

## CLAIM RULES OF THE HOTEL VICTORIA \*\*\*\*

In order to ensure the proper proceeding when dealing with claims of shortages of goods and services that are sold and provided in Hotel Victoria\*\*\*\* on the basis of the Law on Consumer Protection No. 250/2007 Coll. these Claim Rules are issued:

### Article I. Right to the claim

1. The client has the right to claim eventual shortages in the offered services and faults on the bought goods including the right on their removal, exchange, completion, eventually compensatory new service or an appropriate discount of the agreed price that has been paid for the services or goods.

### Article II. Subject of the claim

1. Shortages in the quality of food and drinks that are intended to immediate consumption can become the subject of a claim, which the client shall apply in the hotel immediately, first of all to the waiter.
2. If the shortages of food and drinks that are intended to immediate consumption relate to the amount and weight, the claim must be set up before tasting the meals served.
3. The claims of shortages of another goods or services shall be set up by the client first of all in the hotel, where he purchased the goods or services and he has to apply for the claim immediately, without any delay, on the basis of the bill from the electronic cash register, in case of goods till the end of the warranty period at the latest. Without submitting the receipt the hotel Victoria\*\*\*\* may not accept the claim.
4. Shortages of accommodation can be the subject of the claim, first of all to the receptionist, without any delay. The right to claim of shortages of accommodation extinguishes, if the claim was not set up within 6 months at the latest from the service provided.
5. The client shall submit with the claim all relevant documents about provided service or purchased goods that he complains about the fault or shortage.

### Article III. Proceeding when dealing with claims

1. Catering
  - a) The faults in foodstuffs are considered as non-removable. If a fault in the foodstuffs, food or drink occurs, the client has right to ask for their replacement or refund of the price paid or discount.
  - b) If the proper quality, weight, measure or temperature of the food or drink is not met, the client has the right to the proper removal of failures in time and free of charge.
2. Accommodation

The client is entitled to ask for proper removal of failures in time and free of charge, namely:

  - a) Replacement of the faulty or supply of the small equipment of the room.

- b) In case it is not possible to remove the faults resulting from the technical nature of the defect in the hotel room (heating system failure, insufficient water pressure, warm water supply failure, failure in the power consumption, etc.), and if the hotel Victoria\*\*\*\* can not offer the client another compensatory accommodation, and he will get the room in spite of these shortages, the client is entitled to be given a price reduction after mutual agreement or he has the right to cancel the contract before staying overnight and refund the price paid for the accommodation.

3. The claim shall be settled by the hotel manager or authorized employee of the hotel Victoria\*\*\*\*, who is obliged to verify the claim and decide on the way of the claim settlement. If it is not possible to settle the claim upon agreement, the manager or the authorized employee shall put down the claim of the client to the claim protocol. In this protocol the client shall quote exact identification of the provided service or purchased goods, time when the service was provided or the goods purchased and description of their shortage.
4. If the client in the course of claim settlement gives to the employee of the Victoria\*\*\*\* a written document about the provided services or purchased goods or the claimed goods, this fact must be expressly stated in the claim protocol.
5. The hotel manager or authorized employee of the hotel Victoria\*\*\*\* shall decide immediately whether the claim of the shortages under the Article II. is justifiable, in more complicated cases within 3 working days at the latest.
6. If a specialized examination of the claimed shortage is needed, the claim settlement shall not exceed 30 days.
7. The client receives a copy of the claim protocol and the way of claim settlement.

### Article IV. Cooperation of the client when dealing with the claim

1. The client is obliged to take part in the claim settlement by providing the employee of the hotel Victoria\*\*\*\* with truthful information regarding the provided services or purchased goods.
2. If the nature of the claim requires, the client shall enable the employee of the hotel Victoria\*\*\*\* access into the room which has been rented to him in order to verify the justice of the claim.

### Article V. Final provision

These Claim Rules come into force on January 1, 2012.

Ing. Ondrej Čuraj  
Executive manager