



TATRA HOTEL SLOVAKIA a.s., hotel PATRIA, Štrbské Pleso
GUARANTEE GUIDELINES

These Guarantee Guidelines govern the relations and conditions that arise from liability for defects of provided services or defects of the sold goods within the meaning of Civil Code and Act No. 250/2007 Coll. on Consumer Protection.

Right to guarantee claim

If a consumer finds out that the sold goods, meals or drinks or provided accommodation services and related accessory services are defective, s/he is entitled to assert the guarantee claim.

Defects of meals and drinks quality determined for an immediate consumption shall be asserted by the consumer directly at the employee in service.

If the defects of the meals and drinks relate to quantity and weights, the guarantee claim must be asserted prior to the start of the consumption. Guarantee claim due to the quality and temperature of the meals and drinks must be asserted by the consumer directly after tasting.

In case of occurrence of the defect on bought non-food goods the consumer shall assert his/her guarantee claim right within the guarantee term.

In case of occurrence of the defect of the provided accommodation or accessory service, the consumer shall assert his/her guarantee claim right without undue delay. Right to assert the guarantee claim shall cease to exist after the lapse of the guarantee term.

When asserting the guarantee claim the consumer shall submit the document on payment of services the defect of which he asserts.

Liability of the hotel

By asserting the guarantee claim right of the consumer, the responsible hotel employee decides on the guarantee claim immediately after the professional judgment. Unless an immediate decision can be given or the guarantee claim is unjustified, a guarantee report shall be written. The report must comprise exact determination of the service, time when it was provided, asserted defects and request for processing the guarantee claim. Consumer shall be given the copy of the report.

Settlement of the guarantee claim including time needed for professional judgment must not exceed 30 days.

If the consumer is not satisfied with the settlement of the guarantee claim, s/he may assert her/his right at a court.



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Non-removable defects of the provided service

A) Catering services

Defects of meals and drinks shall be considered as non-removable.

Consumer is entitled to require exchange/replacement or return of paid price.

B) Accommodation services, accessory services

If the defects of technical character cannot be removed and if the hotel is unable to provide substitute services to the consumer (defects of the hotel room, defects of the accessory services), the consumer is entitled to

- adequate price discount
- cancelation of the contract usually before the accommodation
- return of the money if the service has been reimbursed in advance.

Deadlines for asserting the guarantee claim

Consumer is obliged to assert the guarantee claim without undue delay, not later than until the end of the guarantee period (within 4 months in case of services, within 8 days in case of food, within 24 months in case of non-food goods).

Eventual disputes may be resolved **also pursuant to Act No. 391/2015 Coll.** on alternative settlement of the disputes via a mediator.

These Guarantee Guidelines come into force and become effective on 20 May 2016.

Ing. Jozef Bendžala

Director of the hotel



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