

**CONTRACT TERMS AND CONDITIONS
REGARDING HOTEL SERVICES -
Holiday Inn Žilina ****, valid from 01. 01. 2019**

Business name:	HI Kongres Hotel Žilina s.r.o.
Address:	Športová 2, 010 01 Žilina
Company Reg. Number:	475 047 81
VAT Nr:	SK2023918974
Banking Details:	UniCredit Bank Slovakia a.s. č.ú. : 1266243004/1111 IBAN: SK5711110000001266243004 SWIFT: UNCRSKBX

1. All services must be ordered in writing, via fax or e-mail in which all the services will be specified, including their scope, timing, and other special requirements.
2. The minimum number of guests will be confirmed 30 working days before the start of the event, which will then be considered as guaranteed. The hotel will accept a maximum reduction of 20% of the guaranteed number of guests, but only up to 14 working days before the start of the event. Working days are considered Monday to Friday and excludes public holidays.
3. The hotel has the right to transfer the event to another, equally suitable conference room within the hotel, in view of a significant reduction in the number of participants compared to the original order, under the same terms as agreed in advance.
4. The organizer will send a provisional timetable for the event no later than 15 days before the scheduled event. Modifications to the timetable will only be possible after written agreement. If there is more than one event at the same time, the hotel will give preference to the customer who will deliver the timetable first. The other events will have to agree with the other available time slots.
5. The hotel reserves the right to refuse any order for updates relating to an event if the order has not been delivered to the hotel in advance within a reasonable time prior to the event. Executing urgent/late changes as requested by the organisers of an event, can be charged for by the Hotel. (this excludes changes due to conditions outside the control of the organisers).
6. The price for events and bespoke services will always be negotiated separately through a hotel price offer, that forms an integral part of the business terms and conditions.
7. The check-in time for all reserved hotel rooms is 16:00 and they will be made available to the organisers as per the hotel policy. The client must provide a Rooming list for all guest arrivals. The hotel can only release rooms to the client, if the hotel has a confirmed room reservation.
8. If the customer wants to guarantee a reservation, the hotel can request a 100% upfront fee, to cover the total price of the booked accommodation.



9. The client is obliged to check-out and release the room back to the Hotel on the agreed day of departure no later than 11:00 o'clock, unless otherwise agreed in writing prior to the event. In the event that the client/guest vacates the room after this 11:00 deadline, the hotel is entitled to charge a late check-out fee of 10 € for every hour until 16:00. After 16:00, the full selling price of the room will be charged to the client, and must still vacate the room.
10. Each customer will be personally responsible for his / her extra costs (extra services such as mini bar, telephone, laundry, etc.) and will pay for them individually on departure, unless otherwise agreed. If some guest accounts remain unpaid, the client who ordered the event will be liable for these charges.
11. Accommodation for clients and other rights and obligations in relation to the hotel are regulated by the hotel's Terms and Conditions.
12. The hotel guarantees a reservation to the customer and requested service after the payment of a deposit, which is calculated at 50% of the preliminary price calculation, in case the price offer exceeds 3,000 Eur. If the advance invoice is not paid by the due date indicated on the invoice, the hotel is entitled to cancel the event if it deems it necessary.
13. The hotel has the right to cancel the order from the client with immediate effect if the customer fails to pay the amount specified in the advance invoice and the corresponding amount has not been credited to the hotel's bank account.
14. In the case of a new customer, a pre-invoice of 100% of the preliminary price offer will be issued and must be paid by the client bids paid by the client on the due date as stated on the pre-invoice.
15. Unless otherwise agreed in advance, all hotel services including accommodation will be charged to client in the form of a tax invoice. The invoice can be issued on the day of the departure from the hotel or on the actual the day when the customer has used all hotel services ordered. The invoice must contain all the legal invoicing details effective at the time of issue. The Customer has the right to make any changes to preliminary invoice within 3 business days of receipt. If no changes are made by the client within this time, the hotel will automatically issue a final invoice.
16. If the issued invoice does not have all the relevant company details and tax details required or is not properly issued by the hotel, the Customer is entitled to return the invoice for repair by the hotel. In such a case, a new payment date will be issued along with the new invoice. However, if the customer has accepted the billing details as correct and request further changes for the correction afterwards, the payment terms and the invoice payment date will remain the same.
17. The invoice payment is due 14 calendar days from the date of its issue.
18. In the event that the Customer becomes late in paying for the services provided within the agreed time, the Customer shall pay the hotel interest to the amount of 0,05% of the due amount for each calendar day of the delay.
19. Congress facilities are provided until maximum 02:00 in the morning. If the client wishes to use the congress facilities after 02:00 in the morning, the hotel will charge an additional rental fee for these premises.



20. The event organiser is fully responsible for any damages (as a result of negligence, destruction (intentional or not) and other losses) caused to the property of the hotel during the execution of the event, conduct by the organisers, participants or any third parties related to the event (e.g. music, production, video recording, etc.) involved in the preparation and / or the course of the event. The organiser of the event is obliged to compensate the hotel for any damages no later than 10 days after the receipt of the invoice for such damages.

21. Any third party services arranged by the organiser, falls under his / her competence and direction. Ultimate responsibility for third parties and any damage caused, will be the responsibility of the organiser.

22. The organiser of an event must obtain prior consent from the hotel to bring any items or decoration to the premises, to use for the event. In order to prevent possible damage to hotel property, the organiser of the event is required to arrange the location and installation method of any items in advance with the hotel. Any installed items must be removed immediately after the event and may not be temporarily or permanently stored in any of the hotel's premises accessible by the public. In the event that the organiser of the event violates the obligations set out in this paragraph, the hotel is entitled to remove and store these items and may keep them at the expense and risk of the organiser of the event, while being entitled to charge the client with a storage or room rental fee. All exhibition stands or promotional material and other organisational items must be removed immediately after the event. If the organiser fails to remove all items after an event the hotel may charge the client for rental space until the items have been collected. The hotel is also authorised to remove and store exhibits and other items at the expense of the organiser.

23. The organiser undertakes to pay the hotel all damages caused during the preparation, duration and breakdown of the event in all hotel premises. This includes the storage of exhibitor objects remaining in hotel premises.

24. The organiser of the event is not entitled to allow meals and drinks to be served at the event, except those provided by the hotel, unless expressly agreed otherwise in writing.

25. The organiser of the event and/or participants of an event are only entitled to bring and use alcoholic beverages, not provided by the hotel, under a special contractual agreement. In case such authorisation is not obtained beforehand, the organiser of the event is obliged to pay an additional service/corkage fee as determined by the hotel. In this case that food and drink is brought onto hotel premises, the event organiser assumes full responsibility for the legal origin of the products, health and safety and any tax implications or customs duties linked to alcoholic beverages.

26. If, under a special contractual arrangement, the organiser of the event and/or participants of the event are entitled to bring and consume food not provided by the hotel, the organiser of the event takes full responsibility for the health and hygiene of the baked or confectionery products or any other edible goods. The hotel complies with the generally binding legal regulations applicable to the public health sector and is entitled to take a control sample of each of these products and keep it in the prescribed manner for the necessary time, to be analysed if necessary by a health authority.



27. The organiser of the event is fully responsible for following the fire regulations of the premises used. The organiser of the event is required to comply with all local regulations in the area of fire prevention and other obligations arising from generally binding legislation. If fire assistance is required during the event, the organiser of the event is responsible for the organisation and operation of such assistance. Any use of open fire and fireworks on hotel premises or smoking outside the reserved areas is prohibited and any exceptions to this prohibition must be agreed in advance with the hotel, which is authorized to set additional conditions and restrictions.
28. In the event that the parties agree in writing, the hotel may provide special technical equipment from third parties, in which case the client shall be responsible for the professional handling of such equipment and for its proper handing over back to the hotel. The Client is obliged to compensate the hotel for any damage caused as a result of the actions of third parties relating to the use of such equipment.
29. The organiser is obliged to check the equipment, provided by the hotel, within a reasonable time before the event starts and to claim all defects with the responsible technician of the hotel's technical department. If this is not done, the hotel cannot be held responsible for inappropriate technical equipment or its defects.
30. The hotel may request the organiser of the event to provide a security service if the hotel considers it justified under the circumstances. Any costs related to the security service will be at the expense of the organiser of the event.
31. Parking in the hotel parking and hotel garage is at the sole risk of the organiser/guest/attendee, whether parking is provided as a paid or free service. Please note that parking is not guaranteed by the hotel unless otherwise agreed in writing.
32. All cancellations must be dated and made in writing.
33. The hotel has the right to unconditional cancellation of the event due to an emergency, such as natural disasters or other circumstances beyond the control of the hotel, thus not allowing the hotel to fulfill the order to the customer.
34. The hotel may cancel the event even if it is over 90 days before the scheduled start of the service, or the hotel has reasonable grounds to believe that the use of hotel services could jeopardise the proper operation of the hotel, hotel safety, its staff or clients, damage the reputation or the validity of the hotel in the public without the right to be attributed to the owner, the governing body of the hotel.
35. If, after written confirmation of the ordered services, the client cancels or changes the details of the event, the hotel is entitled to the following cancellation fees:



Accommodation up to 60 rooms and congress rooms for up to 100 people	
Cancellation of ordered services prior to event	The hotel is entitled to a cancellation fee
30 and more days	0%
from 29 to 20 days	30%
from 19 to 16 days	50%
from 15 to 8 days	70%
from 7-0 days	100%

Dining services up to 100 people	
Cancellation of ordered services prior to event	The hotel is entitled to a cancellation fee
Up to 14 and more days	0%
from 13 to 10 days	30%
from 10 to 8 days	60%
from 7 to 5 days	80%
from 4-0 days	100%

Accommodation up to 60 rooms and congress rooms for up to 100 people	
Cancellation of ordered services prior to event	The hotel is entitled to a cancellation fee
60 and more days	0%
from 59 to 45 days	30%
from 44 to 30 days	50%
from 29 to 15 days	70%
from 14-0 days	100%

Dining services up to 100 people	
Cancellation of ordered services prior to event	The hotel is entitled to a cancellation fee
Up to 30 and more days	0%
from 29 to 21 days	30%
from 20 to 15 days	60%
from 14 to 11 days	80%
from 10-0 days	100%

Contract terms and conditions are valid from 01.01.2019

Žilina, 01.01.2019

Deon Linde
General Manager
HI Kongres Hotel Žilina s.r.o.

