

CLAIMS ORDER

Article 1, Fundamental provisions

Services provided follow the provisions of part VIII of the Civil Code No. 40/1964 Col!. as amended, as well as regulations issued to implement it

Article 2, The right of the customer to claim

In the case when any customer of the HOTEL SAMARIA *** is provided with services of lower quality or in lesser amount than advertised or agreed in advance, the customer has the right to claim.

Article 3, Making a claim

If any customer finds out reasons and facts that can be a subject of a claim they are obliged to make a relevant claim immediately without any delay to the manager of the Hotel Department or another employee of that department where the service has been provided. In order to undertake a claim promptly the customer should produce the documents on provided service (copy of the order, invoice etc.) if they have such documents. The customer making a claim should submit also any item relevant to the argument if the character of the claimed service requires it. The Hotel Manager or another responsible employee will note the claim of the customer into the Claim Protocol together with the objective circumstances of the claim. The Manager of the Hotel Department or an employee charged by them is obliged after careful reviewing to decide about undertaking the claim either immediately or within 3 days in more complicated cases.

Article 4, Removable defects

1. Catering services

In the branch of the catering services when the right quality, weight, temperature, measure and price were not correct the customer has the right to ask for a free, proper and timely correction. The customer should make the claim for the reason of quality and temperature before first tasting the food or drink.

2. Accommodation services

In the branch of the accommodation services the customer has the right to ask for free, proper and timely corrective action, that is replacing or completing of the facilities, according to the Regulation of the Ministry of Economy of the Slovak Republic No 419/2001 of the Code of Laws.

Article 5, Non removable defects

1. Catering services

In case when it is impossible to rectify any defect in food or drink, the customer has the right for a complete replacement of the food or drink or a full refund of the paid price.

2. Accommodation services

In the case when it is impossible to rectify defects of a technical nature in the Hotel room (failure in the heating system, inconsistent supply of hot water etc) and the Hotel is not able to provide the customer with another similar accommodation and in spite of the defects the room will be rented to the customer then the customer has the right:

* to get due discount from the price according to the valid price list

* to cancel the agreement before staying the right and obtain a full refund.

In case when, due to unilateral decision of the management the material change in accommodation will take place in comparison with the agreed accommodation and the customer does not agree with the alternative accommodation, the customer has also the right to cancel the agreement before staying the night and to claim a full refund.

Article 6, Terms of making a claim

The customer is obliged to make a claim immediately, without any delay. The right to claim will lapse if it is not exercised within 15 days following the day of the perceived claim.

Article 7, Participation of the customer in undertaking a claim

The customer is obliged to take part in person in undertaking the claim connected with the service provided. Where it is needed the customer must enable any Hotel employee to enter the room rented to them for a temporary accommodation to make sure of a just claim

Article 8, Final provisions

The Claims Order becomes valid on September 1st, 2019.