

## Complaints Policy

Pursuant to Act No. 634/1992 Coll., as amended, and Act No. 40/1964 Coll. of Civil Code, as amended, this Complaints Policy has been issued to ensure proper procedure when dealing with complaints about failures or shortcomings of goods and services provided and sold in the hotel.

### Article I. Right to Lodge a Complaint

1. Client has right to lodge a complaint about potential failures or shortcomings in relation to provided services or faulty purchased goods, including the right to remedy, exchange, addition or compensatory provision of a new service, or to an adequate discount off the agreed price of purchased services or goods.

### Article II. Subject of Complaint

1. Client shall lodge a complaint about faulty service or goods in the hotel, immediately or without any undue delay after they purchased it, using an electronic cash register receipt as a proof, and in case of purchased goods also by the end of guarantee period. If client does not produce a hotel purchase receipt, hotel is not obligated to accept the complaint.
2. Complaints about substandard condition of accommodation shall be resolved with a staff member at the reception immediately, without any undue delay. Right to lodge a complaint about substandard condition of accommodation expires if not claimed within 6 months after service provision.
3. While lodging a complaint, client shall produce all relevant proofs of provided service shortcomings or faulty goods purchase.

### Article III. Complaint Handling Procedure

1. Accommodation services  
Client is entitled to ask for free, proper and timely remedy of the failures or shortcoming, that is:
  - a) Exchange of faulty or replenishing of missing small equipment in the room.
  - b) If client experiences technical difficulties in provided room (heating system malfunction, weak water pressure, hot water shortage, electricity power outage, etc.) and hotel is not able to eliminate the malfunction or provide substitute accommodation, and if such room is provided to client anyway, client is entitled to a discount off the basic accommodation price, after mutual agreement, or has a right of cancellation and a refund before spending the night.
2. Complaints are handled by the managing director or by authorised staff member who is obligated to examine the complaint and decide on the handling procedure. If the complaint cannot be resolved by agreement, managing director or authorised staff member is obligated to write down a complaint protocol with client. Protocol must contain exact description of provided service or purchased goods, time of provision or purchase, and description of reported faults or shortcomings.
3. If client produces a written receipt proving service provision or goods purchase, or the goods itself, to a hotel staff member during complaint lodging, such fact must be expressly stated in the complaint protocol.
4. Legitimacy of the lodged complaint is decided on by managing director or authorised staff member immediately, or no later than within 3 days in complex cases.
5. If complaint needs to be assessed by independent professional opinion, it must be done so within 30 days.
6. Client shall receive a copy of complaint protocol and a complaint handling record.

### Article IV. Cooperation of Client During Complaint Handling

1. Client has duty to provide assistance necessary to handle the complaint, mainly by reporting honest and truthful information about provided service or purchased goods.
2. If necessary, client shall allow a hotel staff member to enter their rented space and assess the legitimacy of the complaint.

### Article V. Final Provisions

This complaint policy shall enter into force on 12/10/2020.

### Alternative Dispute Resolution

Consumer has a right to request rectification from the vendor, if they are not satisfied with the way vendor handled their complaint or believe that vendor has infringed their rights. If vendor responds negatively to this request, or does not respond within 30 days since its sending, customer has a right to submit a proposal of alternative dispute resolution to an alternative dispute resolution entity (hereinafter referred to as "ADR entity"), pursuant to Act No. 391/2015 Coll. ADR entities are authorities and eligible legal persons, pursuant to Article 3 of Act No. 391/2015 Coll. Customer can submit a proposal according to the procedure established by Article 12 of Act No. 391/2015 Coll. Alternative dispute resolution shall be requested only by customer - natural person, who does not enter into or use the benefits of the consumer agreement for the purposes of their business, employment or occupation activity. Alternative dispute resolution applies only to consumer-vendor disputes that arise from the consumer agreement or are related to consumer agreement. Alternative dispute resolution does not apply to disputes with value lower than €20.00. ADR entity is entitled to a charge of up to €5.00 incl. VAT for initiation of alternative dispute resolution, and that charge is to be cover by consumer.

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