



General terms and conditions

1. Parties Supplier:

Mgr. Martin Matt – Biela Chata - provider of accommodation services to the customer (guest) for payment (hereinafter referred to as the "operator"). Customer: Customer of services who concludes a contract with the operator, the subject of which is the provision of accommodation and other services by the operator based on the request of the customer (hereinafter referred to as "customer" or "customer" or "guest"). By concluding a contract with the provider, these General Terms and Conditions become binding for both the operator and the customer and are part of the concluded contract.

2. Reservation of services:

The customer can make a reservation in his own name or for the benefit of a third party. The reservation is confirmed to the customer (guest) by the provider after receiving the order by the guest in the form:

- by phone
- in writing
- electronic

3. Introductory provisions

3.1. These general terms and conditions (hereinafter referred to as "GTC") apply to online reservations of accommodation services provided by the company Mgr. Martin Matt – Biela Chata (hereinafter referred to as the "operator"), use of the online reservation system, payment and cancellation conditions for online reservations made by the client/clients via the website www.bielachata.com as well as all other rights and obligations resulting from legal of the relationship created during the online reservation.

3.2 The client is entitled to use online reservations only if he agrees to the General Terms and Conditions. To the client recommends in your own interest to familiarize yourself with these GTC before making a reservation. When repeatedly using the online reservation, the client is always obliged to familiarize himself with the current version of the General Terms and Conditions. The operator reserves the right to unilaterally change these GTC, while the change to the GTC is effective from the date of their publication on the website www.bielachata.com. If the client does not agree with some of the provisions of these GTC, the operator asks him not to use the mentioned online reservation system. By confirming the reservation, the client expresses unreserved consent to these GTC.

3.3 Each client acknowledges that all prices and terms of reservation and service provision apply exclusively to online reservations made through this website.

3.4 By using the online reservation system, the client declares that he has reached the age of at least 18 years and is capable of acquiring rights and assuming obligations in his own name.

4. Reservation

4.1. When booking online, the client has the opportunity to search for currently available accommodation according to the requirements entered in the booking form (arrival date, departure date, ...) for the prices listed in the operator's price list or directly during the online booking.

4.2. When booking online, after selecting all data for the beginning and end of the stay, additional services, etc., the client fills in all the required data.

4.3. After filling in all the required data, after making the payment in accordance with these GTC and after checking the data, a confirmation will be sent to the client without delay to the e-mail address entered by him

reservations with the reservation number. The assigned reservation number is used for confirmation reservation, as contact information for making any changes or cancellation of the reservation and confirmation upon arrival. For this reason, the client is obliged to keep the reservation number safe.

5. Payment terms

5.1. Payment for the stay booked by the client for offline bookings, i.e. by non-cash bank transfer to the operator's bank account.

5.2. In the case of offline payment, the operator will issue a non-binding reservation in the reservation system for the stay selected by the client, in which case the operator will send the client an individual price offer and payment instructions to his personal email contact.

A stay booked by the client using the so-called offline payment is not binding for the operator or the client (it is a non-binding reservation) and does not mean the client's right to reserve the stay (capacity) for the client. The reservation becomes binding at the moment of crediting funds in the amount of payment for the stay to the operator's bank account. In the event that between the time from the confirmation of the non-binding stay reservation and the crediting of funds in the amount of the payment for the stay to the operator's bank account (i.e. until the time before the reservation becomes binding) the non-binding reserved stay (capacity) is sold out to the client, he will offer the operator offers the client an alternative to using the services (stay) in a new time period. In the event that the client does not agree with the offered alternative, he is entitled to withdraw from the stay reservation and the operator will return the payment made to the client within 14 days from the day of the client's withdrawal from the reservation, by non-cash bank transfer to the client's bank account from which the client made the payment. If the price of the stay is not paid by the due date, the operator is entitled to cancel the reservation without the client's right to any financial or non-financial compensation.

6. Changing or canceling a reservation

Non-arrival for stay

Cancellation fees

6.1. In the case of online reservation of accommodation (purchase of accommodation services), the client is not entitled to withdraw from the contract for the provision of services in accordance with § 7 par. 6 letters k) Act no. 102/2014 Coll. on consumer protection when selling or providing services on the basis of a contract concluded at a distance or a contract concluded outside the seller's premises and on amendments to certain laws as amended. In case of non-use of the accommodation services purchased by the client for reasons on the part of the client, the client is not entitled to any financial or non-financial compensation or substitute performance.

6.2. Any changes made by the client to the online reservation can be made electronically after entering the client's e-mail address entered during the online reservation and the reservation number assigned to the client and sent when the online reservation was made, or in writing, by phone or by e-mail at the operator's contacts at phone number: +421 918 457 804, e-mail address: info@bielachata.com. When requesting to change an online reservation, the client is obliged to always state the reservation number assigned when the online reservation was made and sent to the e-mail address entered by the client when making the online reservation. If the client requests a change to an online reservation that cannot be accommodated due to capacity or other operational reasons, the operator will take all steps to comply with the client's requirements, but the operator is not obliged to comply with the client's request to change the online reservation, and the client is not entitled to for damages or any other performance by the operator due to the impossibility of changing the online reservation.

6.3. If the client withdraws from the contract and cancels the reservation, the operator is entitled to a cancellation fee as follows:

Cancellation fees valid for stays:

Cancellation fee

Changes to the reservation are only possible after prior agreement. The provider does not refund the money for the purchased stay, but the client can choose from two options: a) choosing another available date for booking, or b) issuing a gift voucher valid for 1 year.

You can change the reservation date no later than 14 days before the arrival date.

1. In case of non-arrival of the client for the reserved stay, the operator is entitled to a cancellation fee in the amount of 100% of the price of the ordered and confirmed services.

2. In case of withdrawal of the client from the contract and cancellation of the reservation or in case of partial withdrawal the client from the contract and partial cancellation of the reservation or non-arrival of the client for the booked stay for promotional stays (Article 6 GTC), the operator is entitled to a cancellation fee in the amount of 100% of the price of the ordered and confirmed services.

3. In the case of the client's withdrawal from the contract and cancellation of the reservation, or in the case of the client's partial withdrawal from the contract and partial cancellation of the reservation, or the client's non-arrival for the booked stay in exceptional cases (serious illness, death, natural disaster, etc.), the operator is entitled waive the right to payment of the cancellation fee based on the presentation of reliable evidence of a serious reason for 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 no-show of the client for the stay booked by the client.

7. Special provisions

7.1. In case of ambiguities or questions that arise during online reservations, the client is entitled to contact the reservation department of the operator by phone at phone number: +421 918 457 804, or by email: info@bielachata.com.

7.2. Check-in is possible on the day of the start of the stay according to the reservation from 3:00 p.m. Check-out is on the last day of the stay in the reservation until 11:00 a.m.

7.3. In case of special requests (late arrival or departure from the stay (late check-in or late check-out), the client is entitled to contact the reservation department of the operator by phone at phone number: +421 918 457 804 or by email: info@bielachata.com

8. Promotional stays

8.1. The operator is entitled to offer promotional stays (last minute, first minute, etc.).

The number of rooms reserved for promotional stays is limited.

8.2. The operator is entitled to provide clients with addresses or non-addresses of the so-called promo codes entitling clients to use special actions of the operator. In the event that the client is interested in using the so-called promo code, when booking online, enter the so-called promo code, which entitles the client to use a special promotion of the operator, where the client will also be informed about the period of validity and conditions of use of the so-called promo code. If the specific conditions of the so-called promo codes do not stipulate otherwise, it is possible to promo code can only be used in the case of online booking with online payment. The operator reserves the right to change or cancel the so-called promo code or conditions of its use or validity period even during its validity period. In case of changing the stay reservation using the so-called promo code, it is not possible to use the promo code in case the change of reservation concerns a change of the date of stay outside the period of validity of the so-called promo code. To provide or use the so-called promo code is not a legal claim.

8.3. The discounts provided cannot be cumulated.

9. Protection of personal data

Privacy protection

9.1. The operator company (hereinafter referred to as the operator a.s.) processes personal data in accordance with the generally binding legal regulations of the Slovak Republic, especially in accordance with Act No. 122/2013 Coll. on the protection of personal data and on the amendment of certain laws as amended by Act no. 84/2014 Coll. in the current and valid version (hereinafter referred to as the "Law").

9.2. The operator processes personal data of clients for the purpose of reservation, sale, use of services by clients in the operator's accommodation facilities and control of their use. Personal data is processed for the period necessary to fulfill the purpose of processing - reservation, sale, use of services by clients in the operator's accommodation facilities and control of their use, but for a maximum period of two years from the collection of this data. Personal data processed for the purpose of reservation, sale, use of services by clients in the operator's accommodation facilities and control of their use are processed by the operator on the basis of § 10 par. 3 letters b) of the Act without the consent of the persons concerned.

9.3. The operator processes the client's personal data for marketing purposes, in the case of their express consent, which the client can grant by filling in the data during the online reservation and clicking on consent to the processing of personal data.

9.4. The scope of personal data processed for the purpose of marketing includes: first and last name, e-mail address, mobile phone number, residential address. The client by filling in the data during the online reservation and clicking on consent to the processing of personal data in accordance with § 11 par. 1 of the Act grants the operator consent to process personal data (name and surname, e-mail address, mobile phone number, address) for marketing purposes. At the same time, the client grants the operator consent to the transfer of personal data abroad within the European Union. The operator undertakes not to handle and handle personal data in violation of generally binding legal regulations. Consent to the processing of personal data is granted for a period of 3 years, and the client can revoke this consent in writing at any time by sending a revocation of consent to the address of the operator's registered office, except in cases where the Law does not provide otherwise. By granting consent, the client also confirms that he has been informed of his rights set forth in the Act (especially § 28 of the Act), as well as in Act no. 40/1964 Coll. The Civil Code as amended, in particular for information on the status of processing of personal data in the information system, for the correction of incorrect or out-of-date processed personal data, for the disposal of personal data, if the purpose of processing has been fulfilled and for the disposal of personal data, if to the violation of the Act, and that the personal data provided by him coincide with the facts, and that they are complete, true and accurate, and at the same time grants consent for a period of 3 years to send commercial and advertising materials (so-called newsletters) in any electronic form of messages (via e- e-mail, SMS) regarding the services provided by the operator and its business partners, while the client is entitled to revoke the consent given at any time by written notice sent to the contact address of the operator or to the email address specified directly in the newsletter.

9.5. During the processing of personal data, the operator may carry out processing operations that include the cross-border transfer of provided personal data abroad within the member states of the European Union, or access to this data from abroad through remote access due to the administration of the information system by an intermediary based in this country. During the transfer, the operator ensures the maximum protection of personal data by encryption and the use of software and hardware tools to secure the transferred data.

9.6. The operator uses high ethical standards and respects the privacy of clients. With the exception of disclosure of data required by law or other generally binding legal regulations, the operator will not make any personal data available to third parties without the client's consent. The reservation system currently uses the most modern encryption systems for sensitive data.

9.7. In accordance with the legal regulations of the Slovak Republic, the operator carries out all measures and operations for the processing of personal data so that the affected persons are properly and timely informed about their rights, which belong to them under the legal regulations of the Slovak Republic, but also on the basis of European legislation and binding international treaties and conventions. In the case of receiving a legitimate request from the person concerned, the operator will handle this request within 30 days from the date of delivery of the request.

9.8. The affected person has the right, in particular, on the basis of a written request addressed to the operator, to request information on whether or not his personal data is processed in the operator's information systems, from which source his personal data was obtained, information on the scope or list of processed personal data, correction or liquidation of your incomplete, incorrect or out-of-date personal data, liquidation of personal data whose purpose of processing has already expired or which are the subject of unauthorized processing.

9.9. The person concerned has the right to object to the processing of personal data for purposes other than those for which the personal data were lawfully provided and to the processing of personal data that could unjustifiably and reasonably interfere with his rights and legally protected interests, as long as this objection is authorized. The operator is obliged to block and dispose of such personal data without undue delay as soon as circumstances permit.

9.10. In case of suspicion of unauthorized processing of personal data, the person concerned has the right to submit a proposal to the Office for Personal Data Protection of the Slovak Republic to initiate proceedings for the protection of personal data.

9.11. The affected person, who does not have full legal capacity, exercises his rights through a legal representative.

9.12. The rights of the affected person who is no longer alive can be exercised by a close person according to the special legal regulations of the Slovak Republic.

10. Final Provisions

10.1. These General Terms and Conditions and the legal relationships established on their basis are governed by the legal order of the Slovak Republic. Should any provision of these GTC be or become invalid, ineffective or unenforceable, such invalidity, ineffectiveness or unenforceability does not affect the validity and effectiveness of other provisions of these GTC.

10.2. When confirming an online reservation, the client expresses his agreement with these GTC and undertakes to comply with them. The operator reserves the right to change these GTC. The obligation of written notification of changes to the General Terms and Conditions is fulfilled by placing the changed General Terms and Conditions on the operator's website info@bielachata.com

10.3. All relationships not regulated by these GTC are governed by generally binding legal regulations valid in the territory of the Slovak Republic.

10.4. These General Terms and Conditions become valid and effective on 01.12.2022 and apply to online reservations of accommodation and related services. If the provisions of the business terms and conditions relating to individual services contain a different arrangement than these General Terms and Conditions, the provisions of the special business terms and conditions are decisive and they take precedence over the provisions of these General Terms and Conditions. To the extent that the provisions of the special terms and conditions differ from the provisions of these

General Terms and Conditions, the provisions of the special terms and conditions are decisive.

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