

Complaints Procedure

of the service provider ZÁMOK VÍGLAŠ s. r. o., with its registered office at Kremnická 24, 851 01 Bratislava, Company ID: 35 967 641, registered in the Commercial Register of the Bratislava II District Court, Section Sro, Insert No.: 38543/B, operating at: Hotel Grand Viglaš, Zámocká 602, 962 02 Viglaš

I. Basic Provisions

1. This Complaints Procedure (hereinafter referred to as the “CP”) is drawn up in accordance with Act No. 40/1964 Coll. the Civil Code, as amended (hereinafter the “Civil Code”), Act No. 108/2024 Coll. on Consumer Protection and Amendments to Certain Acts, and Act No. 391/2015 Coll. on Alternative Dispute Resolution for Consumer Disputes and Amendments to Certain Acts (hereinafter the “Dispute Resolution Act”), as well as Regulation (EU) 2016/679 of the European Parliament and of the Council on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, repealing Directive 95/46/EC (General Data Protection Regulation – hereinafter “GDPR Regulation”).
2. Complaints made by clients – legal entities who are not considered consumers – are governed by Act No. 513/1991 Coll. the Commercial Code, as amended (hereinafter the “Commercial Code”).
3. This CP governs the procedure for filing complaints regarding goods sold and/or services provided by the operator of Hotel Grand Viglaš, which is the company ZÁMOK VÍGLAŠ s. r. o., with its registered office at Kremnická 24, 851 01 Bratislava, Company ID: 35 967 641, registered in the Commercial Register of the Bratislava II District Court, Section Sro, Insert No.: 38543/B, phone number: +421455245795 (hereinafter the “Provider”), at the accommodation facility Hotel Grand Viglaš, located at Viglaš 602, 962 02 Viglaš (hereinafter the “Hotel”).
4. By accepting the goods and/or services from the Provider, submitting a binding reservation, and/or concluding a Contract with the Provider, the Client agrees to the CP and confirms that they have been informed of its content.
5. For the purpose of this CP, a complaint shall mean the assertion of liability for defects in the product or service provided.

II. Customer’s Right to File a Complaint

1. In the event that the Client of the Hotel is provided with services of lower quality or in a lesser scope than was previously agreed or than is customary, the Client is entitled to file a complaint.

III. Liability for Defects

1. The Provider is liable for defects that the sold item had at the time it was accepted by the Client and/or that the provided service had at the time it was rendered to the Client.
2. For goods sold and/or services provided at a discounted price, the Provider is not liable for the defect(s) for which the lower price was agreed upon.
3. Unless it concerns perishable goods or used items, the Provider is liable for defects that occur after the Client has taken possession of the item, provided they arise within the warranty period (warranty). The provisions on the warranty period and its commencement are governed by the relevant provisions of the Civil Code or the Commercial Code, depending on the legal status of the Client, unless otherwise stipulated in this CP.
4. A change in the goods that occurs during the warranty period as a result of normal wear and tear, improper use, or unauthorized interference shall not be considered a defect.
5. The Client is obliged to inspect the goods upon receipt and/or the service upon its provision and to report any visible defects without delay.
6. Visible defects are considered to be defects that can be identified during the handover of the goods or service, in particular:
 - a) quantity or assortment discrepancies;
 - b) damage to the goods (e.g., deformed or damaged packaging)
 - c) poorly provided service.
7. The Provider will not accept complaints submitted late by the Client; such complaints shall be deemed unjustified.
8. The Provider is not liable for defects if:
 - a) The Client knew about the defects at the time the contractual relationship with the Provider was established, or, considering the circumstances under which the contract was concluded, must have known about them—unless the defects relate to features of the goods or services that were supposed to be guaranteed under the contract;
 - b) the defect in the goods or service was caused by the Client.
 - c) the Client was aware of the defect in the goods or service prior to acceptance, or was expressly and clearly informed of the defect, and a discount was provided for the defective goods or service;
 - d) the defect occurred during the warranty period due to wear and tear from normal, improper, or excessive use;
 - e) the defect was caused by unauthorized intervention in the goods or its components, or by interference in the provided service by an unauthorized person;
 - f) the defect occurred due to a natural disaster;
 - g) the goods are claimed after the expiration of the warranty period or any other period during which the goods were expected to retain their specific properties;
 - h) the defect occurs after the product's expiry or lifespan.

IV. Filing a Complaint

1. If the Client identifies reasons or facts that may be grounds for a complaint, they are obliged to file the complaint without undue delay to the hotel operations manager or another responsible staff member at the relevant service outlet where

the service was provided and/or the goods were sold. To facilitate the prompt handling of the complaint, the Client must present documentation proving the provision of the service and/or sale of the goods (e.g., a copy of the order, invoice, etc.). Without such proof of purchase, the Provider may refuse to acknowledge the complaint. If the nature of the complained service or goods requires it, the Client must also submit the item that is subject to the complaint. Complaints about accommodation deficiencies must be reported primarily to the front desk staff without undue delay. The right to complain about accommodation issues expires if not exercised immediately after discovering the reason for the complaint.

The hotel manager or another responsible staff member must record the complaint or grievance in the form of a complaint report, indicating the objective circumstances of the complaint, and immediately provide the Client with a written acknowledgment of the defect in the complained service or goods, including the deadline by which the defect will be resolved. The operations manager or an authorized staff member must, after thorough review, determine how the complaint will be handled either immediately or, in more complex cases, within three days. If expert assessment of the defect is needed, the resolution period is extended to 30 days. Once the method of handling the complaint is determined, the complaint shall be resolved immediately, or in justified cases, later—however, resolution must occur no later than 30 days from the date the complaint was filed.

2. In the complaint report, the Client shall specify the exact name of the provided service or purchased goods, the time the service was provided or the goods were purchased, and a description of the defect. If the Client submits written proof of the service or goods at the time of filing the complaint, this must be explicitly mentioned in the complaint report. The Client will receive a copy of the complaint report and its resolution, and may be contacted after 14 days to assess satisfaction with the complaint process.

V. Procedure for Handling Complaints

1. Catering Services:

- a) In the field of catering services, if the correct quality, weight, temperature, quantity, or price is not maintained, the Client has the right to request free, proper, and timely correction of the defect.
- b) In these cases, the complaint must be made either before the food or drink is tasted or shortly after tasting (i.e., no more than $\frac{1}{4}$ of the portion should be consumed), depending on the nature of the defect.
- c) If the defect in the food or drink cannot be resolved, the Client has the right to a complete replacement of the item or a refund of the paid price.

2. Accommodation Services:

- a) In the field of accommodation services, the Client has the right to the free, proper, and timely correction of accommodation deficiencies, which must be reported immediately to the responsible staff of the Provider. This includes the right to request the replacement or addition of small amenities, repair of malfunctions, or replacement of broken room equipment.

- b) If technical issues (e.g., heating malfunction, low water pressure, lack of hot water) cannot be resolved and the Provider is unable to offer substitute accommodation or transfer the Client to another room, the Client—if still accommodated despite such deficiencies—has the right to a reasonable discount on the accommodation price or to withdraw from the contract before the first overnight stay and receive a full refund.

3. Wellness Services:

- a) In the field of wellness services, the Client has the right to free, proper, and timely correction of deficiencies, which must be reported immediately to responsible staff (wellness center personnel).
- b) If the defect in the service cannot be corrected, the Client has the right to a reasonable discount or a refund. However, if the Client uses the full service and only submits the complaint after its completion, the complaint will not be accepted.

4. Event Organization:

- a) In the area of event organization, the Client has the right to free, proper, and timely correction of deficiencies, which must be immediately reported to the responsible staff member of the Provider in charge of event organization. The Client is also entitled to be provided with alternative premises for holding the event, if the original venue cannot be used due to a defect and if the Hotel's capacity allows for such an arrangement.
- b) If the defect associated with the event organization cannot be resolved, the Client has the right to an appropriate discount on the service provided or a refund of the paid price. If the Client uses the service and submits a complaint after the event has concluded, such a complaint will not be accepted.

5. Filing of complaints by the Client at the Hotel shall proceed as follows:

- In the catering area – with the serving staff or the operations manager.
- In the accommodation area – at the reception desk or with the operations manager.
- In the wellness area – at the reception or with wellness staff.
- Other defects – at the reception or with the operations manager.

6. The Client is obliged to personally participate in the complaint resolution process and to provide objective information regarding the service rendered. If necessary, the Client must allow Hotel staff access to the premises provided for temporary accommodation so that the validity of the complaint can be verified.

VI. Alternative Dispute Resolution with Consumers:

1. If the Client – a consumer (natural person) – is not satisfied with the way the Operator handled their complaint or believes that the Operator has violated their rights, the Client has the right to request redress from the Hotel as the seller.

2. If the Hotel responds to the Client's request under the previous point with a rejection or does not respond within 30 days from the date the request was sent, the Client has the right to submit a proposal for initiating alternative dispute resolution to an entity pursuant to § 12 of Act No. 391/2015 Coll. on Alternative Dispute Resolution for Consumer Disputes and on Amendments to Certain Acts.
 - a) The competent entity for alternative dispute resolution with the Hotel as the seller is: The Slovak Trade Inspection (SOI), which can be contacted for this purpose at: *Central Inspectorate of the SOI, Department of International Relations and ADR, Prievozská 32, P.O. Box 29, 827 99 Bratislava*, or electronically at: ars@soi.sk or adr@soi.sk.
 - b) Another relevant authorized legal entity listed in the registry of alternative dispute resolution entities maintained by the Ministry of Economy of the Slovak Republic (the list is available at: <https://www.mhsr.sk/obchod/ochrana-spotrebiteľa/alternatívne-riesenie-spotrebiteľských-sporov-1/zoznam-subjektov-alternatívneho-riesenia-spotrebiteľských-sporov-1>) – The Client has the right to choose which of the listed entities to approach.
 - c) The Client may also use the online platform for alternative dispute resolution, available at: http://ec.europa.eu/consumers/odr/index_en.html
More information on alternative dispute resolution for consumer disputes can be found on the Slovak Trade Inspection's website: <http://www.soi.sk/sk/Alternativne-riesenie-spotrebiteľských-sporov.soi>

VII. Final Provisions

1. These Complaint Procedures (CP) shall enter into force and become effective on 01.07.2024. Upon their entry into force, all previous versions of the Complaint Procedures shall cease to be valid and effective.
2. Any disputes arising from these Complaint Procedures shall be resolved before the competent court in the Slovak Republic.
3. The supervisory authority is the Slovak Trade Inspection (SOI), Inspectorate of the SOI for the Banská Bystrica Region, Dolná 46, 974 00 Banská Bystrica 1.
4. These Complaint Procedures are published on the website www.grandviglas.com and are available at the reception of Hotel Grand Viglaš.

In Viglaš, 01.01.2025

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ZÁMOK VÍGLAŠ s. r. o.

Ing. Tomáš Sokologorský, MBA

General Manager