

# HOTEL & RESORT

## GENERAL TERMS AND CONDITIONS OF ACCOMODATION

## IN ADRIA D.O.O.'S HOTEL FACILITIES

Our mission is to provide quality accommodation, catering and other accompanying services in the Adria Resort. We want to make your stay as comfortable and safe as possible, so we inform you of the general terms and conditions for staying in the Adria Resort. By confirming your reservation, you fully accept our General Terms and Conditions.

#### **GENERAL INFORMATION**

Our hotel accommodation is expected to be available from mid-February to mid-November and during the Christmas and New Year holidays or depending on capacity occupancy and applicable measures. The hotel reserves the right to change its operation.

The hotel reception is open 24/7 according to the schedule, except during the winter, as published on the hotel website and at the hotel entrance.

## Contact details:

- reception: tel. 00386 5 66 37 300, e-mail: hotel@adria-ankaran.si
- reservations: tel. 00386 5 66 37 444, e-mail: booking@adria-ankaran.si
- Management Board: tel. 00386 5 66 37 340, e-mail: tajnistvo@adria-ankaran.si

We try to speak all the languages of the world, but we understand and speak Slovenian best.

# **CHECK-IN AT RECEPTION**

Upon arrival at any Adria Resort accommodation facility, the guest must register at reception by presenting ID (an identity card or passport, and birth certificates for new-borns).

During the validity of the intervention legislation to help prevent the spread of the SARS-Cov-2 virus infection, guests are required to submit appropriate evidence (e.g. a COVID Certificate) in accordance with instructions from the Government of the Republic of Slovenia, National Institute of Public Health (NIJZ) and other relevant institutions. In the event of failure to provide such evidence, Adria reserves the right not to admit the guest to its accommodation facilities.

All guests staying in the accommodation unit must register. There is a maximum number of persons allowed to stay in each accommodation unit at one time.

Only persons registered at the reception desk are allowed to stay in our accommodation.

Hotel services, tourist tax and other services are paid on the day of arrival or on the day before departure or every 7th day in case of stays over 7 nights. Individual guests must pay the tax and other services no later than by 11 am on the day of departure. In the event of a delay or if the guest leaves the accommodation later than specified in the general terms and conditions, a "late check out" service fee will be charged according to the price list.

Before their arrival, guests must make an advance payment or present a credit card with preauthorisation of the required guarantee amount.

Persons discovered as undeclared by resort employees must pay double the amount of the overnight stay according to the price list. Resort management may require such a person to leave the resort immediately. Unregistered guests assumes all costs and fees and any penalties imposed by police or municipal law enforcement personnel due to their non-registration.

## ACCESS TO CAR PARKS, POOLS AND BOARD SERVICES

Our guests have parking available at or near the selected facilities. Upon check-in, the guest should give the reception staff their car registration number. After you are entered in the parking system, you will be able to freely enter through the main gate at the entrance to the resort and the gate that leads to the part of the resort where your accommodation unit is located. Parking is payable for the resort's guests. Unless otherwise stated in the reservation confirmation, parking is charged according to the regular hotel price list.

Guests also receive a bracelet for accessing the outdoor and/or indoor pool, after paying a bracelet deposit, which is fully refunded upon return of the bracelet at reception.

During check-in, guests receive an ID card with details of their stay and the services included, as well as a key to their accommodation. Guests must submit the ID card to the staff if asked to do so and each time they enter the restaurant. During check-out, the key to the accommodation is returned at reception, and a lost key will be charged according to the resort's valid price list.

#### PEACE AND QUIET AT THE RESORT

During their stay in the resort, guests are forbidden to disturb other guests with noise, including shouting, loud singing, loud use of music playing devices, radios, TV sets and the like. There must be complete peace and quiet in the resort between 10 pm and 6 am.

During the night, guests can report house rule violations at reception. Guests making noise that disturbs other guests may be denied hospitality at the resort.

In order for your stay to be as pleasant as possible, the "commitment to tranquillity" applies in the guest accommodation and in the common areas of the Adria Resort. Based on justified complaints from guests due to excessive noise, we (reception, security staff) can warn the guest causing the noise. If, despite the warning, the guest does not cease to violate the peace and order of the resort, Adria can withdraw its hospitality, and the guest must leave the resort. In addition, any unspent nights will not be refunded and will be charged to the guests as if they were staying in our accommodation for the entire duration of their stay.

Various groups of guests with specific preferences stay at the Adria Resort. Adria carries out

maintenance work, various animation programmes and music and sports activities on the beach, at the outdoor and indoor swimming pools and on the hotel and restaurant terraces. We do our best to respect our guests' wishes and disturb them as little as possible during their stay. Maintenance work and loud music will be performed only in the period between 7 am and 10 pm, unless the guest is specifically informed that louder events may be possible after 10 pm (special events, concerts, weddings). The music played between 7 am and 10 pm, its volume and selection cannot be the subject of a complaint. Loud music and events after 10 pm cannot be the subject of a complaint if the guest has been notified.

Maintenance work resulting from force majeure or aimed at ensuring the safety of the guests (storm, fire, water spill, power failure, Wi-Fi network, etc.) cannot be the subject of a complaint regardless of when such work is done.

Adria is not responsible for any disturbance caused by third parties (e.g. a loud company that are not guests of the resort).

## **CLEANLINESS**

The hotel rooms are cleaned daily, and towels are changed only if they are placed in the bathtub or on the floor.

The suites and mobile homes are cleaned only on departure, and towels are changed every 2 days. Guests take care of the waste in the suites and mobile homes and take it to the landfill themselves. For each case of non-disposal of waste at the landfill, or for waste disposal outside the landfill, guests will be charged EUR 10.00, as compensation for the waste disposal that has to be done by resort employees.

Additional cleaning may always be ordered and is charged according to the regular valid price list. Also, more frequent changes of bed linen than dictated by the categorization of the accommodation is possible at an additional charge according to the regular valid price list.

The Adria Resort is a natural oasis dominated by grass and forest areas, inhabited by various animal species. If squirrels, mice, ants, insects, etc. appear on the premises, Adria is not responsible for the reimbursement of any resulting damage.

At Adria, we value and care for the health of our guests and employees and protect our natural environment. To this end:

- when cleaning rooms, washing bed linen and other textiles, we use only biological and environmentally friendly cleaners and natural substances for perfuming the laundry;
- when disinfecting surfaces, only disinfectants that are certified for use in the food industry and are not harmful to human health and the environment are used;
- we do not use plant protection or pest and rat control products other than those explicitly required by law (mouse and rat baits, vaccine baits, etc.) are used. Non-use of such agents is an integral part and expected level of our service. We will use such agents only at the request of the guest (e.g. using an insecticide when ants appear, etc.). If the guest does not report the occurrence of insects, mice, etc. during their stay and does not request the use of insecticides, etc., they completely waive any claims for a reduction in the price or early termination of their stay.

Any damage exceeding normal wear and tear will be paid by the guest who caused the damage.

This includes, but is not limited to: furniture breakage, inventory breakage or misappropriation, burns on furniture and curtains, stains resulting from non-cleanable materials, etc. If the perpetrator cannot be identified, the guest, paying for the room at the time when the damage was caused, assumes full responsibility.

## LOST ITEMS, THEFT, DAMAGE

The resort will not be liable for lost, stolen or damaged items belonging to the guest nor for accidents involving or damage to items belonging to guests in the resort occurring in the event of force majeure (flooding, fire, earthquakes, storms) or caused by third parties. The hotel is also not responsible for vehicles parked inside or outside the resort.

Please hand over all found items to the hotel's reception, which can also be contacted in case of missing items.

## FIRE, VANDALISM AND WATER SPILLAGE

If a guest detects a fire, they must inform fire-fighters at 112 and the hotel's reception. Fire extinguishers are installed in visible places throughout the resort so they can be used in the event of a fire. Measures are to be taken according to fire regulations.

In the event of a detected water spill or act of vandalism, please notify reception staff as soon as possible to help prevent damage.

## **VIDEO SURVEILLANCE SYSTEM**

The entire Adria Resort is a protected area, and most of it is covered by video surveillance cameras. Surveillance recordings are kept in accordance with the Video Surveillance Rules. If you are a victim of a criminal offence (theft, violence by a third party, a dog attack, etc.) or have any other valid reason, please report it to the police immediately. Surveillance system videos can only be handed over to investigative bodies on the basis of an official request. If this occurs after the deadline until which we keep the recordings, you may lose important evidence in the event of a late application.

### **PETS**

All guests' pets must be announced prior to arrival. A registered dog, cat or other animal are subject to an additional charge according to the regular price list (with the exception of guide dogs, which stay free of charge).

All dogs staying inside the resort must have a vaccination booklet. There is a well-kept dog beach located in the eastern part of the resort. The dog beach is marked on the coast. Please note that people should not bathe in this part of the beach and there is no beach security there, so guests who bathe there do so solely at their own risk. Dogs can only be walked on a leash, and each dog/cat owner is responsible for handling their animals and cleaning the excrement. If a dog owner fails to clean up its pet's excrement, they are obliged to pay EUR 10.00 compensation for the excrement removal that will be done by resort employees. Failure to register a pet is considered a serious violation of the house rules that may result in the resort

renouncing its hospitality to the animal's owner. Cleaning the accommodation is only possible in the absence of a pet; otherwise the cleaning staff will not enter the accommodation.

The beds, mattresses and couches intended for the sleeping and resting of the guests are not intended for domestic animals, and we recommend that you book a special bed for pets before your arrival.

Pets are only allowed in certain rooms of \*\*\*\* accommodation. Animals are not allowed inside the restaurant. Dogs on a leash with the owner are allowed on the terrace if they do not disturb other guests.

In the event of an attack by a dog on other animals or people, the owner of the dog will be fully responsible for the damage caused. In the event of claims against Adria, it will institute proceedings for recourse against the party responsible for the damage to the full extent of the law.

## **BATHING RULES**

Bathing outside the resort's bathing area is solely at the guest's own risk. The official bathing season is from 15 June to 15 September. Guests are obliged to respect the swimming rules at the swimming pool and the sea bathing area. Guests are forbidden to stay on the beach for safety reasons between 10 pm and 6 am.

#### THE FOLLOWING IS NOT ALLOWED IN THE RESORT:

- Burning open fire
- Bringing explosive and flammable substances into it
- Driving at a speed of more than 10 km/h
- Disposing of bulk waste
- · Walking dogs without a leash
- Taking dogs to the swimming pool or the sea bathing area
- Interfering with space and land
- Using water for car washing and hosing
- Offending or otherwise harassing other guests or employees

#### **CHECK-IN AND CHECK-OUT TIMES**

Check-in time is at or after 2 pm (rooms) and at or after 4 pm (suites and mobile homes). Check-out time is until 11 am for rooms and suites and until 10 am for mobile homes.

## **SMOKING**

Smoking is not allowed in the accommodation facilities. In case of smoking (regardless of the substance), a cleaning fee of EUR 200 will be added to your bill.

## **CAR PARK**

Parking in our car park is the responsibility of the vehicle owner, and the resort is not responsible for any damage to vehicles or equipment.

## ACCESS TO AND RIGHT TO ENTER THE ROOM

We reserve the right to enter the room at an appropriate time and for justifiable reasons. Receptionists, maids and housekeepers may enter the room for legitimate reasons, especially due to urgent maintenance work or necessary inspection.

#### **TERMS OF RESERVATION**

There are several ways to make a reservation, either directly or through an intermediary. Reservations for overnight stays are also made through on-line travel agents (booking.com, hrs.com, Expedia.com, etc.) or through direct inquiry (e-mail, website form, telephone conversation, walk in).

In any case, the guest undertakes to provide us with an active e-mail address or other contact information when submitting the reservation and to authorise us to use it for the purposes of notification and verification in relation to the reservation. If the user cannot be reached electronically or by telephone or provides us with a wrong or invalid e-mail address, we reserve the right to cancel such reservation.

We offer you two ways of booking our capacity through our website. The first is via e-mail, whereby you send us an inquiry, and we provide you with an offer. The inquiry or our offer on their own are not considered a confirmed reservation, as the essential condition for the validity of the application is your confirmation of the reservation with advance payment or payment of the guarantee for the confirmation of the offer. If we do not receive such confirmation, the reservation will be deemed to never have been made.

The second method is through the reservation system on the website: <a href="www.adria-ankaran.si">www.adria-ankaran.si</a>
If children will be staying with you, please also indicate the estimated number of children whose stay must be paid. Depending on the estimated number of children and other reservation data, the price of the arrangement is calculated automatically and also displayed on the screen. If at the time of registration it is found that the entered data do not correspond to the actual situation (the age and number of people, the number of personal vehicles, etc.), the actual price of the service will be charged.

#### **PAYMENT**

You will receive a pro forma invoice at the e-mail address once you have confirmed your order. The payment deadline and bank details are indicated in the confirmation letter. If we do not receive your payment in our account within the specified time frame, we will consider that you do not accept our offer and do not want to make a reservation. Adria d.o.o. reserves the right to change its price list without prior publication.

# **CANCELLING THE RESERVATION**

The guest has the right to cancel the reservation under the terms and conditions of the confirmation letter. The cancellation must be sent in writing or by e-mail by the deadline specified in the confirmation letter. In case of timely cancellation of the reservation, the guest is entitled to a refund of the entire advance payment or payment of the entire stay with a deduction of administrative costs and the cost of bank transactions in the amount of EUR 20.00.

If the guest cancels the reservation outside the notice period, the hotel will charge a cancellation fee in the amount indicated on the confirmation letter.

In case of no-show, the hotel reserves the right to charge a cancellation fee of 100% of the total stay excluding tourist tax.

In case of early departure, the hotel reserves the right to charge penalties in the amount of 100% of the amount of the remaining stay excluding tourist tax. Exceptions include early departures due to force majeure (death, health reasons, natural disasters, etc.). In such cases, the guest should contact reception.

In the event of a reservation confirmed with a credit card, the credit card will be automatically charged.

Weather conditions and changes are not a reason for cancellation or getting a refund.

The reimbursement of costs is subject to the prices confirmed by the hotel at the time of booking. The reservation is valid until 8 pm on the check-in day. Later check-in must be communicated by the guest to the reception of the booked accommodation.

## **ESCAPE, NON-PAYMENT**

Escape or departure without payment and failing to respond to two reminders sent by the hotel will result in the case being handed over to the competent institution, and a report will be filed to the police. The guest will be charged a flat execution fee.

#### RIGHT TO DECLINE A RESERVATION OR ITS CHANGE

We reserve the right to decline a reservation and, in special circumstances, the right to cancel, adjust or modify your arrangement.

If we are forced to cancel, adjust or change the reservation, the guest will be offered an alternate time slot.

In the event of overbooking, the company reserves the right to place the guest in whole or in part in accommodation of the same category and offer services of the same type. Any additional accommodation and transportation costs between the two hotels will be borne by Adria d.o.o.

Adria d.o.o. will not be liable for failure to fulfil its obligations due to force majeure. Examples of force majeure and unforeseeable circumstances are those normally recognised as such by the courts.

#### **PRICES**

The prices for accommodation include value added tax (VAT). The price applies to each accommodation unit or person, on the selected dates.

Prices vary seasonally as well as daily depending on supply and demand.

The price for accommodation does not include drinks, food, mini bar, telephone, laundry and other services charged according to the regular price list.

Discounts in individual sales campaigns are not added up.

#### **TOURIST TAX**

The price for accommodation is increased by the amount of the tourist and promotional tax set by the decree of the Municipality of Ankaran.

# **REFUSING A GUEST**

We want our guests to feel safe and relaxed, and we want to ensure dignity and a healthy working environment for our employees. Therefore, we reserve all rights to refuse a guest or cancel their further stay in the broadest sense permitted by applicable law when:

- the guest has violated the house rules in the past;
- the guest is endangering or has endangered the safety or health of himself, other guests or our employees in the past;
- the guest has outstanding debts to Adria;
- the guest has stayed unregistered or has allowed any other person to stay unregistered in the rented space;
- the guest has been acting disrespectfully towards employees or other guests or visitors, insulting them, threatening them, harassing them or otherwise putting them in an uncomfortable position;
- the guest uses open fire, tampers with plumbing, gas or electrical installations, etc.;
- the guest has been warned at least twice about cleanliness, removing pet excrement, etc.

The decision to refuse a guest or terminate his/her stay early is solely at the discretion of the resort. If the guest does not want to leave the resort, the management will inform the competent security service and/or police, and the costs of removal will be borne by the guest.

#### **COMPLAINTS**

If there are any malfunctions in the room or suite, the guest must immediately inform reception or maids and allow the maintenance staff to resolve the problem in due time. If the guest does not take this into account, they will not be eligible to change the length of their stay or receive a discount based on their opinion of the impaired stay.

The guest must inform reception about irregularities or deficiencies in the service on the spot. If, based on its substance, the complaint could be resolved on the spot (for example, lack of cleanliness in the room, equipment, room position, etc.) and the guest failed to complain about the error on the spot and did not inform the reception about the irregularity, the guest will be considered to have agreed to the deficient service provided and will thus lose the right to file subsequent complaints by requesting a reduction in the price of the service or payment of damages.

The guest may file a written complaint within 8 days of the date on which they believe the service was improperly performed. If the guest misses the statutory deadline for submitting a complaint, Adria d.o.o. will not deal with the substance of the complaint. The prescribed handling process is based on the formulated "complaint" form and allows up to 8 working days for response.

We understand that an error or deficiency in the performance of our services may occur despite our best intentions and efforts. In the event of a justified complaint, for the purpose of determining the amount of compensation, we will act in accordance with the provisions of the Frankfurt tables (available at: <a href="https://tgzs.si/wp-content/uploads/2018/06/Microsoft-Word-Frankfurtska-lista.pdf">https://tgzs.si/wp-content/uploads/2018/06/Microsoft-Word-Frankfurtska-lista.pdf</a>).

## PERSONAL DATA AND DATA PROTECTION

The controller of personal data is ADRIA Turistično podjetje d.o.o., Jadranska cesta 25, SI-6280 Ankaran, which collects personal data and processes it in accordance with the laws governing

personal data protection and in accordance with the adopted rules on personal data protection. The controller will only use your personal data for the purposes described in the policy and to the extent necessary for the implementation of the house rules and will not pass it on to third parties.

Your personal data, which you must provide in order to obtain the accommodation service, is stored by Adria d.o.o. as the controller in its database for the purpose of fulfilling the accommodation contract and legal obligations related to the hospitality industry. If you do not provide Adria d.o.o. with the minimum information necessary for the reservation of accommodation and for getting registered in all relevant registers at the time of accommodation, the company will not be able to offer you the service of accommodation reservation or accommodation service in accordance with the contract and the law.

Certain information is necessary to make a reservation. For example, before booking accommodation upon an inquiry by potential guests, an offer for accommodation is sent, and Adria d.o.o. needs personal data for its preparation, including the first name, surname and email address and telephone number.

Personal data collected by Adria d.o.o. when booking accommodation (reservations via the website or reservation by phone or reservation by accepting the offer via e-mail and regular mail) for the purpose of preparing the reservation includes:

- First name and surname of the reservation holder
- Address (Slovenian citizen)
- Date and place of birth
- Identification document (number, type and place of issue of the ID document)
- Nationality
- Facility name
- Type of accommodation unit (room type)
- Arrival and departure dates
- Number of persons and accommodation by room
- Age of the children
- Any other specific requirements of the person booking the accommodation
- E-mail if the person has one
- Language
- Telephone number
- The method of payment and any additional information relevant for conducting the transaction

In the event of a cancellation, we must store your information for the purpose of proving the reservation or its cancellation.

Upon arrival at the facility, the guest usually checks in at the reception of the facility. The data will be entered in the hotel check-in system. Data to be collected (data may change depending on changes in regulations):

- First name and surname
- Place, country and date of birth
- Nationality

- ID number and type
- Title
- Date and time of arrival at or departure from the facility
- Gender
- Basis for exemption from tourist tax or for a tourist tax reduction
- Personal car registration number if the guest is travelling in and accessing the facility with a personal car

Before, during and after your stay, Adria d.o.o., as data controller, may send you, via e-mail or SMS, service messages — reservation confirmation, stay reminders and other notifications related to the accommodation you have booked.

During and after your stay, Adria d.o.o., as data controller, may send you satisfaction questionnaires via e-mail, SMS and/or instant messaging platforms (Viber, Whatsapp, etc.), which it will process itself or through its partners. The main purpose of the satisfaction questionnaire is to collect information on services for the purpose of their improvement; the data from the questionnaire is depersonalised and processed for statistical purposes.

You can unsubscribe from receiving news, promotions and notifications at any time by clicking on the marked link in the received e-mail or by sending an e-mail to <a href="https://example.com/hotel@adria-ankaran.si">hotel@adria-ankaran.si</a>.

#### **EXCLUSION OF LIABILITY**

All information and materials on <a href="www.adria-ankaran.si">www.adria-ankaran.si</a> is of an informative nature. Adria d.o.o. aims for correctness, up-to-dateness and completeness of the published data, but it does not assume any legal responsibility for its accuracy and integrity as regards the accuracy, completeness or usability of any information, product or described procedure.

Adria d.o.o. is not responsible for personal opinions, comments, reviews or inappropriate content present on <a href="www.adria-ankaran.si">www.adria-ankaran.si</a>, digital networks and various groups in digital form, which are published by visitors.

The records referred to in the preceding paragraph are a reflection of the author's personal assessment and opinion, and do not represent the position of Adria d.o.o.

We reserve the right, at our sole discretion and without explanation, to remove or modify any record that in any way violates the rights of others or is in any way illegal, offensive, untrue, embarrassing or otherwise objectionable.

#### INTELLECTUAL PROPERTY

The sign, name and logo as well as photographs are the basic elements of the visual identity of Adria d.o.o. Their use is not allowed without the permission of the owner.

### CHANGES TO THE GENERAL TERMS AND CONDITIONS

The owner reserves the right to make any changes, in whole or in part, to any part of the General Terms and Conditions without specific notice and without limitation. The changes are valid from the moment of publication on the website.

The owner undertakes to make the applicable terms and conditions always easily accessible on the website <a href="https://www.adria-ankaran.si">www.adria-ankaran.si</a>

The owner may make unrestricted changes to, terminate or discontinue any part of the Service, as well as accessibility to any feature of the service, application, database or individual content at any time. The owner may also impose additional restrictions on certain features and parts of the services or restrict access to parts or all of the service to an individual user or registered user without prior notice.

We wish you a pleasant stay.

Adria d.o.o.

1/1/2022