

GENERAL TERMS AND CONDITIONS

MT LOMNICKÝ ŠTÍT 2020/2021

1. Introductory provisions

- 1.1 These terms and conditions of the **Tatry mountain resorts, a.s.** company, with the registered office at Demänovská Dolina 72, 031 01 Liptovský Mikuláš, Company number: 31 560 636, registered in the Commercial Register of District Court Žilina, Section: Sa, Insertion No.: 62/L (hereinafter referred to as “**TMR company**” or “**operator**”) specify the provision of services – cable car transport from Skalnaté pleso to the top of Mt Lomnický štít and back (hereinafter referred to as “**Mt Lomnický štít**”).
- 1.2 Before booking, all clients and individuals who plan to use the Mt Lomnický štít service should acquaint themselves with the latest version of these general terms and conditions that is effective as well as the operator’s general terms and conditions. By buying the Mt Lomnický štít service, every client and all individuals who plan to use the Mt Lomnický štít service declare that they have acquainted themselves with these general terms and conditions as well as the operator’s general terms and conditions and they have understood them. The TMR company is entitled to unilaterally change these general terms and conditions as well as the operator’s general terms and conditions and any change of such kind shall be effective from the day when the changed version of these general terms and conditions and/or operator’s general terms and conditions are published.
- 1.3 As for purchasing and using the Mt Lomnický štít service, these general terms and conditions apply together with the operator’s general terms and conditions and the general terms and conditions of the GOPASS programme. If these general terms and conditions differ from operator’s general terms and conditions or the general terms and conditions of the GOPASS programme, these general terms and conditions shall be decisive and given priority to the operator’s general terms and conditions and the general terms and conditions of the GOPASS programme in every point they are different.
- 1.4 Every customer can buy the Mt Lomnický štít service which includes cable car transport from Skalnaté pleso to the top of Mt Lomnický štít and back.

2. Mt Lomnický štít service – purchase and price

- 2.1 Every customer can buy the Mt Lomnický štít service *online* through the GOPASS programme www.gopass.travel or *offline* in the client centre in the Vysoké Tatry – Tatranská Lomnica resort.
- 2.2 Types of the Lomnický štít service:
 - 2.2.1 Mt Lomnický štít service purchased online:
 - 2.2.1.1 Mt Lomnický štít service for 2 to 5 people at the price of EUR 109 (the service can be used by 2-5 people while the number of passengers applies to one cable car cabin from Skalnaté pleso to Mt Lomnický štít and back);
 - 2.2.1.2 Mt Lomnický štít service for 6 to 10 people at the price of EUR 199 (the service can be used by 6-10 people while the number of passengers applies to one cable car cabin from Skalnaté pleso to Mt Lomnický štít and back);
 - 2.2.2 Mt Lomnický štít service purchased offline:
 - 2.2.2.1 Mt Lomnický štít service for 1 person at the price of EUR 59 (the service can be used by 1 person while the number of passengers applies

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- to one cable car cabin from Skalnaté pleso to Mt Lomnický štít and back);
- 2.2.2.2 Mt Lomnický štít service for 2 to 5 people at the price of EUR 109 (the service can be used by 2-5 people while the number of passengers applies to one cable car cabin from Skalnaté pleso to Mt Lomnický štít and back);
 - 2.2.2.3 Mt Lomnický štít service for 6 to 10 people at the price of EUR 199 (the service can be used by 6-10 people while the number of passengers applies to one cable car cabin from Skalnaté pleso to Mt Lomnický štít and back).
- 2.3 The price of individual types of the Mt Lomnický štít service as defined in item 2.2 is fixed regardless the number of passengers who use it.
 - 2.4 When purchasing the Mt Lomnický štít service, every customer is obliged to fill in and sign a statutory declaration to confirm that all passengers who want to use the Mt Lomnický štít service, i.e. cable car transport from Skalnaté pleso to the top of Mt Lomnický štít and back live in the same household. Every customer is responsible for the contents of their declaration. If any statutory declaration turns out to be false, the operator is entitled to prevent all related customers from using the Mt Lomnický štít service without any financial or non-financial compensation or returning the paid price or its aliquot part.
 - 2.5 The Mt Lomnický štít service includes the Value Added Tax in accordance with applicable legislation.

3. Details of the Mt Lomnický štít service and how the service is used

- 3.1 The Mt Lomnický štít service includes cable car transport from Skalnaté pleso to the top of Mt Lomnický štít and back for customers who use the Mt Lomnický štít service at the same time.
- 3.2 Mt Lomnický štít tickets can be collected by the ordering party or any other customer who is about to use the Mt Lomnický štít service in the client centre of the Vysoké Tatry – Tatranská Lomnica resort on the day of arrival soon enough so that they don't miss their cable car trip from Skalnaté pleso to Mt Lomnický štít that they have purchased.
- 3.3 The client centre in the Vysoké Tatry – Tatranská Lomnica resort is opened daily from 8:00am to 4:00pm (contact details: + 421 903 112 200, email: info@vt.sk).
- 3.4 All clients should arrive at Skalnaté pleso at least 30 minutes before their scheduled departure of the cable car that operates between Skalnaté pleso and Mt Lomnický štít.
- 3.5 The operator reserves the right to change the times and operation of the cable car between Skalnaté pleso and Mt Lomnický štít, as well as other cable cars and chairlifts due to bad weather, technical and/or operational conditions.
- 3.6 Every customer is obliged to check the departure time of the cable car from Skalnaté pleso to Mt Lomnický štít at the ticket office of the operator once they arrive at Skalnaté pleso.
- 3.7 Every customer can stay on top of Mt Lomnický štít for 50 minutes from the moment they disembark the cable car on Mt Lomnický štít.

4. No-show, cancellation and cancellation terms

- 4.1 Customers are not entitled to be compensated financially or non-financially, or to be offered to use the service at another time if they fail to use the Mt Lomnický štít service partially or completely due to reasons caused by them or without specifying the reasons. This applies also to any failure to use the full service as a result of not respecting the instructions of operator's staff regarding the schedule and/or opening times of the transport facilities or providing false information.

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- 4.2 The Mt Lomnický štít service can be cancelled only if a cancellation fee of 100% of the service price is paid. The operator is entitled to set off their financial claim to the cancellation fee against the claim of the customer to receive the paid price of the Mt Lomnický štít service back, which the customer shall be informed about.

5. Booking changes or cancellation of the Mt Lomnický štít service by the operator, force majeure

- 5.1 The operator reserves the right to cancel or interrupt or stop the provision of the Mt Lomnický štít service partially or completely due to the following reasons:
- 5.1.1 bad weather conditions (wind, storm, severe frost, glaze ice, snowfall, low visibility, avalanche danger etc.);
 - 5.1.2 electricity supply interruption caused by the supplier or as a result of force majeure;
 - 5.1.3 malfunction of facilities and machines that could endanger the safety, health, property or lives of customers, the staff or the property of the operator;
 - 5.1.4 technical and/or constructional malfunctions and/or changes on Mt Lomnický štít;
 - 5.1.5 other operational and organisational changes caused by the operator;
 - 5.1.6 force majeure.
- 5.2 If any Mt Lomnický štít service is cancelled by the operator due to any of the reasons specified in item 5.1 of these general terms and conditions, the respective customer is entitled to have the full price of the Mt Lomnický štít service paid back by the operator once they are informed about the service cancellation by the operator. In such case, the amount shall be returned in the same way as it was paid originally by the customer, within 14 days from the day that follows after the service was cancelled by the operator.
- 5.3 The operator is not responsible for any other costs or damages related to the transport of customers to and from the destination where the Mt Lomnický štít service is offered. The same applies to costs and damages related to staying longer on Mt Lomnický štít due to reasons specified in item 5.1 of these general terms and conditions. Customers are not entitled to be compensated financially or non-financially, or offered to use the service at another time due to reasons specified above.

6. Complaints policy

- 6.1 Services are provided by the TMR company in accordance with Act no. 40/1964 Civil Code as subsequently amended as well as 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 on all other generally binding legal regulations.
- 6.2 Every customer is entitled to be offered the service labelled as Mt Lomnický štít service in the agreed or regular scope, quality, amount and time period.
- 6.3 Exercising responsibility for defects on provided services is considered a complaint.
- 6.4 All complaints are governed by applicable provisions of the general terms and conditions of the operator unless otherwise specified by these general terms and conditions.
- 6.5 Every customer is entitled to be financially compensated for inevitable costs that incurred by filing their complaint.
- 6.6 **The provider reserves the right to examine each complaint case individually.**

7. Special provisions

- 7.1 The operator does not recommend the service labelled as Mt Lomnický štít service for children up to six (6) years. The same applies to ill and handicapped customers unless they have consulted a doctor before.
- 7.2 Every physically handicapped customer on a wheelchair who wants to use the Mt Lomnický štít service or any adult who accompanies such handicapped customer is obliged to inform the

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operator about the handicap when buying the Mt Lomnický štít service. Before entering the respective cable car, every physically handicapped customer on a wheelchair or the adult who accompanies the handicapped customer is obliged to ask for help with transporting the wheelchair by the cable car. Based on such request, the operator shall ensure assistance for the physically handicapped passenger so that they can embark and disembark the means of transport more comfortably. To arrive at the embarkation area, the handicapped passenger shall arrange everything by themselves in cooperation with their companion(s). Members of the operator's staff who are on duty at the respective cable car shall help the handicapped passenger to embark and disembark the car. To do so, the respective cable car must be stopped at the station. Cable car transport of handicapped passengers on the route Skalnaté pleso – Mt Lomnický štít is available only for passengers with folding wheelchairs. However, every passenger on a wheelchair must note that the areas of the lower and upper cable car stations as well as on top of Mt Lomnický štít are not wheelchair-friendly (not barrier-free) as 4 storeys (80 stairs) must be climbed in the upper station building and there is no lift or escalator. If any passenger on a wheelchair decides to use cable car transport on the route Skalnaté pleso – Mt Lomnický štít, they must be accompanied by at least two other adult passengers.

- 7.3 If any damage is caused on the property of the operator by any customer while using the Mt Lomnický štít service, the respective customer is obliged to compensate the operator for the damage in its entirety if asked to do so. Legal representatives of underage customers are liable for any damage caused by the underage customers.

8. Personal data protection, Alternative dispute resolution

- 8.1 All relevant details related to the protection of personal data are included in the Privacy Policy of TMR Group and published on the website: www.tmr.sk/o-nas/gdpr/.
- 8.2 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 customer, once asked by the client as mentioned above, the customer 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 ars@soi.sk or adr@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 <http://www.mhsr.sk/zoznam-subjektov-alternativneho-riesenia-spotrebiteľských-sporov/146987s>). Every customer 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 customer can use an online platform which is available on http://ec.europa.eu/consumers/odr/index_en.htm. For more information about alternative dispute resolution, please visit the website of the Slovak Trade Inspection: <http://www.soi.sk/sk/Alternativne-riesenie-spotrebiteľských-sporov.soi>.

9. Final provisions

- 9.1 These general terms and conditions, and all legal relations resulting from them are based on the laws of the Slovak Republic. All legal relations that are not specified by these general terms and

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conditions shall be governed by generally binding legal regulations that are effective in the Slovak Republic.

- 9.2 Any dispute resulting from these general terms and conditions, including disputes regarding the interpretation of these general terms and conditions if the dispute between the parties of the respective legal relationships is not resolved successfully shall be referred to Slovak courts.
- 9.3 These general terms and conditions become effective and come into force on 19.12.2020.
- 9.4 These general terms and conditions specify the provision of the service labelled as Mt Lomnický štít service in the scope and way as specified by these general terms and conditions. If these general terms and conditions differ from the operator's general terms and conditions and/or the general terms and conditions of the GOPASS programme, these general terms and conditions shall be decisive and given priority to the operator's general terms and conditions and/or the general terms and conditions of the GOPASS programme, and/or other terms and conditions of the operator in every point they are different. All issues not specified by these general terms and conditions shall be governed by the operator's general terms and and/or the general terms and conditions of the GOPASS programme. This does not apply to exceptions specified in these general terms and conditions.

Supervisory bodies

Central Inspectorate of the Slovak Trade Inspection, Prievozská 32, Bratislava

Inspectorate of the Slovak Trade Inspection for the Žilina region with the registered office in Žilina, Predmestská 71, 011 79 Žilina

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