

General commercial Terms and Conditions n° 2/2013 of Yasmin hotel ** in Košice**

ARTICLE 1

INTRODUCTORY PROVISIONS AND DEFINITIONS

1. These General Terms and Conditions (hereinafter "GTC") are adopted and approved by the company PROMENÁDA, a.s., established on Tyršovo nábrežie 1, 040 01 Košice, Registration number: 35 908 467, registered in the Commercial Register of the District Court Košice I, section: Sa, File No.1466/V (hereinafter „PROMENÁDA, a.s “).

2. These GTC have defined terms and expressions following meanings described below, unless the context in which they are used does not require application of another meaning:

a) Hotel – accommodation with a commercial designation Hotel Yasmin Košice, which is owned and operated by the company PROMENÁDA, a.s., established on Tyršovo nábrežie 1 in Košice, building in the area registration number 1675, registered in the cadastral Košice the title deed no. 13792 maintained by the district of Košice I, municipality of Košice – Staré mesto (old town), cadastral area Letná, and which is in accordance with the Decree of the Ministry of Economy of the Slovak Republic no 277/2008 establishing the classification markings on accommodation facilities at their classification into categories and classes, categorized as: hotel, class: ****;

b) Hotel rooms - all indoor areas of the hotel including in particular social areas, restaurants, hotel rooms, warehouses, offices, corridors, stairwells, underground garage and all outdoor areas belonging to the hotel including in particular the outdoor terrace, garden hotel, adjacent parking lot, grassy areas, access roads etc.;

c) Client - any natural or legal person which concludes with the hotel service contract or a binding order,

d) Contract - has the meaning given in Article 2 GTC

e) Party - means hotel or client individually

f) Parties - means collectively hotel and the client;

g) Service - any service provided or supplied by the hotel in accordance with its line of business, especially accommodation, catering, wellness and congress services, sale of goods, lease of premises and equipment, technical services, staffing and organizational arrangements etc.;

h) Event - social, cultural, educational and other action which involves a larger number of people, and which is associated with providing multiple types of hotel services, especially events, banquets, seminars, conferences, exhibitions, seminars, company parties, wedding receptions , proms, birthday parties etc. ;

- i) Event organizer - any natural or legal person who, organizationally, technically or otherwise provide event on behalf of or for the benefit of the client, and for the purpose of entering into a contractual relationship with the hotel, unless otherwise agreed, the event contractor (client) is the organizer;
 - j) Individual client - 1-9 persons subscribing jointly to the hotel services or booking hotel accommodation generally in the same time of arrival and departure;
 - k) Group - 10 or more persons subscribing jointly to the hotel services and booking hotel accommodation generally in the same dates of arrival and departure;
 - l) Moment of payment - moment when the party entitled to obtain a real opportunity to have a paid cash, i.e. the date of crediting the account, assuming the box office etc.;
 - m) Damage - actual damage and loss of profits. Damage is compensated financially; but if the authorized party requests and also, if possible, damage could be replaced by restoring.
3. Unless the context otherwise requires, it is understood that the terms and expressions used in these GTC which indicate only the singular, include the plural and vice versa.

ARTICLE 2

APPLICATION OF THE GENERAL TERMS AND CONDITIONS AND CONCLUSION OF A CONTRACT

1. These GTC shall apply to all contractual obligations in which hotel enters with the client as the other party to the provision or supply the services if their application is not specifically excluded in the contract.
2. Contract means an agreement on the scope and content of the mutual rights and obligations of the parties, resulting:
 - a) In writing where expressions of the will of the parties, including signatures of their authorized representatives are contained in the same document, or
 - b) On the basis of confirmed client application.
3. Request by point. b) of the preceding paragraph (hereinafter "Order") implements the client in relation to the hotel in person, in writing, by fax or via e-mail. Contractual relationship arises confirmation (in writing, by fax or e-mail) of client orders by the hotel.
4. GTC is an integral and inseparable part of the contract between the hotel and the client. Differing arrangements in the contract shall take precedence over the wording of GTC.
5. Contractual hotel is committed to ensure client service within the agreed scope and quality, while at the same time the client will be obliged to pay the agreed price for the hotel and the services.

6. The contract may be concluded through an intermediary, but the required person is the intermediary himself if the hotel does not consent in writing a change in the person liable entity.

7. Client may not assign or transfer any or all of its rights or obligations under the Contract to any third party without the prior written consent of the hotel and is not entitled to leave rented premises for rent to a third party.

ARTICLE 3

ACCOMMODATION SERVICES

1. Hotel is obliged to prepare and make available booked rooms to the client from 02:00 PM agreed on the date of arrival; the client is entitled to use booked room before that time only if the hotel team agreed upon booking confirmation.

2. Reserved rooms not assumed by the client before 06:00 PM on the scheduled arrival are entitled to leave to another guest this does not apply unless expressly agreed by the later arrival of the client.

3. If the client is interested in a guaranteed booking, the hotel is entitled to require the client to pay an advance of 100% of the total price for the reserved accommodation. Reservation is considered by the hotel as guaranteed by the moment of payment in advance.

4. The client checking in before 6:00 AM is obliged to pay the price for the entire previous night. From a client who requires accommodation before 10:00 AM and the room was not occupied the previous day, the hotel is entitled to require payment of 50% from the price for the previous night.

5. The client is obliged after entering in to the room to report to the reception any possible shortcomings, irregularities or complaints immediately after their discovery. He is obliged to proceed the same way if he finds any damage to facilities, its equipment or inventory. If the damage is found in the hotel room inventory after the client's departure without the client actually reported at the reception, the client shall pay such damage entirely.

6. The Client is required on the agreed day of departure quit the room before 12:00 AM on the agreed date of departure, unless otherwise agreed in advance. If the client checks out after this date no later than 4:00 PM, the hotel is entitled to charge a fee of EUR 30 (the late check out) and after 04:00 PM the full cost of accommodation for the following night.

7. If the price for the services provided by the individual client exceeds EUR 600 the client is obliged to pay for those services immediately upon the hotel request.

8. Hotel is obliged to allow the client to store valuables items or items of high financial, social or spiritual values in a safe place in the hotel safe. If the client does not use this right, for any damage due to loss, misuse, theft or other corresponds is hotel responsible only in the limited extent determined by generally binding legal regulations. Client's right to use the room safe is not affected.

9. Client's stay, his other rights and obligations in relation to hotel are established in accommodation rules of Yasmin Hotel **** Hotel and by operational regulations. Respective rules are binding for guests.

10. If it is not excluded by definition, the provisions of this GTC are applicable also for group accommodation and the person and guest who made a block booking are responsible for the liabilities to the hotel jointly and severally.

ARTICLE 4

EVENTS

1. The range of services provided by the hotel in connection with the performance is specified in the contract. If services have been agreed by the Parties, but not precisely specified, the hotel is entitled to provide the event organizer the services and goods, as determined by the hotel within an agreed budget.

2. Hotel is obliged to provide the agreed services properly, on time and in standard quality for the number of event participants agreed in the contract. The quality of service depends on the interaction of the organizer consisting mainly in respect of the agreed plan and time schedule of events. The hotel reserves the right to refuse any organizer's order regarding the event, if it was not received at a reasonable time in advance for the implementation of urgent changes in the organization of the event, for reasons relating to the organizer, the hotel can make stop-payment fee in the amount set by the hotel.

3. The organizer is required no later than six (6) working days before the event to notify the exact number of participants on the event, which is a deviation from the agreed number in the range up to 10%. If the number of persons is reduced, the hotel is entitled to charge a cancellation fee agreed for unused capacity in excess of the 10% deviation and / or provide other facilities as agreed or withdraw from the contract. If the organizer of the event required to provide services for a greater number of person, hotel will make every effort with regard to spatial and operational capacities granted, however, for services exceeding 10% of deviation the hotel is entitled to request the increased costs associated with. Fixed deviation is not legally entitled to provide services to persons exceeding this deviation.

4. The organizer is not entitled to allow consumption of food and beverages, in addition to those provided by the hotel unless otherwise expressly agreed.

5. In case of a specific contractual arrangement, the event organizer and / or parties entitled to bring and consume alcoholic beverages not provided by the hotel, the organizer shall pay an additional service fee – called Cork set by the hotel. In this case the event organizer assumes full responsibility for the legal origin, wholesomeness and settlement of tax, or custom duties attaching to brought alcoholic beverages.

6. In case of a specific contractual arrangement, the event organizer and / or parties entitled to bring and consume food not provided by the hotel, event organizer is fully responsible for health and hygienic character of pastry products or other foods. Hotel is in accordance with generally binding legal regulations in force in the field of Public Health entitled to take General commercial Terms and Conditions n° 2/2013 of Yasmin hotel **** in Košice

control of all kinds of these product samples and keep it in the prescribed manner as long as necessary.

7. The organizer is fully responsible for any damage (caused mainly due to damage, destruction, loss, theft) caused to hotel property, which occurred in causal connection with the conduct of the organizer, event participants or third parties (e.g. persons providing music production, video, etc.) taking part in the preparation and / or the course of events in relation to the organizer or a participant. The organizer of the event is obliged to compensate the damage within 10 days after receiving the statement of damages.

8. The organizer is obliged to comply with all laws of general application relating to its activities. In case the action of the organizer, the event itself, or any part thereof, produced in premises of the hotel (music, performance of art groups or artist) or for goods and services provided under the contract requires the consent statement, opinion, contract, agreement concluded with government bodies or public authorities or other third parties, or where such third party is authorized to grant or seek a fine, fee, tax, license fees or other monetary or non-monetary benefit as a result of events under applicable law, including intellectual property rights (authors, performers) is the event organizer obliged to make such consent, statement, opinion to ensure or conclude the agreement or contract, certain payment or give other performance to a third party or government authority or government in total amount, unless the parties agree otherwise in writing.

9. If the hotel pursuant to final decision of an administrative authority or a public authority or other public authority gives consideration under the preceding paragraph, the organizer of the event is required to pay the hotel after the first letter of formal notice within the period specified therein.

10. Hotel may require the organizer to ensure the security service, if the hotel considers it as justified in the circumstances. Any costs associated with guards lie exclusively with the event organizer.

11. The organizer is fully responsible for the fire protection of occupied premises. The organizer is obliged to comply with all local laws in the area of prevention of fires and other obligations under the law of general application. In case the firemen (assistance) should be present during the event under the current rules, the event organizer is responsible for establishing, organization and activities of such guard. Any use of open fires and fireworks in the hotel or smoking outside designated areas is prohibited, any exemptions from this prohibition must be agreed in advance in writing by the hotel, which is empowered to impose additional conditions and restrictions.

12. The organizer is entitled to bring into the hotel premises any objects, things, or any installation of decorations in connection with the event only with the prior consent of the hotel. In order to prevent possible damages the organizer obliged to install a pre-arranged location to the hotel. These items, however, must be removed immediately after the event's finish and can be temporarily or permanently stored in any areas of the hotel, which is open to the public. In case the organizer will not fulfill the obligations specified in this paragraph, the

hotel is entitled to remove objects and things and keep the cost and risk of the organizer and at the same time he is entitled to charge a fee for safekeeping or rent.

13. If the event is likely to disturb public order, restrict or jeopardize the interests of the hotel and other clients, organizer of the event shall promptly notify the hotel. The hotel is entitled to carry out adequate measures to prevent such a situation; the organizer is obliged to provide him with the necessary assistance.

14. Any advertisements in print or electronic form and other media, advertising and communications addressed to the public, in particular information about political, religious and commercial events that indicate a relationship to the hotel, which are liable to damage the reputation of the hotel or have characters riding on his reputation, require prior written consent of the hotel.

ARTICLE 5

TECHNICAL EQUIPMENT

1. The client is entitled to use the basic technical equipment under conditions and price range agreed by the parties, unless these have agreed that the price for their use is already included in the price of services.

2. In case the parties agree so in writing, the hotel is obliged to provide special technical equipment from third parties, however, the client is responsible for the professional management of such facilities and for its proper transfer. The client is obliged to refund any damage as a result of the rights of third parties relating to the handling and use of such equipment.

3. The client is obliged to carry out inspection and testing of equipment provided by hotel within a reasonable time before the event and he is also obliged to claim all the defects of the technical department to the responsible technical official of the hotel immediately, otherwise the hotel isn't responsible for the unfit or equipment defect.

4. Other equipment than provided by the hotel could be used by the client only with the written consent of the hotel and with the prior approval of the hotel's technical section. This provision shall also apply to the use of telephones, fax machines and other communication systems that can be installed in the hotel or served by the hotel. Consent of the hotel may be subject to payment of a separate fee or other services (fixed compensation for the consumption of electricity connection fee, etc.)

ARTICLE 6

PRICE FOR SERVICES AND TERMS OF PAYMENT

1. The client is obliged to pay for agreed and / or provided services specified in the contract or calculated in the manner specified in the contract. Unless otherwise agreed, the agreed price for the hotel services results from the hotel's valid price list. Hotel publishes price lists by the usual way, and in particular on its website (web site), on the reception, or on the other plants.

2. The client, as the organizer of the event, is also required to pay for all services and goods (including other associated costs such as cost of food and beverages, phone bills) that were under contract and that provided accommodation to persons and / or participants on this events.
3. If there are any goods or services in accordance with the contract charged directly to the client, accommodation party or participant of the event included in the list of guests or organizer's group booking, organizer of the event and such persons shall be jointly and severally liable for payment of the expenses and final price.
4. Prices for services agreed in the contract and specified in the applicable price list include value added tax (VAT), the price of accommodation does not include local tax. In case there is a change in the VAT rate after calculation, hotel is required to apply the appropriate rate of VAT under a special regulation governing VAT in force at the time of invoice.
5. If the period between the conclusion of the contract and first day of the event/service exceeds 4 months and if at the same the hotel rates for agreed services increased, the hotel is entitled to unilaterally raise the agreed price by a maximum of 10% and hotel is obliged to inform the client.
6. If not otherwise agreed in the contract between the hotel and the event organizer, the event organizer must pay a deposit of 80% of the agreed price of the event no later than seven (7) days before the event.
7. If not otherwise agreed in advance, the basis for the hotel's service statement is a tax document - invoice issued generally on the day of client's departure in the hotel's premises or on the date on which the client used all ordered hotel services. The invoice shall contain all the requirements under a special law in force at the time of invoice.
8. Tax documents (bills, invoices) are payable within 14 days of their issue, unless the contract or these GTC determines a different period. In case of client's default in payment hotel is entitled to charge the client interest on late payments of 0.05% of the amount due for each day of delay, including the date of payment. The interest on late payments is payable on first written demand from the hotel within the period specified in the notice. A claim for damages remains included in addition to the contractual penalty in its entirety.
9. Payment whose value exceeds EUR 5 000 could be paid in cash. The value of the payments divided into several separate payments is the sum of such payments if such payments arise from one legal relationship.
10. In case of a client who has been granted credit or hotel specific late payment conditions with the fulfillment of any financial obligation to the hotel, hotel is entitled to revoke those credits and late payment conditions and all outstanding obligations to the client will become payable.
11. Credit card payment can be executed before and after utilization of hotel services and such payment is based on client supplied data needed to implement payment. The hotel reserves the right to charge afterwards for client's credit card if there are found any General commercial Terms and Conditions n° 2/2013 of Yasmin hotel **** in Košice

differences after his departure (e.g. consumption of mini bar, caused damages etc..) with which the client when placing an order expresses its consent; in that case the hotel obliged to inform the client in writing of any further settlement of differences in credit card and the reasons for such additional clearance.

ARTICLE 7

CANCELLATION

1. Cancellation means the will of the client which in accordance with the contract whether personal causing unilaterally cancel, revoke, call off, does not take or does not use the agreed services, or any part thereof. The legal consequence of cancellation is a discharge from the hotel to provide agreed services and the obligation of the client to pay a cancellation fee. Cancellation fee is the nature of liquidated damages and compensates damage caused by breach of contract included by the client.

2. Cancellation fee is a percentage of the price for agreed services. Amount of cancellation fee, unless otherwise agreed in the contract, is determined depending on the period of time which passed from the moment of cancellation to the scheduled start of the provision of services agreed as follows:

Time from cancellation to the scheduled starting of Services in calendar days	Amount of cancellation fee in percentage
60 and more	0
59 to 30 (included)	10
29 to 15 (included)	20
14 to 8 (included)	30
7 to 5 (included)	40
4 to 2 (included)	60
1 and less	80

3. If the cancellation concerns only part of the services to be provided, the cancellation fee shall be determined in accordance with this Article only on the price of services withheld due to cancellation.

4. In case the organizer during the reservation pay a deposit for the event and then there is a cancellation or if the contract for the event is not concluded due to client's reasons, the amount of deposit for cancellation is considered as a cancellation fee. Claim for the cancellation fee in accordance with paragraph. 2 of this Article exceeding booking fee is without prejudice.

5. The hotel is entitled to use funds paid in advance for cancellation offsetting.

6. If the hotel is entitled to a cancellation fee, the hotel is obliged to send a notice of cancellation fee amount and the due date to the client within 14 days of the date of entitlement or a notice of a unilateral claim of set-off against the client to recover advances.

7. In exceptional circumstances (illness, death, etc.), the hotel may waive the cancellation fee, based on demonstrable evidence of serious reasons for cancellation.

ARTICLE 8

WITHDRAWAL

1. Each party may withdraw from the agreement expressly mentioned in the contract.
2. Hotel may cancel the contract for the following reason unless they or some of them are not as grounds for withdrawal expressly excluded in the agreement:
 - a) this law has been agreed in writing with the client
 - b) client doesn't insist on hotel's fulfillment
 - c) more than 90 days remains to the date of the planned start of the provision of services;
 - d) there were circumstances in which hotel is not responsible and that makes it impossible to fulfill the contract,
 - e) the client has overdue liabilities to the hotel
 - f) an advance payment was agreed when booking or and the client has not fulfilled its obligation on time;
 - g) services were ordered or booked by providing false, misleading facts or facts distorting the truth about the client data;
 - h) hotel has reasonable reasons for believing that the use of the hotel's services might jeopardize the proper operation of the hotel, hotel security, its employees or customers, damage the reputation or the severity of the hotel to the public without that it could reasonably be attributed to the owner or hotel governing body.

ARTICLE 9

LIABILITY FOR DAMAGE CAUSED TO GUESTS OR DEFERRED MATTERS

1. Hotel is liable for damage caused to guests or deferred matters of guests and on items deferred to them, unless the damage occurred otherwise. Brought things are the things brought into the premises, which were reserved for accommodation or for storing things, or that have been passed for this purpose to the one of the hotel employees.
2. For jewelry, money and other valuables is hotel responsible just up to EUR 331,94. The right to damages shall be extinguished if not applied no later than the fifteenth day after the date on which the aggrieved client is aware of the damage.

ARTICLE 10

COMMUNICATION AND DELIVERY

1. Any notice or any other formal communication between the parties must be executed in writing and the contracting party shall be mailed or delivered in person, by mail (by registered mail), express courier service to the address, fax number or e-mail address specified in the contract (even in the heading of the contract) or to any other address, fax number or e-mail which the parties notify each other under this Article.

2. Any notice or any other formal communication shall be deemed duly given:

a) the date of delivery of the contracted party if the consignment was delivered personally by courier or by mail (by registered mail) or if the addressee refuses to accept the consignment by the date of this rejection (applied also in the cases where the consignment is returned to the sender as undelivered) ;

b) in the case of consignments sent by fax or e-mail on the date of facsimile transmission or e-mail sending when the shipment was sent before 03:00 PM on any working day, in other cases the business day following the day of sending.

ARTICLE 11

COMMON AND FINAL PROVISIONS

1. These GTC, the contract and relationships deriving from the contract or contracts are related to the legal system of the Slovak Republic.

2. Clients in the implementation of the order confirm acceptance of these GTC. The hotel reserves the right to unilaterally change the GTC. Obligation of written changes of the GTC is done with their publication on the hotel website (web site) www.hotel-yasmin.sk. Amended GTC shall apply to the contractual relationship of the Parties from the date of entry into force. Amended GTC shall not affect the legal claims arising between the parties prior to the effective change.

3. If the individual provisions of these GTC be or become ineffective or invalid, it shall not affect the validity or enforceability of the remaining provisions of these GTC.

4. Relations that are not modified by these GTC or in the contract shall be governed by the relevant provisions of generally binding legal regulations of the Slovak Republic that are closest in character.

5. All disputes arising out of or in connection with it shall be resolved by mutual agreement. In case that no agreement is reached, disputes will be finally decided by the ordinary courts in the Slovak Republic.

These terms and conditions Hotel Yasmin Kosice came into force on 15 October 2013.

Igor Propper

Director-General