

COMPLAINTS PROCEDURE

1. Introductory provisions

1.1 This Complaints Procedure regulates the procedure for asserting complaints about services provided by **ARCADE spol. s r.o.**, with its registered office at Námestie SNP 5, 974 01 Banská Bystrica, Company ID No. 46 968 806, entered in the Commercial Register of the District Court Banská Bystrica, Section: Sro, Insert No. 23489/S (hereinafter the “**Provider**”), namely accommodation, catering and other hotel services (hereinafter jointly also only the “**services**”) in **Arcade Hotel**, Jána Cikkerova 1, Banská Bystrica, 974 01 (hereinafter the “**Hotel**”), by Hotel clients – natural persons acting as consumers pursuant to § 2 (a) of Act No. 250/2007 Coll. on Consumer Protection and on amendment of the Act of the Slovak National Council No. 372/1990 Coll. on Offences, as amended (hereinafter the “**Consumer Protection Act**”), in conjunction with § 52 (4) of Act No. 40/1964 Coll., the Civil Code, as amended (hereinafter the “**Civil Code**”) (hereinafter the “**Guest**”). This Complaints Procedure also relates to asserting complaints about goods sold by the Provider.

1.2 Complaints of clients – legal entities and natural persons-entrepreneurs who are not consumers – are governed by the relevant provisions of Act No. 513/1991 Coll., the Commercial Code, as amended (hereinafter the “**Commercial Code**”).

1.3 The Complaints Procedure applies to asserting claims for defects of accommodation, catering and other hotel services provided by the Provider in the Hotel from the moment the Guest checks in until departure. It also applies to the sale of supplementary goods in the Hotel.

1.4 By this Complaints Procedure, in accordance with § 18 (1) of the Consumer Protection Act, the Provider duly informs the customer of the conditions and manner of asserting rights arising from liability for defects (hereinafter the “**complaint**”), including information on how and where a complaint may be asserted.

1.5 Provision of services is governed by the relevant provisions of the Civil Code in conjunction with the Consumer Protection Act and other generally binding legal regulations.

1.6 The Guest has the right to be provided accommodation, catering and other hotel and supplementary services in the agreed or ordinary scope, quality, quantity and time, and/or goods of ordinary quality.

1.7 A complaint is the assertion of liability for defects of the provided service or of supplementary goods sold by the Provider to customers in the Hotel.

2. Liability for defects

2.1 The Provider is liable for defects that the service has when provided to the Guest or that the sold goods have when taken over by the Guest.

2.2 Provisions on the warranty period are governed by §§ 620 and 621 of the Civil Code in the case of a Guest who is a consumer; otherwise by the relevant provisions of the Commercial Code.

2.3 A change of the goods occurring during the warranty period due to its wear and tear, improper use or unauthorised or incorrect intervention in the goods is not considered a defect.

2.4 The Guest is obliged to inspect and check the goods upon receipt and/or the service when provided.

2.5 Obvious defects are defects detectable when taking over the goods and/or provided service (e.g. quantity discrepancy, poorly provided service) which the Guest is obliged to notify the Provider immediately.

2.6 The Provider is not liable for defects of which the Guest knew upon concluding the contract or, considering the circumstances in which the contract was concluded, had to know, unless the defects concern properties of the provided service and/or goods that they were supposed to have under the contract. The Provider is not liable for defects caused by the Guest, nor for defects of which the customer knew or had to know before the commencement of the service and/or the takeover of the goods, or was expressly and clearly notified of by the Provider, nor for defects caused by force majeure.

3. Guest's right to complain

3.1 If the Guest is provided services of lower quality or scope than previously agreed or than usual, the Guest has the right to complain. The Guest may assert the complaint by requesting removal, supplementation, replacement, provision of a new service, or an adequate discount from the price paid for the services.

3.2 The Guest is obliged to assert claims for defects of services and/or goods (complaint) without undue delay after discovering reasons for the complaint (defect or defects of services and/or goods), in the case of services at the latest before the end of the stay and in the case of goods no later than the expiry of the warranty period; otherwise the right to complain expires. The Provider will disregard complaints asserted after the set period.

3.3 The Guest must assert a complaint about services and/or goods in person with the responsible employee of the Provider in accordance with point 4.6 of this Complaints Procedure. A Guest must assert a complaint regarding hidden defects of goods occurring during the warranty period in person with the responsible employee (point 4.6), or in writing to the Provider's registered office address, or electronically by e-mail to: **manager@arcade.sk**. When asserting a goods complaint in writing or electronically, the customer must send the complained-about goods to the address designated by the Provider when the complaint is filed.

3.4 The Provider is obliged to accept the Guest's complaint in the Hotel through an authorised employee of the Provider when the complaint is made.

4. Method and deadlines for asserting complaints. Rights and duties of the Guest in complaint handling; Guest cooperation.

4.1 If the Guest discovers reasons and facts that may be the subject of a complaint, he is obliged to assert the complaint immediately, without undue delay, with the responsible employee of the Provider.

4.2 When asserting the complaint, the Guest must present proof of purchase of the services and/or goods (order, invoice, cash register receipt, contract, etc.) if such a document is available.

4.3 If the nature of the complained performance requires it, the Guest must also present the item whose defect is alleged during the complaint procedure.

4.4 The responsible employee records the complaint in a complaint protocol, stating the circumstances of the complaint and the defects indicated by the customer. The Provider issues a confirmation to the Guest about the complaint. After careful examination, the Provider decides on the manner of complaint handling immediately, in complex cases within three working days. If the complaint cannot be handled within the above period, the Provider informs the Guest of the deadline for handling the complaint. The period for handling a complaint must not exceed 30 days from its assertion. For the purpose of handling a complaint, the Guest must provide contact details through which he will be informed about the manner of handling if the complaint cannot be handled immediately in the Hotel.

4.5 The Guest must provide the cooperation necessary for handling the complaint, in particular give information about objective facts concerning the complaint. If the nature of the complaint requires, the Guest must allow authorised employees of the Provider to enter the premises provided for his temporary accommodation so they can verify the legitimacy of the complaint.

4.6 A complaint is asserted to the individual managerial employees of each Hotel department or to an authorised Hotel employee.

5. Complaint handling

5.1 Remediable defects

If the defect is remediable, the Guest has the right to request that the Provider duly, promptly and free of charge remove the defect.

5.1.1 For accommodation services, the Guest has the right to the free, proper and timely removal of deficiencies so that the accommodation service meets the declared standard.

5.1.2 For catering services, if the correct weight, temperature or measure is not observed, the Guest has the right to request free, proper and timely correction of the error. Defects concerning the quality of food and beverages intended for immediate consumption must be complained of immediately upon discovery directly in the restaurant to the serving staff (i.e. no more than 1/4 of the portion of food or beverage should be consumed). If the discovered defects concern the quantity or weight of food and/or beverages intended for immediate consumption, the Guest must complain before starting consumption (i.e. before the first tasting).

5.1.3 If the defect of goods is remediable, the Guest has the right to have such defect removed free of charge, promptly and properly. Instead of defect removal, the Guest may request replacement of the goods, or, if the defect concerns only a part of the goods, replacement of the

part, provided the Provider would not incur disproportionate costs given the price of the goods or seriousness of the defect. The Provider may always replace the defective goods with fault-free goods instead of removing the defect, provided disproportionate costs are not incurred.

5.2 Irremediable defects

5.2.1 If technical defects in accommodation services cannot be removed and the Provider cannot provide the Guest with other substitute accommodation, or provide accommodation in another room of the same category in the Hotel, and accommodation in the given room is still provided to the Guest despite these defects, the Guest, after agreement with the Provider, has the right to an adequate discount from the accommodation price. Otherwise, the Guest has the right to withdraw from the contract before the first overnight stay and to a refund of the accommodation price paid. If, by unilateral decision of the Provider, there is a substantial change in accommodation compared with that ordered by the Guest and confirmed by the Provider in the Accommodation Contract, and the Guest disagrees with the substitute accommodation provided, the Guest likewise has the right to withdraw from the Accommodation Contract before overnight stay and to a refund of payment.

5.2.2 If defects in catering services cannot be removed, the Guest has the right to complete replacement of the dish or beverage, or to a refund of the price paid.

5.2.3 If the defect in goods cannot be removed and prevents the goods from being properly used as a fault-free item, the Guest has the right to replacement of the goods or to withdraw from the contract with the Provider. The same applies to remediable defects if the defect recurs after repair or if there are a larger number of defects preventing the proper use of the goods. In the case of other irremediable defects, the Guest has the right to an adequate discount on the price of the goods.

5.3 The Guest has the right to reimbursement of necessary costs incurred in connection with asserting the complaint.

5.4 The Provider reserves the right to assess each individual complaint case individually.

6. Personal data protection

6.1 Information on personal data protection is provided in the Provider's Privacy Policy and Processing of Personal Data, published on the website **www.arcade.sk**.

7. Final provisions

7.1 Alternative dispute resolution: If the Guest – consumer – a natural person who, when concluding and performing a consumer contract, does not act within the scope of his business activity, employment or profession, is not satisfied with the manner in which the Provider handled his complaint or believes that the Provider has violated his rights, the Guest has the right to contact the Provider as the service provider and seller of goods with a request for remedy. If the Provider replies to the Guest's request under the previous sentence in a negative way or does not respond within 30 days from the date the request was sent by the Guest, the Guest has the

right to submit a proposal to initiate alternative dispute resolution to an entity of alternative dispute resolution pursuant to § 12 of Act No. 391/2015 Coll. on Alternative Resolution of Consumer Disputes and on Amendments to Certain Acts. The competent entity for alternative consumer dispute resolution is the **Slovak Trade Inspection**, which can be contacted for this purpose at the address Ústredný inšpektorát SOI, Bajkalská 21/A, 827 99 Bratislava 27, P.O. Box 29, or electronically at **ars@soi.sk** or **adr@soi.sk**.

7.2 This Complaints Procedure becomes valid and effective on **1 January 2025**.

7.3 The Complaints Procedure is published on the Hotel's website **www.arcade.sk** and is available at the Hotel reception. By accepting the service and/or taking over the goods, the consumer confirms that he has been acquainted with this Complaints Procedure.

In Banská Bystrica, on 01 January 2025