

The ordering party accepts these terms and conditions by filling in and sending a binding order.

TERMS AND CONDITIONS

1. Cable car tickets and accommodation voucher

The ordering party or any of the clients that are about to use the services can pick up cable car tickets for the route Tatranská Lomnica – Mt. Lomnický štít and back along the respective accommodation voucher for a night on Mt. Lomnický štít (hereinafter referred to as "stay") in the Information centre in Tatranská Lomnica based on a receipt which proves that the Tatry mountain resorts a.s. company has accepted the binding order. The Information centre is open every day from 08:00 to 16:00. The phone number is +421 903 11 22 00, the email address: info@vt.sk.

2. Product and price

The price of the stay includes:

- cable car tickets for the route Tatranská Lomnica – Skalnaté pleso - Skalnaté pleso – Mt. Lomnický štít and back;
- a welcome drink and a 4-course dinner served in the DEDO café (Mt. Lomnický štít), a bottle of wine and midnight refreshment;
- service in the DEDO café (Mt. Lomnický štít) on the day of arrival until 24:00 and from 7:00 on the day of departure;
- accommodation for 4 people in a room with two (2) double beds (hereinafter referred to as "**room Comfort**") or for 2 people in a room with 1 double bed (hereinafter referred to as "**room Standard**") depending on the order of a client,
- breakfast in Skalnaté pleso.

All accommodation rates are specified in the Price list of the TMR company, which is published on the website of the TMR company - www.lomnickystit.com, and depend on the number of clients, the type of the booked room and the date of stay.

If the clients wish one more person to join them, the 5th person can sleep on an extra bed only in room Comfort. There is a 100,- EUR incl. VAT surcharge for the 5th person. The stay can be paid for ONLY via bank transfer to the account of the Tatry mountain resorts, a.s. company which is written on the invoice. The payment is to be made in the total amount (i.e. 100% of the price) based on a prepayment invoice issued by the Tatry mountain resorts, a.s. company before the service is used, i.e. the guests arrive at the accommodation facility. The prepayment invoice contains the total price of the stay (100%) and the due date is 7 days after the invoice has been issued. In order to avoid any misunderstandings, the day when the respective amount of money is credited to the bank account of the Tatry mountain resorts a.s. company, which is written on the invoice, is considered the day of completed payment. If the prepayment invoice is not paid within the due period and in the full amount, the Tatry mountain resorts, a.s. company is entitled to cancel the respective advance or binding reservation. The clients will be informed if their reservation is cancelled. The number of persons in binding reservation is binding upon sending the binding order by a client. It is not possible to alter subsequently the number of persons.

Room Comfort is a room with 2 double beds and is determined for up to 4 people (with an extra bed available for the 5th person). Room Comfort has a separate bathroom with toilet.

Room Standard is a room with 1 double bed and is determined for up to 2 people. Room Standard does not have a separate bathroom with toilet. Guests accommodated in room 2 can use the toilet and washbasin in the hallway.

3. Itinerary

Clients are advised to arrive in Skalnaté pleso 30 minutes before the last cable car departs from Skalnaté pleso to Mt. Lomnický štít. Departure times of the last cable car from Skalnaté pleso to Mt. Lomnický štít in individual months are as follows:

- January – 14:20;
- February – 14:40;
- March, April, May, June – 15:40;
- July and August – 17:40
- September – 15:40;
- October – 14:40;
- November, December – 14:20.

The Tatry mountain resorts, a.s. reserves the right to change the operating times and the schedule of the cable car Skalnaté pleso – Mt. Lomnický štít as well as other cable cars. In case of any time changes, the clients will be informed by the staff of the Information centre. Once they arrive in Skalnaté pleso, the ordering party and/or clients who are about to use the service are obliged to ask about exact departing times of the cable car to Mt. Lomnický štít at the ticket office of the Tatry mountain resorts a.s. in Skalnaté pleso. Once they arrive on top of Mt. Lomnický štít, the ordering party and/or clients who are about to use the service have to show their accommodation voucher in the DEDO café.

The cable car leaves from Mt. Lomnický štít to Skalnaté pleso on the day that follows after the check-in day, from 08:00 to 09:40. The exact time is to be arranged with the staff of the DEDO café.

Once they arrive in Skalnaté pleso, the ordering party and/or clients who are about to use the service have to show their accommodation voucher in the self-service restaurant which serves breakfast.

4. Cancellation policy

In the event of withdrawal from a contract or cancellation of a stay by the customer, the customer shall pay a cancellation fee of the following amount:

- between the order confirmation date and 29 days before arrival	no cancellation fee,
- between 28 days and 14 days before arrival	40% of the price of the stay,
- between 13 days and 8 days before arrival	80% of the price of the stay,
- from 7 days to the date of commencement of the stay	100% of the price of the stay.

In the event of withdrawal from a contract or cancellation of a stay by the customer for stays with check-in dates of 31 December and 14 February, the customer shall pay a cancellation fee of 100% of the price of the stay.

A cancellation fee is payable based on a request from TMR for its payment (in the form of an invoice), and the customer must pay it when cancelling a stay. TMR will gain entitlement to a cancellation fee after the payment of the price of a stay by the customer, as the customer's reservation becomes binding with the payment of the price of the stay. TMR is entitled to unilaterally set off its claim against the customer, the legal reason for which is the payment of a cancellation fee by the customer, against the customer's claim against TMR for the refund of the price of a stay. The customer will be informed by TMR of such unilateral set-off.

5. Cancelling and interrupting of transport, cancelling and postponing of accommodation services Tatry mountain resorts, a.s. reserves the right to cancel or interrupt the transport due to:

1. bad weather conditions (wind, storm, severe frost with glaze, snow, lower visibility), or
2. interrupted power supply by the provider, or
3. technological defects that can endanger the safety, health, property or life of clients or the property of the Tatry mountain resorts, a.s. company, or
4. other operational or organisational changes made by Tatry mountain resorts, a.s.

Tatry mountain resorts, a.s. reserves the right to cancel or interrupt the provision of accommodation services

1. in case of any legal reasons that enable the provider to cancel or interrupt the transport on the route Tatranská Lomnica – Skalnaté pleso and/or Skalnaté pleso – Mt. Lomnický štít;
2. due to technological and/or constructional malfunctions and/or changes in the accommodation facility;
3. other operational or organisational changes made by Tatry mountain resorts, a.s..

6.. Fees refund policy

Refunding paid fees due to the above mentioned reasons in accordance with valid Transportation Rules of Tatry mountain resorts, a.s.:

1. If the ordering party and/or clients who are about to use the service cannot use transportation by the cable car or do not reach the upper station on top of Mt. Lomnický štít due to any of the reasons specified in item 5 of these terms and conditions, the Tatry mountain resorts, a.s. company shall return the total price of the stay that the clients have paid.
2. If transportation in one of the sections between Mt. Lomnický štít and Tatranská Lomnica cannot be provided due to reasons specified in item 5 of these terms and conditions, the ordering party shall be returned an aliquot part of the travel ticket for the respective non-completed section according to the valid price list of the Tatry mountain resorts, a.s. company.
3. The Tatry mountain resorts, a.s. company is not responsible for any other costs of the ordering party and/or clients incurred in connection with their arrival (or departure) to (from) the accommodation and transport facilities of the provider or a prolonged stay on Mt. Lomnický štít due to any of the above mentioned reasons.

7. Alternative solution of disputes

In case the customer – consumer, a natural person who does not act within the object of his/her business activity, employment or occupation in concluding and performing the consumer contract, is not satisfied with the solution of his/her complaints by the operator or seller, or he/she supposes that the operator has violated his rights, the customer is authorized to address the operator or seller asking them for remedy. In case the operator rejects the customer's request related to the previous sentence or he/she does not reply the request within 30 days from the day of dispatch by the customer, the customer is authorized to submit a proposal for the initiation of an alternative solution of the disputes pursuant to § 12 Act no. 391/2015 Coll. on alternative solution of consumer disputes on the amendment of certain laws. The relevant body for alternative solution of consumer disputes with an operator or seller is: a) Slovak Trade Inspection, which can be contacted for those purposes at Ústredný inšpektorát SOI, Odbor medzinárodných vzťahov a ARS, Prievozská 32, P.O. Box 29, 827 99 Bratislava or by email ars@soi.sk or adr@soi.sk, or b) another relevant legal person listed in the List of Subjects for Alternative Solution of Disputes managed by the Ministry of Agriculture of the Slovak Republic (the list of authorized subject is available at <http://www.mhsr.sk/zoznam-subjektov-alternativneho-riesenia-spotrebitelskych-sporov/146987s>), . The customer is authorized to choose from the above mentioned subjects of alternative solution of disputes. The customer is authorized to submit the proposal for the solution of his/her consumer disputes by the means of the online platform for alternative solution of disputes, which is available at http://ec.europa.eu/consumers/odr/index_en.htm. For more information on the alternative solution of consumer disputes see the web page of Slovak Trade Inspection: <http://www.soi.sk/sk/Alternativne-riesenie-spotrebitelskych-sporov.soi>.

8. Protection of personal data

1. The Tatry mountain resorts, a.s. company processes personal data in accordance with the generally binding law of the Slovak Republic, mainly Act no. 122/2013 Coll. on Protection of Personal Data and Changing and Amending of other Acts in Act no. 84/2014 Coll. as subsequently amended (hereinafter referred to as "Act").
2. The Tatry mountain resorts a.s. company processes personal data of clients for the purpose of selling services, keeping records and providing services – A night on Mt. Lomnický štít. The personal data are processed for the period which is required to fulfil the purpose – selling services, keeping records and providing services – A night on Mt. Lomnický štít, however, no longer than for two years after the respective data have been provided. The personal data collected for the purpose of selling services, keeping records and providing services – A night on Mt. Lomnický štít are processed by the Tatry mountain resorts, a.s. company in accordance with § 10 Section 3 item b) of the Act without consent of the respective client(s).
3. The Tatry mountain resorts, a.s. company processes the personal data of the clients for marketing purposes only when the clients agree by filling in their data and sending the completed "Binding reservation" form to the respective email address of Tatry mountain resorts, a.s.
4. The scope of the data processed for the purpose of selling, record keeping and providing services – A night on Mt. Lomnický štít includes: name and surname, title, contact address, date of birth, email address, mobile phone number, photo (of every client) which is made by a special turnstile camera and serves to control if the service – A night on Mt. Lomnický štít is used in accordance with these terms and conditions.
5. The scope of the data processed for marketing purposes includes: name and surname, email address and mobile phone number. In accordance with § 11 Section 1 Act and by signing the "Binding reservation" form every client gives consent to Tatry mountain resorts, a.s. to have his/her personal data, which include: name and surname, email address and mobile phone number, provided to business partners of Tatry mountain resorts, a.s. including the ŽS REAL, a.s. This consent also applies to the GOPASS programme (www.gopass.sk) and to marketing purposes. Every client hereby agrees to have his/her personal data transferred by the operator to the countries of the European Union. The operator undertakes to follow all generally binding laws when manipulating with these personal data. The consent to have personal data processed is valid for the period of 3 years and can be cancelled anytime, in writing in the form of a letter sent to the registered office of the operator unless otherwise specified by the Act. By signing and sending the form, every client acknowledges having been advised on their rights specified by the Act (mainly Provision § 28) and Act no. 40/1964 Coll. as subsequently amended which are related mainly to information on the procedure of personal data processing by an information system, correcting of incorrect or non-current data, liquidating of personal data if the purpose of data processing has been accomplished, and liquidating of personal data if the Act has been violated. Every client also confirms that all personal data he/she has provided are true, complete and accurate, and agrees to have marketing and business materials (so called newsletters) related to the services provided by Tatry mountain resorts, a.s. or their business partners sent via electronic media (email, text message) for the period of 3 years; and he/she is entitled to cancel this consent anytime, in writing in the form of a letter sent to the contact address of the operator or the email address which is entered in the newsletter.
6. While processing personal data, the Tatry mountain resorts, a.s. company is entitled to transfer the personal data abroad and/or grant remote access to these data from countries abroad as the information system administrator may have a registered office in the respective country. While transferring the data, Tatry mountain resorts, a.s. is responsible for maximum protection of the personal data in the form of encoding and using software/hardware systems that are designed to protect transferred data.
7. Every client concerned is obliged to provide actual and correct personal data in accordance with Art. 16 Act and any consequences of breaking this regulation shall be borne by the person who has provided incorrect, false and non-actual data.
8. The operator protects all provided personal data from unauthorised use and does not make any operations which would make the data published or accessible to unauthorised parties/people. The operator undertakes not to provide the personal data to any third parties or anybody else unless otherwise required by the law.
9. Following the law of the Slovak Republic, the operator adopts all measures and performs all activities related to the data processing in order to inform the clients concerned properly and soon enough about the rights they have in accordance with the law of the Slovak Republic, the European legislative and international generally binding contracts and agreements. Justified requests submitted by clients shall be dealt with within 30 days from the day they are received by the operator.
10. Any client concerned is entitled to send a written request to the operator and ask for information whether his/her personal data are processed by the information systems of the operator, which source these data were acquired from, and/or ask about the scope or list of the personal data that are processed. This also applies to correcting or liquidating of non-complete, false or out-of-date information, liquidating of personal data whose purpose of processing has expired or which are processed without authorisation.
11. Any client concerned is entitled to have objections to the processing of personal data for other purposes than those they have been lawfully provided for; and to the processing of personal data that might infringe his/her rights and rightfully protected interests without authorisation and with reason if such objection is justified. The operator is obliged to block and liquidate such personal data immediately when circumstances permit to do so.

These terms and conditions become effective on 08/08/2016.