 29th day to 15th day before the beginning of the event within the limit of 5% of original number of participants, the customer is not required to pay compensation money (cancellation fee); for every additional rescission in this period, regardless the total extent, or rescission exceeding the extent of 5%, the customer must pay compensation

money (cancellation fee) in the amount of 100% of the participation fees and price of pre-ordered services and goods, including food and beverages affected by rescission.

6. When calculating number participants which are not covered by the obligation to pay compensation money (cancellation fee) pursuant to the Section 5 of this Article, the final number of participants is rounded down to the nearest whole number.
7. The more favorable conditions regarding non-application of the compensation money (cancellation fee) or reduced rate of compensation money pursuant to the Section 5 of this Article may be used only in one of the periods under letters (a) through (c) of the Section 5 of this Article.

7.

**Rescission from the combined contract for accommodation and for holding an event by the contractual party
(cancellation of the booking, rescission from the contract)**

1. The hotel and the contractual party may agree on the termination of the contract for accommodation and for holding an event (hereinafter only as the **"combined contract"**) in writing. The hotel and contractual party can agree on special conditions of rescission in the combined contract, especially the deadline for rescission without a duty to pay compensation money (cancellation fee).
2. The contractual party is entitled at any time to rescind the combined contract with obligation to pay compensation money (cancellation fee) or without the obligation to pay compensation money (cancellation fee) under conditions stated in this Article.
3. If the contractual party rescinds the combined contract later than 90 days before the beginning of the accommodation or the event, it is obliged to pay compensation money (cancellation fee) in the amount of 100% of the price of unused rooms, participation fees and prices of pre-ordered services and goods, including food and beverages, unless Section 4 of this Article states otherwise.
4. If the customer rescinds the combined contract
 - (a) in period from 89th day to 60th day before the beginning of the accommodation or the event, whatever occurs first, within the limit of 15% of original number of booked nights and original number of participants, the customer is not obliged to pay compensation money (cancellation fee); for every additional rescission in this period, the customer must pay compensation money (cancellation fee) in the amount of 100% of the unused rooms and 50% participation fees and price of pre-ordered services and goods;
 - (b) in period from 59th day to 30th day before the beginning of the accommodation or the event, whatever occurs first, within the limit of 10% of original number of booked nights and original number of participants, is not obliged to pay compensation money (cancellation fee); for every additional rescission in this period, the customer must pay compensation money (cancellation fee) in the amount of 100% of the unused rooms and 75% participation fees and price of pre-ordered services and goods; and
 - (c) in period from 29th day to 15th day before the beginning of the accommodation or the event, whatever occurs first, within the limit of 5% of original number of booked nights and original number of participants, the customer is not required to pay compensation money (cancellation fee); for every additional rescission in this period, the customer must pay compensation money (cancellation fee) in the amount of 100% of the unused rooms and 100% participation fees and price of pre-ordered services and goods.
5. The more favorable conditions of non-application of the compensation money (cancellation fee) or reduced rate of the compensation money pursuant to the Section 4 of this Article may be used only in one of the periods under letters (a) through (c) of the Section 4 of this Article.
6. Services provided by third parties or special services (e.g. cakes, flowers, etc.) which become useless as a result of the rescission from the contract by the contractual party shall be paid in full by the contractual party.

8.

Commission

1. The hotel is obliged to pay contractually agreed commissions to third persons for rooms used and for events held and for other used services, except for rental of conference premises.
2. The hotel is not obliged to pay a commission if either the contractual party or the hotel rescinds the contract or if the client does not use the accommodation, regardless of the payment of compensation money (cancellation fee) or any other pecuniary performance.

9.

Rescission by the hotel

1. If agreed that the contractual party is entitled to rescind the contract during the agreed term without payment of compensation money, the hotel may also rescind the contract during such period.
2. If an agreed advance payment or an advance payment claimed on the basis of the contract or the General Terms and Conditions is not paid by the due date, the hotel is also entitled to rescind the contract. Moreover, the hotel can claim compensation for incurred damage from the contractual party.
3. The hotel is entitled to rescind the contract with immediate effect if,
 - acts of God and other circumstances which the hotel is not responsible for make the fulfilment of the contract impossible;
 - bedrooms and other rooms are intentionally booked using misleading or false statements about facts which are material to the contract, e.g. who the client is or the purpose of the stay;
 - the hotel has justified reason to assume that the use of hotel services can put at risk the smooth operation of the business, the security or the public reputation of the hotel, except for case in which such unfavorable situation is attributable to the hotel's conduct;
 - the purpose or reason of client's stay is illegal;
 - there is an unauthorized sub-leasing or re-leasing in conflict with Section 8 of Article 3;
 - the hotel is closed;
 - the hotel cannot guarantee proper accommodation and/or proper facilities for an event due to the reconstruction or inevitable repair of the hotel;
 - the contractual party partially rescinds from a part of the combined contract; or
 - bankruptcy or commenced bankruptcy proceeding is declared over contractual party's assets.

10.

Number of participants, changes to the number of participants and changes to the event location

1. A change in the number of participants in an event registered by the contractual party of more than 5 % must be notified in writing to the hotel catering department at the latest 7 days before the start of the event, so that it can be acknowledged by the hotel in the bill.
2. An increase in the number of participants in an event of more than 5 % requires the written consent of the hotel. In the case of an increase, the actual number of participants in an event will be used as the basis for the bill.
3. If the number of participants is changed by more than 10 %, the hotel is entitled to exchange the agreed rooms, provided that the size of the new rooms is appropriate for the latest number of participants notified and the rooms are comparably equipped.
4. If necessary, the hotel is entitled to move the booked event to another room of the same price category.
5. If the agreed start and finishing times of the event are changed without the prior written consent of the hotel, the hotel is entitled to charge additional costs, unless the hotel is responsible for the change of times.
6. If the event carries on after 1:00 a.m., the hotel is entitled to charge € 100 incl. VAT/hour for each started hour of the event.
7. Advertising and media carriers are allowed in the foyer and in the lobby only after the agreement and prior written consent of the hotel.

11.

Own food and drink

1. Food and drink may be provided in hotel premises also by other entities than the hotel only upon prior written consent of the hotel. In such a case the hotel shall charge costs related to serving such food and drink (hereinafter only as the “**corkage**”).
2. The contractual party is fully liable for the brought food and drinks being fit for consumption and agrees to indemnify the hotel towards all claims, if any, by third parties.
3. The hotel undertakes no liability for the shelf life of the food which is taken away to the hotel after an event at the hotel or taken outside the hotel for consumption.

12.

Technical equipment and connections

1. If the hotel procures technical and other equipment from third parties for the contractual party on its request, it deals in the name of and on account of the contractual party. The hotel is not liable for damage incurred by third persons, and the contractual party agrees to indemnify the hotel towards all claims, if any, by third parties.
2. The use of the electrical equipment brought by the contractual party or its suppliers and partners, which uses the hotel's electricity network, requires the prior written consent of the hotel. Disruptions or damages to the hotel's technical equipment caused by the use of this equipment will be at the cost of the contractual party. The hotel may include and charge at a flat rate the power costs which arise through the use of such equipment.
3. The contractual party is only entitled to use its own telephone, fax and data carrying equipment with the hotel's consent. The hotel can charge a connection fee for this.
4. Failures in the technical or other equipment provided by the hotel will be corrected as soon as possible. Payments cannot be retained or reduced if the hotel was not responsible for these failures.
5. If the hotel's technical equipment was lent to the contractual party and remained unused because of the reasons on the side of the contractual party and its suppliers, the hotel is entitled to claim compensation for operating losses.

13.

Music shows, artist exhibitions

1. If the rights of third parties are affected by events (copyrights, etc.), the contractual party is obligated to obtain appropriate permission before the event is held and to pay all fees and compensation for fees to the relevant organizations of the collective administration of rights at its own costs. Nevertheless, should a claim for payment of such fees or compensation for fees or a claim for the compensation for incurred damage be made against the hotel, the contractual party shall indemnify the hotel for all costs and damage related therewith.
2. If liability to pay a fee to authors or executive artists is founded for the use of a work or artistic performance on the basis of artists or authors cooperating directly in the event, the contractual party is obligated to pay these fees directly.
3. If the hotel engages artists for events for the customer, the hotel is entitled to pass on the fees for the use of artistic performance to the contractual party and the contractual party agrees to pay such fees.

14.

Decoration material, exhibits for events

1. Decoration material, exhibits or other belongings of the customer, his suppliers and partners are kept in the event rooms or hotel at the customer's own risk. The hotel undertakes no liability for loss, destruction or damage to such objects, except in the case of gross negligence or intent by the hotel. Damages resulting from death, injury to body or health are not included in the exclusion of liability. The hotel is liable for damage on personal belongings brought into the hotel and deposited on a place determined for such purpose, pursuant to Section 433 of the Slovak Civil Code.
2. Decoration material brought along must comply with the fire protection regulations. The hotel is entitled to demand an official certificate for this. If the customer does not comply with this request from the hotel, the hotel is entitled to remove and store

the decoration material at the cost of the customer. Because of the possible damages, it is only permissible to install and fit items on walls and ceilings with the prior written consent of the hotel.

3. All exhibition or other objects brought to the hotel premise by the customer or participants of the event are to be removed by the customer immediately after the event finishes. If the customer fails to comply with its duty to remove immediately, the hotel is entitled to remove and store the objects at the cost of the customer. If objects remain in the event room, the hotel can charge the full price for the room for the duration in which they stay. The hotel's claim to the compensation for damage shall not be affected thereby.
4. The customer is to ensure that any waste is properly disposed of in accordance with the relevant regulations.
5. If the customer commissions the hotel with the disposal of packaging material, the hotel is entitled to charge the customer with the costs arising from this.

15.

Events organizer's liability

1. The contractual party is liable for all damage to the hotel building and its equipment, which was caused by the contractual party, event participants, event visitors, the contractual party's staff or other third parties working in its domain. The hotel can demand appropriate securities (e.g. insurance, deposits, guarantees etc.) from the contractual party to protect against exposure to liability.

16.

Defects in deliveries and services of the hotel, preventive duty of the contractual party

1. Should defects in the deliveries or services by the hotel arise, the contractual party shall inform the hotel about this immediately after it is identified so that the hotel is able to remedy the defects as quickly as possible and provide the delivery and service in accordance with the contract. If this is not possible because of the nature of the defect or other compelling reasons, notification of stated defects must in each case be made to the hotel on return of the contractual party to the room at the latest. The contractual party is obligated to conduct in such a manner so as to avoid damage and to take actions reasonable to the circumstances of the risk to revert damage.

17.

Liability for damage caused by the hotel

1. The hotel is liable for the fulfillment of its contractual obligations with professional care. The contractual party cannot assert a claim for the compensation for damage caused by its own malicious or negligence actions. Further, the contractual party cannot assert a claim for the compensation for damage to brought-in or deposited jewels, money and other valuables, which have not been deposited to an escrow, in an amount exceeding the level determined by the relevant order of the government of the Slovak Republic.
2. The hotel is liable for damage on possessions brought-in or deposited to the hotel under the contract, the General Terms and Conditions and provisions of Sections 433 *et seq.* of the Slovak Civil Code.
3. No escrow contract is established by the provision of a place for the deposition of belongings in the hotel garage or the hotel parking place.
4. Contractual party's claims for the compensation for damage towards the hotel shall be time barred in two years from the day on which the client learns about damage and about a person liable for it, not later than three years from the event from which the damage occurred. In case of damage caused by the hotel willfully, contractual party's claims shall be time barred not later than ten years from the day on which an even occurred from which damage occurred. The above mentioned shall not apply if this relates to damage to health and damage caused by a defect product.

18.

Special provisions for distance contracts concluded by consumers

1. If the contract is concluded by consumer by means of distance communication following provisions apply:

- The consumer is entitled to rescind a contract without giving any reason in writing within 14 calendar days after the conclusion of the contract; the withdrawal period is maintained, if the consumer sends a notice of rescission from the contract in such period.
- The consumer may use for the rescission the form attached at the end of these General Terms and conditions.
- The hotel must return all payments received from the consumer on the basis of or related to the distance contract without undue delay, at the latest 14 days after the delivery of notice of rescission from contract.
- If the consumer concludes a contract, wherein consumer requests the provision of hotel services within 14-days period for the contract rescission beginning by the contract conclusion, the consumer acknowledges that he loses the right of rescission after full provision of hotel services and must pay the price for the performance provided until the day of notice on the contract rescission.

19.

Force Majeure

1. The Hotel will be entitled to cancel, suspend or otherwise amend the event booking in whole or in part as a result of force majeure incident, including but not limited to war, riot, fire, natural disaster, strike, acts and advice of government and health authorities and organizations applied also only for our hotel, terrorism, epidemics, civil disorder and any other cause beyond its control. The Client accepts such amendments to the event booking, will not be entitled to any form of compensation and will in the event of cancellation reasonably cooperate to reschedule the event.
2. Should the client or the Hotel not be able to go ahead due to guidelines on travel and advice on social distancing from WHO (World Health Organization) or other similar bodies then the client and/or the Hotel reserves the right to postpone the event to an alternative date of equal or greater value to take place within the next 12 months from the original date of the booking without penalty. If the event has been moved or postponed to new dates from the original contract; the cancellation policy of the contract for the original dates are applicable.

20.

Final provisions

3. The validity of any amendments and supplements to the contract for accommodation and holding an event and the General Terms and Conditions requires a written form. The procedure in any amendments and supplements to the General Terms and Conditions is provided for in Article 1 Section 2. Any desist from the requirement of a written form must be made in writing.
4. The place of performance and payment is the seat of the hotel's company.
5. Mutual disputes which the parties fail to solve by agreement or amicable settlement shall be submitted to the relevant Slovak court for decision. Consumers may contact Slovak Trade Inspection as an alternative dispute resolution entity for settlement of disputes for matters covered by these General Terms and Conditions. Consumers are entitled to settle disputes through the means of online system of alternative dispute resolution: <http://ec.europa.eu/odr>
6. These General Terms and Conditions and the contracts shall be governed exclusively by laws of the Slovak Republic. UNO Treaty on agreements on international purchase of goods and intrastate rules of conflict shall not apply to the legal relationship established by the contract for accommodation and holding an event.
7. These General Terms and Conditions have been prepared and published in the Slovak language and the English language. In case of any discrepancy between such language versions, the Slovak version shall prevail.
8. If individual provisions of the contract for accommodation and the contract for holding an event or individual provisions of these General Terms and Conditions be or become invalid or ineffective, the validity or effectiveness of other provisions of the relevant contracts and the General Terms and Conditions shall not be affected thereby.

In Bratislava, on 1st of June 2016

FORM FOR RESCISSION FROM THE CONTRACT BY CONSUMER

(fill in and send this form only in if you are a consumer and you wish to rescind from a contract)

For: Carlton Property, s.r.o. with its seat at Hviezdoslavovo nám. 3, 811 02 Bratislava, Tel. No. +421259390000

I/We* hereby notify you of rescission of a contract of provision of the following service:

Date of booking/date of acceptance*:

Name and surname of consumer/consumers*:

Consumer/consumers* address:

Consumer/consumers* signature (only if submitted in written form):

Date:

***DELETE WHERE APPROPRIATE.**