

# Terms and Conditions

Ubytovanie Žember, Demanovska Dolina 206 and 219, 031 01 Liptovsky Mikulas, Slovakia

## Article I. Involved Parties

The contract is for a short-term holiday rental of the property specified on the booking form made between the "Client" and the "Owner".

a.) "Owner" - Mr. Pavol Cibula, 1. maja 1961/25, 031 01 Liptovsky Mikulas, Slovakia, IČO: 50971107, DIČ: 1077272350 a Mrs. Katarina Cibulova, 1 maja 1961/25, 031 01, Liptovsky Mikulas, Slovakia, IČO: 56485808, DIČ: 1082397844

b.) "Client" - the person making the booking and using the services of the Owner.

## Article II. Contract

1. Once the Owner has confirmed a booking, a legal contract exists between the Owner and the Client.
2. The Owner agrees to provide the services in accordance with general terms and conditions and any other terms and conditions agreed whilst booking.
3. The Client agrees to pay the price for the accommodation that has been agreed whilst booking.
4. The Client making the reservation certifies that he/she agrees to these terms and conditions and house rules and is authorised to agree to these terms and conditions and house rules on behalf of all people included in the party.
5. In the case of violation of any of the terms and conditions or house rules, the Owner reserves the right to deny or terminate service to the Client. In these circumstances, the Client is not entitled to any refund or compensation in respect of unused services.

## Article III: Payment and Deposit

1. All prices for accommodation are displayed in the price list on the website [www.ubytovaniezember.sk](http://www.ubytovaniezember.sk). Additional charges may apply for the provision of other goods or services.
2. The Owner reserves the right to change the prices for accommodation at any time without further notice, depending on the season, period of stay, occupancy, number of people and the age and number of children. Although the price will not be changed once a booking is confirmed with the exception of amendments initiated by the Client.
3. The contract is not effective until the deposit payment has been received and written confirmation of the booking is dispatched to the Client by the Owner, usually by email. Written confirmation includes Client's full name, arrival and departure date (number of nights), number of people, the price, the deposit amount, deposit payment date and the type of accommodation. The Client agrees to provide his personal details to the Owner.
4. A deposit of 50% of the full price is payable at the time of booking, with the full balance payable on or before the day of arrival.
5. The Owner reserves the right to cancel the agreement where the deposit payment is not received.
6. All prices include VAT.

7. A local (tourist) tax is NOT included in the price. According to the regulations of the village / municipality Demanovska Dolina (VZN 1/2025), the local tax is 2 EUR / person per night. The Client agrees to pay local tax on arrival.
8. People exempt from paying the local tax are registered disabled people and person accompanying them.

## **Article IV: Client's Responsibilities and Obligations**

1. The Client has the right to use accommodation services agreed whilst booking.
2. The Client has the right to cancel the agreement (see Article V).
3. During the use of services, the Client is required to ensure supervision of children up to 12 years of age.
4. Any foreign national is required to fill out the guest registration form required by police authorities.
5. The Client is expected to show due consideration for other people, not to make excessive noise as to disturb others (especially between the hours of 10 pm. and 6 am.), not to abuse the property or display rude, dangerous or offensive behaviour towards the Owner or any other third parties. Possession of the property can be refused or the Client can be asked to leave before the end of the holiday if the Owner feels this is not adhered to.
6. The Client is required to obey the house rules displayed on the website [www.ubytovaniezember.sk](http://www.ubytovaniezember.sk) or pinned to the wall by the entrance to the accommodation facilities.
7. The Client is required to pay for any losses or damage to the property or contents (reasonable wear and tear excluded) (see Article VI).
8. No domestic pets are permitted at our properties.
9. Lost property items will be retained by the Owner only for one month from the date of departure. Items to be returned will incur a postage and packing charge. The Owner does not accept responsibility for returning any items. Unsolicited items will be destroyed after one month from the date of departure.

## **Article V: Cancellation and Cancellation Fees**

1. If the Client wishes to cancel a confirmed booking, he must let the Owner know by email or in writing as soon as possible. The Client's booking will be cancelled with effect from the day the Owner receives the email or written notification. In this case, the cancellation fee of 50% of the full price (deposit) will be charged.
2. If any problems or unexpected events happen, the Owner has the right to cancel the booking. The Owner will refund the Client the total amount he has paid the Owner for the booking. The Client has no right to any other compensation.
3. No refund will be made in case of cancellation, early departure or no-show.
4. In the case of violation of any of the terms and conditions or house rules, the Owner reserves the right to deny or terminate service to a Client. In these circumstances, the Client is not entitled to any refund or compensation in respect of unused services.

## Article VI: Liability

1. The Client agrees to pay for any losses or damages to the property, caused by the Client or a member of their party (as in Article IV).
2. The Owner does not accept any liability for any injury to the Client or any member of his party, unless proven to be caused by a negligent act by the Owner.
3. The Owner is not liable for any loss or damage to any Client's property or any property belonging to a member of the Client's party howsoever caused (money, jewellery, vehicles, electronics, sports equipment etc.).
4. The Client is strongly advised to take out appropriate insurance.

## Article VII: Final Provisions

1. These terms and conditions are governed by Slovak law. The Owner and the Client both agree to submit to the non-exclusive jurisdiction of the Slovak courts.
2. By providing their credit/debit card details to the Owner, then the Client also authorises the Owner, if the need should arise, to charge their credit/debit card for any costs incurred, relating to:
  - damage caused by the Client or any member of their party,
  - payment towards any cancellation fees,
  - payment for any other amount owed.
3. Any data collected during the course of this booking may be kept on computer or in written form for the purpose of administering the booking. The Owner does not sell the personal data of his customers to any third party, or share any personal data of his customers except in the case of sharing with his partners with regard to administering client's booking (attraction tickets, tourist tax etc.)
4. The Owner follows Act no. 122/2013 on Personal Data Protection as amended by Act no. 84/2014.

These Terms and Conditions are valid from 1st November, 2016.