



DAMIAN JASNA

COMPLAINT POLICY

1. Introductory Provisions

1.1. This complaint policy regulates the procedure for lodging complaints regarding services provided by **DAMIAN JASNA HOTEL RESORT & RESIDENCES s.r.o.**, with its registered office at **Demänovská Dolina 555, 031 01 Demänovská Dolina**, registered in the **Commercial Register of the District Court Žilina, Section Sro, File No. 85769/L** (hereinafter referred to as the "Provider"). This policy applies to accommodation, catering, and other hotel services (hereinafter referred to as "services") at **Swissôtel Damian Jasna** (hereinafter referred to as the "Hotel"), provided to guests who are consumers within the meaning of **Section 2(a) of Act No. 250/2007 Coll. on Consumer Protection**. It also applies to the sale of goods offered by the Provider.

1.2. Complaints lodged by legal entities or sole proprietors who are not consumers are governed by the relevant provisions of **Act No. 513/1991 Coll. Commercial Code**.

1.3. This complaint policy applies to lodging claims related to defects in accommodation, catering, and other hotel services provided at the Hotel from the time of the guest's check-in until their check-out. It also applies to the sale of supplementary goods at the Hotel.

1.4. The Provider, in accordance with **Section 18(1) of the Consumer Protection Act**, hereby informs customers about the conditions and procedures for asserting rights arising from liability for defects (hereinafter referred to as "complaints"), including information on how and where a complaint may be filed.

1.5. The provision of services is governed by the relevant provisions of the **Civil Code**, in conjunction with the applicable provisions of the **Consumer Protection Act** and other generally binding legal regulations.

1.6. The guest has the right to be provided with accommodation, catering, and other hotel services of the agreed or usual scope, quality, quantity, and timing, and/or to be supplied goods of standard quality.

1.7. A complaint refers to the assertion of liability for defects in the services provided or in supplementary goods sold by the Provider to customers at the Hotel.

2. Liability for Defects

2.1. The Provider is responsible for defects present in the service at the time it is provided to the guest or in the goods at the time they are received by the guest.

2.2. Provisions concerning the warranty period follow **Sections 620 and 621 of the Civil Code** for guests who are consumers; otherwise, they are governed by the applicable provisions of the **Commercial Code**.

2.3. A defect is not considered a change in the goods that occurs during the warranty period as a result of wear and tear, improper use, or unauthorized or incorrect intervention in the goods.

2.4. The guest is required to inspect and check the goods upon receipt and/or the service upon its provision.

2.5. Obvious defects are those that are identifiable at the time of receipt of the goods and/or service (e.g., quantity discrepancy, poor service quality), which the guest is required to report immediately to the Provider.

2.6. The Provider is not liable for defects that the guest was aware of before entering into the contract or which, given the circumstances, they should have known about.

3. Guest's Right to File a Complaint

3.1. If services of lower quality or a lower scope than agreed or usual are provided to the guest at the Hotel, the guest has the right to file a complaint. The guest may exercise their complaint right in the form of:

- Requesting rectification,
- Supplementation,
- Replacement,
- Provision of a new service, or
- A reasonable discount on the paid price.

3.2. The guest must assert their claims for service or goods defects (complaints) without undue delay after discovering the reason for the complaint. For services, complaints must be lodged no later than at the end of the stay; for goods, no later than the expiry of the warranty period. Otherwise, the right to complain is forfeited.

3.3. The guest must lodge a complaint in person with the responsible staff of the Provider as specified in Section 4.6 of this complaint policy. If the complaint concerns goods, it must be sent in writing or electronically along with the goods.

3.4. The Provider must accept complaints in the Hotel through an authorized employee and issue a confirmation of receipt.

4. Method and Deadlines for Filing Complaints

4.1. If the guest finds a reason to lodge a complaint, they must do so immediately, without undue delay, with the responsible employee of the Provider.

4.2. The guest must provide proof of purchase of services and/or goods (e.g., order confirmation, invoice, receipt, contract) when lodging a complaint.

4.3. If the nature of the complaint requires it, the guest must present the defective item when filing the complaint.

4.4. The responsible employee shall record the lodged complaint in a complaint log, including details of the complaint circumstances and the defects reported by the customer. Upon lodging the complaint, the Provider shall issue a confirmation to the guest. The Provider shall determine the method of complaint resolution immediately or, in complex cases, within three working days. If it is not possible to resolve the complaint within this period, the Provider shall inform the guest of the estimated resolution time, which must not exceed 30 days from the date of filing.

4.5. The guest must provide the necessary cooperation in processing the complaint, including giving objective information regarding the complaint and allowing access to the relevant premises if necessary.

4.6. Complaints must be filed with the responsible managers at the respective Hotel departments or with an authorized employee of the Hotel.

5. Handling of Complaints

5.1. If the defect is removable, the guest has the right to request proper, timely, and free rectification.

5.2. If the defect is irremovable, and the service cannot be provided properly, the guest has the right to a proportionate discount or to withdraw from the contract and receive a refund.

5.3. The Provider reserves the right to assess each complaint on an individual basis.

6. Protection of Personal Data

6.1. Information regarding the protection of personal data is detailed in the Provider's **Privacy Policy**, which is available on the website:

<https://www.damianjasna.sk/upload/files/GDPR%281%29.pdf>.

7. Final Provisions

7.1. Alternative Dispute Resolution: If a guest (consumer) is not satisfied with the way the Provider handled their complaint or believes their rights have been violated, they have the right to request a remedy from the Provider.

7.2. If the Provider rejects the guest's request or fails to respond within 30 days, the guest has the right to initiate an alternative dispute resolution under **Section 12 of Act No. 391/2015 Coll. on Alternative Consumer Dispute Resolution**. The competent authority for alternative consumer dispute resolution is the **Slovak Trade Inspection**, which can be contacted at:

- Address: **Ústredný inšpektorát SOI, Bajkalská 21/A, 827 99 Bratislava 27**
- Email: ars@soi.sk / adr@soi.sk

7.3. The complaint policy is published on the Hotel's website www.damianjasna.sk and is available at the Hotel reception. By accepting the service and/or goods, the consumer confirms that they have been informed about this complaint policy.

Issued in **Demänovská Dolina**, on 01.12.2024.