

GENERAL TERMS AND CONDITIONS

- These General Commercial Terms & Conditions (hereinafter referred to as "GCT") apply to contracts for the provision of accommodation by the Operator ForRest Glamping, Počúvadlianske jezero 2832, Banská Štiavnica 969 01 (hereinafter referred to as "glamping") by Pod Sitnom Glamping s.r.o., Keltská 82, Bratislava 851 10, ID No. 52174654, VAT No. SK2121042638 (hereinafter referred to as the "Operator"), to the payment and cancellation conditions of reservations made by the client, as well as to all other rights and obligations arising from the legal relationship resulting from the order of glamping services. These GTC are part of the accommodation contract within the meaning of § 754 et seq. of Act No. 40/1964 Coll. of the Civil Code, as amended (hereinafter referred to as the "Civil Code"), which is concluded between the client and the Operator.
- The client is entitled to use the glamping services only if he/she agrees to the GTC. The client is advised in his/her own interest to familiarise himself/herself with these GTC before placing a reservation. When using the services repeatedly, the client is always obliged to familiarize himself with the current version of the GTC. The Operator reserves the right to unilaterally change these GTC, whereby the change of the GTC is effective from the date of their publication on the Operator's website www.forrestglamp.sk. By confirming the reservation, the client expresses his/her unconditional acceptance of these GTC and their annexes.
- By agreeing to these GTC, the client declares that he/she is at least 18 years old and has the capacity to acquire rights and assume obligations on his/her own behalf.
- The client is entitled to use the glamping services only if he/she agrees to the accommodation rules and regulations, which can be found at the glamping reception and in the accommodation facility. By checking- in and using the services of glamping, the client confirms that he/she has been acquainted with the accommodation rules and regulations and undertakes to abide by them.

RESERVATION

- The reservation shall be made in your own name or for the benefit of a third party.
- When booking, the client has the possibility to search the current available accommodation capacities according to the requirements entered in the booking form (date of arrival, date of departure, room type, etc.).
- When booking, after selecting all the details for the start and end of the stay, room type, additional services, etc., the client fills in all the required data.
- When booking, the client is obliged to specify the exact number of persons who are to be a participant in the booked stay, in the case of children under 18 years of age, also their age. The decisive moment for determining the age of children under 18 is the day of arrival. A new-born child is also considered to be a participant.
- After filling in all the required data, after making the payment in accordance with these GTC and after verifying the data, a confirmation of the reservation with the reservation number will be sent to the client's e-mail address immediately. The assigned reservation number is used to confirm the reservation, as a contact for making any changes or cancellations and confirmation upon check-in. For this reason, the client is obliged to keep the reservation number safely.
- A redeem of a gift voucher and booking such a stay is only possible through the glamping reception.



PAYEMENT TERMS

- By confirming the reservation, the client agrees to the payment terms and undertakes to make payment for the booked stay in favour of the Operator. The client is obliged to make payment for the booked stay in advance in the amount of the deposit specified in the advance invoice issued by the Operator upon receipt and the balance at the glamping reception at the end of the stay. The client is obliged to pay the unpaid price for the service, or part of it (when booking the stay), at the latest at the end of the stay (check-out), in cash or by debit/credit card at the reception of the glamping. The client's stay cannot be terminated (check-out) without payment of all obligations. The client is obliged to check the bill (invoice) directly at the glamping reception when paying it; later claims for billing cannot be taken into account.
- Payment of the deposit for the ordered and confirmed services must be made within 2 days of receipt of the advance invoice, but no later than the day of arrival, otherwise the reservation is considered cancelled. Upon successful receipt of the advance payment, the client will be issued with a receipt of the advance payment.
- In case the client shortens the pre-booked stay, The Operator is entitled to the client to charge the price for the accommodation for the whole booked stay.

RESERVATION CHANGES AND CANCELLATION POLICY

• Any changes to the booking effected by the client can be made in writing, by phone or email via the glamping reception at:

phone number:+421 905 800110e-mail address:info@forrestglamp.sk

- When requesting a change to a reservation, the client is always obliged to provide the reservation number assigned and sent to the client when making the reservation. If the client requests a change to reservation which cannot be accommodated for capacity or other operational reasons, the Operator shall take all steps necessary to accommodate the client's request, but the Operator shall not be obliged to accommodate the client's request for a change to a booking and the client shall not be entitled to damages or any other compensation from the Operator due to the impossibility of the change to the booking.
- In the event of the client's withdrawal from the contract and cancellation of the reservation, the glamping Operator is entitled to a cancellation fee as follows:

CANCELLATION FEE

- No cancellation fee: More than 14 days (inclusive) before the client's arrival
- **50 % of the price of the ordered services:** 7 to 14 days (inclusive) prior to the client's arrival
- **100% of the price of the ordered services:** 1 to 7 days (inclusive) before the client's arrival
- In the event of non-arrival of the client for the booked stay, the glamping Operator is entitled to a cancellation fee of 100% of the price of the services booked and confirmed.



- In the event of the client's withdrawal from the contract and cancellation of the reservation or in the event of the client's partial withdrawal from the contract and partial cancellation of the reservation, or in the event of the client's non-arrival at the reserved stay in exceptional cases (illness, death, natural disaster, etc.), the Operator is entitled to waive the cancellation fee upon presentation of credible evidence of the serious cause of the client's withdrawal from the contract and partial cancellation of the reservation, or the client's partial withdrawal from the contract and partial cancellation of the reservation, or the client's failure to check-in to the booked stay and postpone the date of checking-in within a period of up to 6 months from the day following the date of the original check-in.
- In the event of the client's withdrawal from the contract and cancellation of the reservation, or partial withdrawal of the client from the contract and partial cancellation of the reservation, or non-arrival at the stay, the glamping Operator shall send the client a written or e-mail notification of the Operator's claim to the cancellation fee and its amount in accordance with these GTC within 14 days from the date of the client's withdrawal from the contract and cancellation of the reservation, or from the date of the client's partial withdrawal from the contract and partial cancellation of the reservation, or from the date of the start of the stay in the case of non-arrival of the client at the stay. By confirming the order and agreeing to these GTC, the client agrees and acknowledges that the glamping Operator is entitled to unilaterally set off the client's claim for a refund of the price paid by the client when booking the stay against the Operator's claim for a cancellation fee in the amount set out in these GTC in the event of the client's withdrawal from the contract and cancellation of the stay, or partial withdrawal from the contract and partial cancellation of the stay, or non-arrival of the stay, to the extent that these claims overlap, whereby the amount exceeding the mutual claims of the Client and the Operator in favour of the Client shall be paid by the Operator to the Client by wire transfer to the Client's bank account from which the payment of the price of the stay was made when booking the stay, within 30 working days from the day following the date of the Client's withdrawal from the contract and cancellation of the booking, or the Client's partial withdrawal from the contract and partial cancellation of the booking, or failure to check in for the stay. Bank charges associated with the refund of the clients stay shall be borne by the client.
- To determine the number of days for the calculation of cancellation fees, the date of receipt of the written cancellation and cancellation of the reservation is decisive.

INDIVIDUAL PROVISIONS

- In case of any doubts or questions that arise during the booking process, the client is entitled to contact the glamping reception by phone at +421 905 800 110 or by email at info@forrestglamp.sk.
- Unless there is no otherwise discerning agreement, check-in is possible on the day of arrival in accordance with the reservation from 2:00 p.m. to 6:00 p.m. Check-out is on agreed day of departure until 10.00 a.m.
- If the client does not check in no later than 6:00 p.m. on the day of arrival, it is considered as a failure to check in, unless otherwise agreed in advance. In this case, the glamping Operator reserves the right to offer the accommodation unit to other clients.
- The glamping Operator is obliged to accommodate a client who arrives at check-in at 2:00 p.m. by 6:00 p.m. at the latest.
- If the client does not vacate the accommodation unit by 10.00 a.m. at the check-out time, he/she will be charged a "late check-out" fee of EUR 50 incl. VAT. If the client does not vacate the accommodation unit after 1:00 p.m., the Operator has the right to charge the client a fee of 100% of the price of the accommodation unit. The accommodation unit can only be considered vacated when the client has removed all his/her belongings from the room and handed over the keys to the accommodation unit to the authorised staff at the glamping reception.



- In case of any special requests (baby cot, late check-in or late check-out) or if you wish to book additional services, you can contact the glamping reception by phone +421 905 800 110 or by email: info@forrestglamp.sk.
- The glamping operator reserves the right in exceptional cases to offer the client a different accommodation than originally agreed, as long as it is not substantially different from the confirmed order.
- The glamping operator is entitled to terminate the client's stay with immediate effect, evict the client from the glamping and withdraw from the contract without financial refund if the guest damages or endangers the property of the glamping or violates the accommodation rules and regulations (including violation of the obligation to observe the night-time quiet period), fails to follow the instructions of the Operator's staff, damages or endangers the health, life or property of the Operator's staff, violates good manners, interferes with the reputation of the Operator, its employees or customers, or behaves aggressively. The Operator shall also be entitled to claim against the client for any damages arising from the client's conduct which damages the property of the glamping. The Operator shall be entitled not to allow the client to check-in if, upon check-in, the client behaves in such a way as to violate good manners, interfere with the reputation of the Operator, its employees or customers, or behaves aggressively, or if he/she damages or endangers the property of the Operator, damages or endangers the health, life or property of its employees or customers, in which case the client shall not be entitled to a refund of the price paid for the stay or any other financial or non-financial compensation or indemnity or damages. In any of the cases referred to in this clause, the Operator shall be entitled to a contractual penalty equal to 100% of the price for the provision of accommodation services (including other services used and ordered) for the entire agreed period of stay. It shall apply that the client who has paid 100% of the price for the glamping stay before the start of the stay shall not be entitled to a refund of the aliquot (unused) price for the stay paid by him/her, nor to any other financial or non-financial compensation or indemnification, nor to damages in the event of withdrawal from the accommodation contract by the Operator.
- Booking conditions for group stays can be adjusted individually by agreement with the glamping Operator, otherwise the terms and conditions set out in the GTC and the Accommodation Regulations apply.

These General commercial conditions and terms become effective at 20.09.2020.