



# COMPLAINTS PROCEDURE

Hotel Avance\*\*\*\*, Medená 9, 811 02, Bratislava

## Article 1

### Basic regulations

Providing of services follows the regulations of Part VIII of the Commercial Code no. 40/1964 Coll as amended which amend and complete them, and regulations issued for its implementation.

## Article 2

### Customer's right to claim

In case that services of lower quality than was previously agreed or usual were provided to the customer of Hotel Avance, he has right to complain.

## Article 3

### Application of claim

If the customer finds out reasons and facts that may be a subject of complaint, he is obligated to apply claim immediately without any delay at the head of the hotel operation or other responsible employee in operation in which the service was provided. In order to handle the complaint quickly, it is appropriate for the customer to show documents about provided services ( a copy of the order, invoice, etc. ) if he has such evidence available. If it is necessary due to the nature of the claimed service, the customer has to show a thing about which he is complaining. The hotel manager or other responsible employee will put the customer complaint to the claim protocol and he gives objective circumstances for the claim. The operation supervisor or his designee is obligated to decide about how to handle the complaint immediately or in complex cases within 3 days after careful review

## Article 4

### Eliminable errors

#### 1. Catering services

If there is not kept the correct quality, weight, temperature, rate or price in the division of catering, the customer has the right to request a free, fair and timely elimination of the deficiency. In such cases the customer applies the complaint before the first tasting of food and drink or after tasting ( it should not be consumed more than ¼ of the served food or drink ) depending on what deficiency the customer is complaining about.

#### 2. Accommodation services

In the division of accommodation services, the customer has the right for free, fair and timely elimination of deficiencies, exchange or completion of small equipments in the range of the Decree of MH SR no. 125/1995 Coll.

## Article 5

### Non eliminable errors



#### 1. Catering services

If it is not possible to fix the deficiency on the food and drinks, the customer has the right for complete exchange of food or drink, or to refund the price paid.

#### 2. Accommodation services

If it is not possible to eliminate technical deficiencies in the hotel room ( failure of heating system, water supply, etc. ) and if the hotel cannot provide the customer with other alternative accommodation and the room will be leased to the customer despite these deficiencies, the customer has right for: - Appropriate price discount according to the current price list - Cancellation of the confirmed order or contract before staying overnight and refund of the money paid If the unilateral decision will lead to serious change in accommodation over the confirmed accommodation contract and the customer does not agree with alternative accommodation, he has also the right for cancellation of confirmed order or contract before staying overnight and refund of the money paid

### **Article 6**

#### **Deadlines to apply for the claim**

The customer is obliged to participate personally in handling of the complaints; he is obliged to provide objective information regarding the service provided. If it is required by the nature of things, the customer must allow the hotel employees to access the premises leased for the temporary accommodation, in order to ascertain about the reason of the claim Pursuant to the provisions of § 18 par. 4 of the Consumer Protection Act, the handling of the claimed claim may not exceed 30 days.

### **Article 7**

#### **Alternative dispute resolution**

The consumer has the right to apply to the seller for redress if he is not satisfied with the manner in which the seller has handled his claim or if he believes the seller has violated his rights. If the seller responds to this request by refusal or within 30 days of its dispatch, the consumer has the right to submit an alternative dispute resolution to the ADR entity (hereinafter referred to as ADR entity) under Act 391/2015 Coll. ARS entities are authorities and authorized legal entities under §3 of Act No. 391/2015 Coll. The proposal may be submitted by the consumer in the manner specified in Section 12 of Act 391/2015 Coll. Alternative dispute resolution can be used only by the consumer - a natural person who, when concluding and performing a consumer contract, does not act within the scope of his business, employment or occupation. Alternative dispute resolution concerns only a dispute between a consumer and a seller resulting from a consumer contract or related to a consumer contract. Alternative dispute resolution does not concern disputes where the value of the dispute does not exceed EUR 20. The ADR entity may require the consumer to pay a fee for initiating an alternative dispute resolution of up to EUR 5 with VAT.

### **Article 8**

#### **Final regulations**

This complaints procedure enters into force on 1.1.2018

Dusan Skvarenina General Manager