

## GENERAL TERMS AND CONDITIONS

### I.

#### Definitions and introductory provisions

1. The purpose of these General Terms and Conditions (hereinafter referred to as "**GTCs**") is to provide a legal framework and regulate the rights and obligations between the parties in the provision of Services (as defined below). The GTCs are elaborated pursuant to Section 273 (1) of Act No 513/1991 Coll., the Commercial Code as amended (hereinafter referred to as "**Commercial Code**")
2. The GTCs form an integral part of each Agreement, Order and/or Reservation, on the basis of which the Kaštieľ Pálffy provides the Client with the Services, and the Client pays a fee for the Services provided. **Any deviating agreements concerning the Agreement, the Order and/or the Reservation and their possible amendments shall take precedence over the wording of the GTCs.** The Client's general terms and conditions of business may be accepted only if the Parties expressly agree to this in writing.
3. **Kaštieľ Pálffy** means the accommodation facility titled **Kaštieľ Pálffy** located at Prostredná 49/13, 900 21 Svätý Jur, tel. contact: +421 918 321 072, e-mail address: event@kastielpalffy.sk, owned and operated by PALK a.s., with its registered office at Prostredná 13/49, 900 21 Svätý Jur, Company ID: 46 818 481, Tax ID: 2023621600, VAT ID: SK2023621600, entered in the Commercial Register of the Bratislava III Municipal Court, Section: Sa, File No. : 6823/B (hereinafter also referred to as "**Company**").
4. **Client** means a natural person or legal entity who concludes an agreement with Kaštieľ Pálffy for the provision of services or sends a binding Reservation to Kaštieľ Pálffy, or on whose behalf the Agreement for the provision of services is concluded by the Organizer, or on whose behalf the Organizer sends a binding Reservation to Kaštieľ Pálffy.
5. **Organizer** is a natural person or legal entity who is responsible for the event or Reservation from the organizational, technical or other aspect on behalf of the Client or at the Client's expense and to this end enters into a contractual relationship with Kaštieľ Pálffy.
6. **Parties** are Kaštieľ Pálffy and the Client.
7. **Early check out** means an early departure of the Client and termination of accommodation before the agreed date of departure from Kaštieľ Pálffy.
8. **Early check-in** means as an earlier arrival and check-in of the Client for his/stay in Kaštieľ Pálffy before 3.00 p.m. on the agreed date of arrival at the facility.
9. **Late check-out** is defined as a later departure of the Client a later termination of his/her stay in Kaštieľ Pálffy after 12.00 noon on the agreed date of departure from the facility.
10. **No show** means the Client's failure to present and begin his/her stay at Kaštieľ Pálffy without prior cancellation of the reservation of the booked Services.
11. **Service** is defined as any services provided by Kaštieľ Pálffy, in particular accommodation, catering and congress services.
12. **Service charge** – a fee of 5%, which the Company charges in addition to the prices of the goods sold, the Services provided and the accommodation tax, whereas said fee will be automatically added to the Client's final account. The Company has decided to proceed with the charge in its aim of continuous improvement and increasing of the quality of Services, as well as to incentivise and continuously educate its employees.
13. **ResDiary** – online reservation platform
14. The contractual relationship between Kaštieľ Pálffy and the Client on the provision of the Service or

Services may be concluded in the following form:

- a) a written **Agreement on the provision of services** (hereinafter referred to as “**Agreement**”) concluded between Kaštieľ Pálffy and the Client,
  - b) a written binding order (hereinafter referred to as “**Order**”) made between Kaštieľ Pálffy and the Client, or
  - c) confirmation of the Reservation by Kaštieľ Pálffy made in writing or by e-mail (hereinafter referred to as “**Reservation**”).
15. **Force majeure** is defined as an event arising independently of the will of Kaštieľ Pálffy and which prevents Kaštieľ Pálffy from delivering the Service or Services to the Client, unless it can be reasonably assumed that Kaštieľ Pálffy would avert or overcome this event or its consequences, or that it anticipated this event at the time when the obligation to the Client arose.
  16. **Event** is defined as a social event in which a larger number of Clients participate, i.e. usually 10 (ten) persons and more, and which is associated with the provision of several types of Services by Kaštieľ Pálffy.
  17. **Pricelist of Kaštieľ Pálffy** represents the price list of the apartments and other Services provided by Kaštieľ Pálffy as at the time of concluding the Agreement and/or at the time of provision of the Services.
  18. **Accommodation Rules** represent the document regulating the terms and conditions of accommodation in the apartments of Kaštieľ Pálffy available in the apartments and online at [www.kastielpalffy.sk](http://www.kastielpalffy.sk) which is binding for the Clients of Kaštieľ Pálffy upon their registration for the stay in the facility.
  19. **Complaints Procedure** is a document issued by Kaštieľ Pálffy, which regulates the conditions of filing complaints concerning the Services provided by Kaštieľ Pálffy which is available online at [www.kastielpalffy.sk](http://www.kastielpalffy.sk); the Complaints Procedure becomes binding for the Client upon his/her reservation of stay at Kaštieľ Pálffy or upon purchase of goods at its premises.
  20. **Reservation** is defined as a binding reservation of the Services by the Client by way of Kaštieľ Pálffy website at [www.kastielpalffy.sk](http://www.kastielpalffy.sk), via another booking system or, in the case of Events, a written order.
  21. **Gift Voucher (“Voucher”)** means an authorization of the holder of the Voucher to use specific purchased Services. The Voucher is issued by the Hotel and the validity is displayed on each Voucher individually. The Hotel reserves the right to define a period within a calendar year during which the Voucher shall not apply. The Client reserves the Services from the Voucher through the Kaštieľ Pálffy reservation department, over the phone at +421 52 285 35 03 or by e-mail at [reservations@kastielpalffy.sk](mailto:reservations@kastielpalffy.sk)
  22. **Tasting Dinner** means a special-experience dinner, during which a multi-course menu is served paired with wine or soft drinks. It represents a top-level culinary service offering a visual and gastronomic experience with a combination of high-quality and mostly local ingredients.
  23. These GTCs come into force on the date of their publication on the Kaštieľ Pálffy website at [www.kastielpalffy.sk](http://www.kastielpalffy.sk) and for the Client at the moment of concluding the Agreement pursuant to Art. I Section 12 a) of these GTCs, or possibly at the moment of sending the Reservation to Kaštieľ Pálffy pursuant to Art. I Section 12 b) and c) of these GTCs.
  24. When making the Reservation, the Client confirms his/her consent to these GTCs
  25. Kaštieľ Pálffy reserves the right to amend these GTCs. The obligation to elaborate a written copy of the GTCs is fulfilled by publishing the document on the Kaštieľ Pálffy website at [www.kastielpalffy.sk](http://www.kastielpalffy.sk).

### Services

1. By concluding the Agreement, Kaštieľ Pálffy undertakes to provide the Client with the Services, in particular, in the extent and quality specified in the Agreement, or Order, whereas the Client is obliged to pay Kaštieľ Pálffy the agreed price for the Services as well as compensate for any damage caused in connection with the use of these Services.
2. Kaštieľ Pálffy provides accommodation services under the following conditions:
  - a) Based on the Agreement, Kaštieľ Pálffy is obliged to enable temporary use of the apartment reserved by the Client from 3.00 p.m. on the agreed date of the Client's arrival for accommodation. The Client is entitled to an Early check-in only if he/she has expressly agreed to this with Kaštieľ Pálffy when concluding the Agreement while the applicable price list applies;
  - b) The Client is obliged to vacate and leave the apartment no later than on 12.00 (noon) on the agreed date of departure from the accommodation in Kaštieľ Pálffy unless otherwise agreed in advance between the Parties;
  - c) in the case of Late check-out, the Kaštieľ Pálffy is entitled to charge the Client a fee in the amount specified in the Kaštieľ Pálffy Price List.  
provided that the Client is obliged to pay these fees without entitlement to any other Services of Kaštieľ Pálffy associated with accommodation;
  - d) in case of Early check-in before 07.00 a.m., the Client is obliged to pay Kaštieľ Pálffy the price of accommodation for the entire previous night;
  - e) in the event the Client fails to check-in in Kaštieľ Pálffy by 10 p.m. (22:00) on the agreed date of arrival, Kaštieľ Pálffy shall be entitled to provide the reserved apartment to another Client, unless otherwise agreed between the Parties and the failure to check-in in Kaštieľ Pálffy shall be deemed as the so-called *No-show* to which No-Show cancellation fees apply according to the conditions specified in the confirmation of the Reservation;
  - f) The Client is obliged to inspect the handed-over apartment immediately after its handover by the authorized employee of Kaštieľ Pálffy for temporary use and to report any possible deficiencies, irregularities or reservations immediately after identification. The Client is also obliged to proceed the same if he/she identifies any damage to the apartment or its equipment and furnishing. In the event that Kaštieľ Pálffy identifies any damage to the apartment or its equipment and furnishing after the Client's accommodation is over without the Client notifying the authorized employee of Kaštieľ Pálffy, the Client shall be obliged to compensate Kaštieľ Pálffy for the damage to the apartment.
3. Kaštieľ Pálffy is not responsible for failure to fulfil the Service or Services ordered by the Client due to Force Majeure.

### III

#### Prices of Services and payment terms

1. The Client is obliged to pay Kaštieľ Pálffy the agreed price for the Services provided; this also applies to the Service provided by Kaštieľ Pálffy to third parties on the basis of the Client's explicit request.
2. In the event the price of the Service was not agreed between the Parties in the Agreement or in the Order, the Client is obliged to pay for the provided Service the price specified in the Price List of Kaštieľ Pálffy applicable at the time of Service provision.
3. Prices for the Services listed in the Price List are final and include value added tax, however, they do not

include local taxes, which the Client will pay upon final settlement upon leaving Kaštieľ Pálffy.

4. Kaštieľ Pálffy may change the price of the Services compared to the Price List where the Client additionally changes the number of reserved apartments, the scope of the Services provided, the length of stay or other conditions with the consent of Kaštieľ Pálffy.
5. When concluding the Agreement/Order, Kaštieľ Pálffy shall be entitled to demand payment in advance from the Client.
6. Unless the Parties agree otherwise in advance, the basis for the settlement of reserved and used Services by the Client is a tax document in the form of (i) an invoice or (ii) final settlement accompanied by a bill from the cash register in case of payment by card or cash. Both documents shall be issued on the day of the Client's departure from the accommodation in Kaštieľ Pálffy, or on the day when the Client used the reserved Service.
7. The invoice must contain all the particulars and requirements stipulated by the applicable legal regulations of the Slovak Republic. The invoice is due in 1 (one) to 14 (fourteen) days from its date of issue unless it has been paid by card or in cash; in the case of a bank transfer, the invoice shall be considered paid on the day when Kaštieľ Pálffy could dispose of the amount paid, i.e. the day on which the relevant amount is credited to the Kaštieľ Pálffy's account specified in the invoice.
8. Payment by card can be made before and after using the Services, based on the data necessary to make the payment provided by the Client.
9. In the case of a claim receivable of Kaštieľ Pálffy against the Client in the amount exceeding the amount of EUR 30 (thirty euro), Kaštieľ Pálffy shall issue an invoice for the payment of the claim. Should the invoice be not duly and timely paid, Kaštieľ Pálffy will recover the amount in accordance with the relevant legal regulations.
10. In the event of a delay in the Client's payment for the provided Service, Kaštieľ Pálffy is entitled to charge the Client statutory default interest in accordance with the applicable legal regulations of the Slovak Republic.

#### **IV Events**

1. The scope of Services provided by Kaštieľ Pálffy in connection with holding of an Event is specified in the Agreement and/or the Order. If the Services have been agreed by the Parties but have not been precisely and/or sufficiently clearly specified, Kaštieľ Pálffy is entitled to provide the Client (Organizer) with the Services as determined by Kaštieľ Pálffy itself within the agreed total price quote.
2. Kaštieľ Pálffy is obliged to provide the agreed Services properly, on time and in the usual quality for the number of participants in the Event according to the conditions agreed in the Agreement and/or the Order made by the Client. The quality of the provided Services depends on the cooperation of the Organizer consisting primarily in the observance of the agreed schedule (both in terms of time and subject-matter) of the Event.
3. To ensure and properly prepare the Event, the Client is obliged to notify Kaštieľ Pálffy of the final number of participants in the Event no later than 14 (fourteen) working days before the Event is held, otherwise the number of participants in the Event specified in the Agreement/Order is taken into account.
4. A change in the number of participants in the Event by more than 5% (five percent) compared to the originally reported number must be agreed in advance with Kaštieľ Pálffy. In the event of such a change in the number of participants in the Event, Kaštieľ Pálffy reserves the right to unilaterally change the

price for the booked Services and/or change the premises reserved for the Event and/or the agreed standard and/or the technical equipment of the Event premises. In the event of a change in the scope of Services provided at the Client's request, Kaštieľ Pálffy will provide a change in the scope of Services provided according to its own possibilities while treating the Client's request with due professional care. However, the Client shall have no legal entitlement to change/increase the scope of Services provided.

5. For Events lasting longer than 10 p.m. (22.00), and unless the agreed price already takes into account such longer duration of the Event, Kaštieľ Pálffy may charge a service surcharge (service fee) of EUR 200 (two hundred euro) for each initiated hour of the Event lasting after 10 p.m. (22.00), in accordance with the applicable Price List.
6. The Client is not entitled to supply the Event with its own meals or beverages and/or to bring meals and beverages to the Event with the exception of a prior express written agreement with Kaštieľ Pálffy. Otherwise, Kaštieľ Pálffy has the right to cancel the Event without the right to a refund the Client for the entire Event.
7. The Client is obliged to pay for the consumption of food and beverages reserved by the participants of the Event exceeding the agreed scope of the reservation and the total price quote.
8. The Client is obliged to pay for the Services booked by the participants of the Event exceeding the agreed scope of the reservation and the total price quote for the Services.
9. If Kaštieľ Pálffy procures technical and other equipment from third parties for the Client on the basis of his/her request, it always acts on behalf of the Client and at their expense. Kaštieľ Pálffy therefore does not incur any obligations towards third parties and any claims of third parties from the use of this equipment are claims only against the Client.
10. Usage of the Client's own electrical, electronic, or technical equipment exceeding the reasonable extent, or usage of such equipment by the participants of the Event while using Kaštieľ Pálffy's power supply network requires a prior written consent of Kaštieľ Pálffy. Kaštieľ Pálffy reserves the right to charge separately for the use of such devices and equipment, which increase the costs of power supply or operating costs of Kaštieľ Pálffy beyond the reasonable extent. The Client is obliged to ensure the compatibility of his/her own electrical, electronic, technical equipment with the electrical and other equipment of Kaštieľ Pálffy, its fire regulations and to operate them in accordance with these regulations.
11. Any failures or damage to the technical equipment of Kaštieľ Pálffy caused by the use of equipment according to Art. IV Section 10 of these GTCs shall be full responsibility of the Client, who shall be obliged to pay any costs associated with reinstatement of the equipment. Kaštieľ Pálffy is entitled, through its employees or third parties, to inspect such equipment and facilities and to adopt measures to prevent or avoid the occurrence of such a situation and the Client as well as the participants of the Event, are obliged to endure such inspection and measures.
12. The Client shall be responsible for the safety of the used technical, electronic or electrical equipment.
13. Any decorative material or other objects brought into Kaštieľ Pálffy must comply with fire regulations and must be used and operated in accordance with said regulations. In order to prevent possible damage, carrying of any items into Kaštieľ Pálffy exceeding the usual and reasonable extent as well as their installation and placement exceeding the usual and reasonable extent shall be subject to prior consent of Kaštieľ Pálffy.
14. Any other decorative and exhibited items brought in must be removed immediately after the end of the Event. If the Client fails to ensure the removal of said items and leaves them at the premises, Kaštieľ

Pálffy shall be entitled to charge the Client rental fee for the Event facilities until the removal of these items. Kaštieľ Pálffy is also entitled to remove and store these items at the Client's expense without concluding an agreement on custody or deposition of the items.

15. The Client is obliged to use the provided premises of Kaštieľ Pálffy to the extent appropriate to their nature, in a reasonable and orderly manner, not exceeding the usual extent and in accordance with the purpose of the provision of the premises and to hand them over to Kaštieľ Pálffy in the condition as taken over, taking into account the usual wear and tear. Should any damage to the premises be identified after the Event, about which the Client failed to notify in advance, or possibly, upon taking over the premises, it shall be considered that the damage was incurred during the Client's Event and therefore the Client shall be liable for said damage.
16. The Client undertakes to observe and fulfil at the venue where the Event is held, as well as in other premises if Kaštieľ Pálffy, all obligations arising from the regulations on occupational health and safety, property protection and fire protection, in particular under Act no. 124/2006 Coll. on occupational health and safety and on amendments to certain acts as amended, from Act no. 314/2001 Coll. on fire protection as amended by later regulations and Decree of the Ministry of Interior of the Slovak Republic no. 121/2002 Coll. on Fire Prevention as amended.
17. The Client undertakes to observe and fulfil all obligations arising from the regulations on environmental protection at the venue where the Event is held, as well as at the premises of Kaštieľ Pálffy.
18. The Client is not entitled to make any changes to the premises of Kaštieľ Pálffy without the prior written consent of Kaštieľ Pálffy.
19. The Client is fully liable for the damage and harm caused to the interior equipment of Kaštieľ Pálffy.
20. The Client is obliged to protect the leased premises of Kaštieľ Pálffy, the building of Kaštieľ Pálffy as well the property located therein it from any damage or destruction. In the event of imminent damage, the Client undertakes to reasonably intervene to avert this damage in a manner appropriate to the circumstances of the threat.
21. The Client is entitled to display banners and boards in the premises of Kaštieľ Pálffy displaying the logos, names and type of activities related to the Event or the Client himself/herself only with the prior written consent of Kaštieľ Pálffy. The content, graphic design and condition of these banners and boards must not create an unfavourable impression among the public, must not infringe the copyrights of third parties and must comply with legal regulations applicable in the territory of the Slovak Republic. The Client is obliged to remove these banners and boards as well as any pollution of the premises they may cause immediately after the end of the Event or before leaving Kaštieľ Pálffy.
22. In the event that the Client leaves the premises of Kaštieľ Pálffy dirty or leaves any waste carried to the premises (boxes, bags, decorations, etc.), he/she is obliged to pay Kaštieľ Pálffy the fee of at least EUR 50 (fifty euros) or more, depending on the extent of contamination, for cleaning and vacating each used premises.
23. Kaštieľ Pálffy shall not be liable for any clients' injuries caused during leisure activity of any kind unless the harm was caused by Kaštieľ Pálffy due to its gross negligence or intent.

1. Unless a separate written agreement has been concluded between the Parties on the amount of the advance for the Event Services, Kaštieľ Pálffy shall be entitled to demand from the Client an advance payment of up to 100% (one hundred percent) of the price quote based on an advance invoice issued by Kaštieľ Pálffy after confirming the binding quote. The advance invoice is due within 14 (fourteen) days from the date of its issuance, in the case of weddings within 7 (seven) days from the date of its issue.
2. Paid advance according to Art. V (1) of these GTCs shall not be returned in case of cancellation of the Services of the Event and will be used as a cancellation fee in accordance with the cancellation conditions specified in Art. VI. of these GTCs. If the advance paid is higher than the specified cancellation fee, the remaining part of the advance shall be refunded to the Client.
3. In the event that the advance under Art. V (1) of these GTCs fails to be paid duly and on time, Kaštieľ Pálffy reserves the right to cancel the Event Reservation without prior notice.

## **VI**

### **Cancellation policy - Groups/Individual Clients**

1. In the event that the Client who is an individual consumer has concluded an Agreement with Kaštieľ Pálffy remotely or outside the premises of Kaštieľ Pálffy according to Act no. 108/2024 Coll. on consumer protection, regarding the sale of goods or the provision of services on the basis of a distance contract or an off-premises contract and amending certain acts (hereinafter "**ACP**"), in accordance with Section 19 (1) I) of the ACP, such Client shall not be entitled to withdraw from this Agreement.
2. In the case of ordered Services (wedding reception), the cancellation fee shall be determined as a percentage of the total price of all ordered Services as follows:
  - The client shall be obliged to pay Kaštieľ Pálffy a cancellation fee in the amount of:
    - (i) 20% (twenty percent) of the total price, if the Client cancels the Order after a binding reservation of the wedding date, which was confirmed by paying the 1<sup>st</sup> advance payment;
    - (ii) 100% (one hundred percent) of the total price, if the Client cancels the Order after a binding reservation, while there are 60 (sixty) or fewer days left until the wedding date.
3. In the case of ordered Services (other than wedding receptions), the cancellation fee shall be determined as a percentage of the total price of all ordered Services as follows:
  - Where the Client has booked Services for 50 (fifty) or more guests in this Order, the Client shall be obliged to pay to Kaštieľ Pálffy a cancellation fee in the amount of:
    - (i) 10% (ten percent) provided that the Client cancels this order 90 (ninety) days from the date of its confirmation by Kaštieľ Pálffy;
    - (ii) 50% (fifty percent) of the total price where the Client cancels the Order 89 (eighty-nine) to 60 (sixty) days before the planned date of provision of Services on the date of cancellation;
    - (iii) 100% (one hundred percent) of the total price where the Client cancels the Order 59 (fifty-nine) or fewer days before the planned date of provision of the Services on the date of cancellation.
  - In the event that the Client has reserved the Service for the maximum of 49 (forty-nine) or fewer guests with the Order, he/she shall be obliged to pay the cancellation fee in the amount of:
    - (i) 10% (ten percent) provided that the Client cancels this order 60 (sixty) days from the date of its confirmation by Kaštieľ Pálffy
    - (ii) 50% (fifty percent) of the total price where the Client cancels the Order 59 (fifty-nine) to 14 (fourteen) days before the planned date of provision of the Services;
    - (iii) 100% (one hundred percent) of the total price where the Client cancels the Order 13 (thirteen) or fewer days before the planned date of provision of the Services.

4. In the event of cancellation of the Agreement (withdrawal from the Agreement or part thereof by the Client) or failure of the Client to use the reserved Services in emergencies, which include illness, death, disaster or other emergencies, the severity of which depends on the assessment by Kaštieľ Pálffy, then Kaštieľ Pálffy shall be entitled to waive the right to payment of the cancellation fee on the basis of the submission of credible evidence demonstrating the serious grounds causing such termination of the Agreement.
5. In the event of cancellation of the Agreement (withdrawal from the Agreement or part thereof) by the Client or failure of the Client to use the reserved Services, Kaštieľ Pálffy will send the Client a written or e-mail notification of its exercising of the right to cancellation fee and its amount in accordance with these GTCs within 14 (fourteen) days from the day of delivery of the Client's withdrawal from the Agreement or its part to Kaštieľ Pálffy or from the day when the reserved Services were to be provided.
6. The Client acknowledges that, in the event of cancellation of the Agreement (withdrawal from the Agreement or part thereof) by the Client or failure of the Client to use the reserved Services, Kaštieľ Pálffy shall be entitled to unilaterally set off the Client's claim against Kaštieľ Pálffy to return the amount for Services paid by the Client when making an online reservation against the claim by Kaštieľ Pálffy for the payment of cancellation fee as specified in these GTCs in the amount in which said two receivables mutually overlap, whereas the amount exceeding the mutual receivables of the Client and Kaštieľ Pálffy shall be paid by Kaštieľ Pálffy to the Client by cashless bank transfer to the Client's bank account from which the reservation amount was paid in the online booking of the Services within 30 (thirty) working days from the day following the date of delivery of the notification of cancellation of the Agreement (withdrawal from the Agreement or part thereof) by the Client or from the date of Client's failure to use the reserved Services. Any bank fees associated with the refund of the amount for the reserved Services or part thereof to the Client shall be borne by the Client.
7. Where the Client makes an online reservation for the Services, any changes to this reservation may be performed in the following manner:
  - a) in writing, by a registered letter sent to the postal address Prostredná 13/49, 900 21 Svätý Jur;
  - b) by phone at +421 522 853 503, or
  - c) by an e-mail sent to the e-mail address of Kaštieľ Pálffy at: [reservations@kastielpalfy.sk](mailto:reservations@kastielpalfy.sk)
8. When requesting a change to an online reservation, the Client is always obliged to provide the reservation number that was assigned to him/her when making the online reservation and sent to the e-mail address the Client entered when making the online reservation.
9. If the Client requests a change to an online reservation, which cannot be complied with due to capacity limitations or other reasons related to facility operation, Kaštieľ Pálffy will take all steps to comply with the Client's requirements, however, Kaštieľ Pálffy shall not be obliged to comply with the Client's request to change the existing online reservation and the Client shall not be entitled to any damages or any other consideration by Kaštieľ Pálffy due to the impossibility of changing the existing online reservation.

## VII

### **Withdrawal from the Agreement by Kaštieľ Pálffy**

1. Kaštieľ Pálffy is entitled to withdraw from the Agreement where:
  - a) this right has been agreed in writing with the Client for the reasons stated in the Agreement or in the Order;
  - b) the Client does not insist on performance by Kaštieľ Pálffy;



- c) the Client has outstanding overdue liabilities to Kaštieľ Pálffy;
  - d) an advance payment or a deposit has been agreed in the Reservation, and the Client has not fulfilled his/her obligation in time, while Kaštieľ Pálffy may withdraw from the Agreement no later than at the moment of fulfilment of this obligation by the Client;
  - e) other circumstances arose for which Kaštieľ Pálffy is not responsible (e.g. Force Majeure), which make the performance of the Agreement/Order impossible;
  - f) The Services have been booked with false, misleading or incorrect information or other material facts provided by the Client;
  - g) Kaštieľ Pálffy has a reasonable reason to believe that the use of its Services could endanger proper operation, safety or reputability of Kaštieľ Pálffy among the public, or
  - h) the Client breaches and/or violates the provisions of these GTCs and/or the Accommodation Rules.
2. In the event of a justified withdrawal of Kaštieľ Pálffy, no right of the Client to compensation for damages arises.

## VIII

### **Liability for any damage caused to items brought-in or left at the premises**

1. Kaštieľ Pálffy shall be liable for damage caused to items brought-in or left at the premises which were brought-in by or for the Clients unless the damage would have also been incurred otherwise. Brought-in items are items carried into Kaštieľ Pálffy's premises, which were reserved for accommodation or storage of items, or which were handed over for this purpose to one of the employees of Kaštieľ Pálffy.
2. Kaštieľ Pálffy shall be liable for the total damage done to items, including jewellery, money and other valuables only up to the amount specified in the implementing regulation to Act no. 40/1964 Coll. Civil Code as amended.
3. No safe-keeping contract is concluded by providing a place to park a motor vehicle in the car park next to Kaštieľ Pálffy, even if provided for a fee. Kaštieľ Pálffy shall not be liable for the loss or any damage to accessories, contents nor the whole motor vehicle parked on the premises of Kaštieľ Pálffy's operator.

## IX.

### **Vouchers**

1. Gift Vouchers (Vouchers) can be used once for the purchase of selected Services depending on the type of the selected Voucher, not later than by the date of validity of the given Voucher. Payment for the order of the Service can be made through the payment gateway or through the online reservation system in case it concerns the Voucher.
2. After the expiry of the Voucher, the Client loses the entitlement to the provision of the rights arising from Voucher issue without any claim to a refund of the price for the Service. The same applies also should the Client fail to present at the location of provision of the Service.
3. In the case of purchasing a Gift Voucher for Tasting Dinners, reservation is possible according to the available capacity and dates of the planned Tasting Dinners, however, at least 24 (twenty-four hours) before the Tasting Dinner itself, where the capacity allows for it. The reservation may be cancelled free of charge no later than 48 (forty-eight) hours before the ordered date of the Tasting Dinner.
4. In case of cancellation of the Tasting Dinner Purchase purchased through a Voucher less than 48 (forty-eight) hours in advance, a cancellation fee of 100% (one hundred percent) of the price of Voucher

(ordered Services) will be applied. The Voucher thereby becomes invalid and can no longer be applied.

5. With regard to the Voucher for accommodation services, the Client acknowledges that the price of the Voucher does not include the local tax in the amount specified in the currently applicable generally binding regulation issued by the municipality of Svätý Jur.

## **X.**

### **ARTE restaurant Tasting Dinner Reservation and online reservation of a table in Hostinec Palatín restaurant**

1. The Client can enjoy and experience the unique gastronomic atmosphere through the Tasting Dinner in the ARTE restaurant. The reservation of the Tasting Dinner is conditional on the verification of the Client's debit card data in the ResDiary platform.
2. In the case of online booking of the Tasting Dinner in the ARTE restaurant, the same cancellation fees apply as for the purchase of the Voucher for the Tasting Dinner referred to in Art. IX par. 3 and 4 of these GTCs. Tasting dinner in ARTE restaurant is confirmed for the ordered date and time and for the specified number of guests. In the event that the Client fails to present at the Tasting Dinner, Kaštieľ Pálffy is entitled to withhold funds from the Client's debit card amounting to 100% of the cancellation fee, i.e. 100% of the value of the Tasting Dinner, according to the specific number and types of Tasting Dinners reserved.
3. The tasting dinner in the ARTE restaurant is not suitable for children under 12 (twelve) years of age. The client is obliged to notify the staff of ARTE restaurant in advance concerning any health restrictions (allergies). Any change in the composition of meals and individual ingredients shall not be available for Tasting Dinners and no different alternative of the Tasting Dinner shall be available (with the exception of a vegetarian alternative).
4. In the case of online reservation of a table to Hostinec Palatín restaurant, payment in advance is not required, unless otherwise specified by the Kaštieľ Pálffy, however, when booking online via ResDiary, the Client is required to state the exact date and time of reservation and the selected number of guests. The restaurant will hold your reservation for any given date and time for the maximum of 15 (fifteen) minutes, and after this time limit expires, the table reservation in Hostinec Palatín restaurant shall be terminated.
5. When visiting ARTE and Hostinec Palatín restaurants, it is advised to follow smart casual dress code – for ladies, we recommend a dress, long trousers, blouse/shirt, dress shoes, and for gentlemen long trousers, shirt/sweater and dress shoes. Pets are not allowed in ARTE and Hostinec Palatín restaurants.

## **XI.**

### **Final Provisions**

1. These GTCs and the legal relations established on the basis of these GTCs are governed by Slovak law.
2. Any disputes arising from these GTCs, and the Agreement shall be subject to competent courts in the Slovak Republic.

3. The resolution of Clients' complaints concerning the Services provided by Kaštieľ Pálffy shall be regulated by the Complaints Procedure of Kaštieľ Pálffy. In the event that the Client as a consumer is not satisfied with the manner in which Kaštieľ Pálffy handled his/her complaint, or where he/she believes that Kaštieľ Pálffy has violated their rights, the Client has the right to turn to Kaštieľ Pálffy as the seller with a request for remedy.
4. If Kaštieľ Pálffy negatively responds to the Client's request pursuant to the previous sentence or where it fails to respond altogether to such a request within 30 (thirty) days from the date of its sending by the Client, the Client shall have the right to file a proposal to initiate alternative dispute resolution as laid down in Section 12 of the Act 391/2015 Coll. on Alternative Dispute Resolution and on amendments to certain laws.
5. The competent entity for the alternative resolution of consumer disputes with Kaštieľ Pálffy as the seller is:
  - a) Slovenská obchodná inšpekcia ("Slovak Trade Inspection"), which can be contacted for this purpose at the Ústredný inšpektorát SOI, Odbor medzinárodných vzťahov a ARS, Prievozská 32, poštový priečinok 29 ("Central Inspectorate of SOI, Department of International Relations and ADR, Prievozská 32, postal box 29"), 827 99 Bratislava, or electronically at [ars@soi.sk](mailto:ars@soi.sk), or [adr@soi.sk](mailto:adr@soi.sk), or
  - b) another relevant authorized legal entity entered in the list of ADR entities maintained by the Ministry of Economy of the Slovak Republic;whereas the Client has the right to choose which of the listed entities of alternative dispute resolution he/she shall contact.
6. Should any individual provision of these GTCs be or become null and void, this does not affect the force or effect of other provisions of these GTCs.
7. Unless otherwise agreed between the Parties and/or in these GTCs, in case of mutual written correspondence, the delivery to the Parties shall be made in person, by registered letter with delivery note or courier, or in another agreed form to the address specified in the Agreement, Reservation or to another address notified to the other Party. In case of failed delivery, including rejection of the shipment by one of the Parties, the date of returning of the shipment to the sender shall be considered as the date of due delivery.
8. When using the Service or Services of Kaštieľ Pálffy, the Client undertakes not to infringe the intellectual property rights of Kaštieľ Pálffy and/or third parties. Kaštieľ Pálffy shall not be liable for any infringement of intellectual property rights of third parties by the Client. The Client is obliged to compensate for any damage caused to Kaštieľ Pálffy or to third parties in connection with the infringement of intellectual property rights under Art. IX par. 8 of these GTCs.
9. Personal data provided in the process of booking of Services by the Client or in the process of using the Services or in connection with the use of the Services will be processed in accordance with relevant legislation in the field of personal data protection, in particular Regulation (EU) 2016/679 on the protection of individuals and on the free movement of such data, repealing Directive 95/46 / EC (General Data Protection Regulation) (hereinafter referred to as "**GDPR**"). The provided personal data will be processed in the information system titled HOREC - hotel system for the needs of reservation of Services, drafting of the Agreement, using of the Services and their settlement. Further details on the processing of personal data are provided online at [www.Kastielpalfy.sk](http://www.Kastielpalfy.sk) and the data protection officer can be reached at **[dpo@Kastielpalfy.sk](mailto:dpo@Kastielpalfy.sk)**
10. Personal data will be provided or disclosed only in accordance with the GDPR to recipients, third parties

and processors (who provide the administration, operation or servicing of the individual systems for the provision of Services for Kaštieľ Pálffy).