

COMPLAINTS POLICY – BEŠEŇOVÁ WATER PARK

Services are provided by **EUROCOM Investment, s.r.o.**, with the registered office at Bešeňová 136, 034 83 Bešeňová, Company number: 35 756 985, registered in the Commercial register of District Court Žilina, Section: Sro, Insertion No.: 14588/L (hereinafter referred to as “**El company**” or “**operator**”), at the year-round Bešeňová water park (hereinafter referred to as “**BWP**”) in accordance with applicable regulations of Act No. 40/1964 Coll. Civil Code as subsequently amended (hereinafter referred to as “**Civil Code**”) in connection with applicable regulations of Act No. 250/2007 Coll. on Consumer Protection and amendments to Act of the Slovak National Council No. 372/1990 Coll. on Offences as subsequently amended and other generally binding legal regulations.

In accordance with § 18 Sec. 1 Act No. 250/2007 Coll. on Consumer Protection and amendments to Act of the Slovak National Council No. 372/1990 Coll. on Offences as subsequently amended (hereinafter referred to as “**Consumer Protection Act**”), the Seller informs customers via this Complaints Policy about the terms and the procedure of exercising the right related to liability for defects (hereinafter referred to as “**complaint(s)**”) including details where to file complaints.

This Complaints Policy is issued in accordance with the Civil Code, the Consumer Protection Act, Act No. 391/2015 Coll. on Consumer Alternative Dispute Resolution and on amendments and supplements to other acts, and other generally binding legal regulations of the Slovak Republic.

Customer’s right to complain

If any customer is provided services of lower quality or in a lower scope than agreed before or than offered usually in the BWP, they are entitled to file a complaint.

The provider is liable for any defects related to services at the time they are provided.

Filing a complaint

If any customer discovers a reason for filing a complaint, they are obliged to file their complaint at the BWP operations manager or any other authorised staff member without undue delay.

Every customer is obliged to exercise their right to make a complaint without undue delay, i.e. on the day when the respective service has not been provided in the agreed or regular scope, quality, amount and date or at the agreed or regular time. Otherwise the right to complaint shall expire. Complaints made after the warranty period shall not be accepted by the provider.

When filing a complaint, every customer is obliged to show a document to prove they have purchased the respective service (order, invoice, receipt, agreement, etc.) if such document is available. Every customer is obliged to cooperate as much as required when their complaint is being handled and to offer information regarding the products and/or services they complain about.

Every complaint of customers shall be recorded by an authorised staff member in the form of a complaints protocol including specifying objective circumstances of the complaint and related defects. Every customer shall receive a written confirmation about their filed complaint. The provider is obliged to examine every complaint properly and deal with the complaint immediately or within 3 (three) days if the case is more complicated. If this is not possible, the provider shall inform the respective customer about the complaint handling period, which cannot exceed 30 days. For the purpose of the complaint procedure, every customer is obliged to provide their contact data that shall be used to inform the respective customer about further steps in case their complaint cannot be handled on site immediately once filed.

Handling complaints

If any complaint is considered to be fully or partially justified, the respective defect shall be rectified for free or a replacement service shall be provided or an adequate discount on the price shall be agreed by both parties. If any complaint is not considered to be justified, the customer shall be informed in writing about the reasons why the complaint has been rejected.

Rectifiable defects

1. Accommodation services

In the field of accommodation services, customers are entitled to have defects rectified free of charge, in time and properly, i.e. to have accommodation replaced or amenities completed in accordance with applicable laws.

2. Catering services

In the field of catering services, if the quality, weight, temperature, amount, price of dishes and/or drinks do not correspond with required standards, every customer is entitled to have the problem rectified free of charge, properly and as soon as possible. Complaints of this kind shall be filed before the customer tastes their dish and/or drink or after having consumed a maximum of ¼ of the dish portion or drink) depending on the kind of the problem.

Non-rectifiable defects

1. Accommodation services

If technical defects cannot be rectified (heating system malfunction, low hot water outflow etc.) and the hotel cannot offer alternative accommodation to the respective customer and the customer has to stay in the defective room, the customer is entitled to get an adequate discount on accommodation based on the respective price list.

If the provider decides to change the accommodation of the customer so that this is much different from the accommodation the customer booked and got confirmed and if the customer does not agree with alternative accommodation, they are entitled to withdraw from their accommodation agreement before spending the first night at the hotel and to be returned the price of the accommodation services they paid.

2. Catering services

If any defects in the field of catering services cannot be rectified, customers are entitled to have their dishes or drinks replaced with new ones or to be returned the price they have paid.

The EI company reserves the right to examine each complaint related to services individually and decide whether the complaint and requirements of the customer are justified.

Every customer is entitled to be reimbursed for unavoidable costs related to filing their complaint.

If any customer – natural person, i.e. user who does not perform the line of their business, occupation or profession when concluding and/or performing their consumer contract is not satisfied with the way how the provider i.e. the seller has dealt with their complaint or thinks that the provider has violated their rights, they are entitled to ask the provider i.e. the seller to have the respective problem rectified. If the provider rejects the request or does not respond to it within 30 days from the day it has been sent by the respective client, once asked by the client as mentioned above, the client is entitled to ask for an alternative dispute resolution in accordance with § 12 Act No. 391/2015 Coll. on Consumer Alternative Dispute Resolution and on amendments and supplements to other acts. The body authorised to deal with alternative dispute resolutions of the provider, i.e. the seller shall be a) the Slovak Trade Inspection, which can be contacted for the above mentioned purpose on the following address: Ústredný inšpektorát SOI, Odbor medzinárodných vzťahov a ARS, Prievozská 32, poštový priečinok (PO Box) 29, 827 99 Bratislava; or electronically on info@soi.sk or b) any other authorised legal entity registered on the list of bodies for alternative dispute resolution of the Ministry of Economy of the Slovak Republic (the list of authorised bodies is available on the website <https://www.mhsr.sk/obchod/ochrana-spotrebitela/alternativne-riesenie-spotrebitelskych-sporov-1/zoznam-subjektov-alternativneho-riesenia-spotrebitelskych-sporov-1>). Every client has the right to choose which of the above mentioned bodies for alternative dispute resolution they choose to have their problem dealt with. To ask for alternative dispute resolution, every client can use an online platform which is available on: <https://www.soi.sk/files/documents/formular/navrh-na-zacatie-ars.pdf>. For more information about alternative dispute resolution, please visit the website of the Slovak Trade Inspection: <https://www.soi.sk/sk/alternativne-riesenie-spotrebitelskych-sporov.soi>.

In Bešeňová on 5/9/2022