

COMPLAINTS PROCEDURE

(Accommodation and catering services)

1. Identification of the operator

- **Business name:** Maratón s.r.o.
- **Registered office:** Strojársená 11A, 040 01 Košice
- **Company ID:** 36570796
- **VAT ID:** 2021724100
- **VAT ID:** SK2021724100
- **Registered in:** Commercial Register of the Košice Municipal Court, Section Sro, Insert No.: 13970/V
- **E-mail:** repcia@hotelmaraton.sk

This entity is hereinafter referred to as the "Hotel" or "Provider".

2. I. Introductory provisions

This Complaints Procedure regulates the conditions, manner and place of complaints about accommodation, catering and additional services provided by the Hotel, as well as the procedure for handling them. The document is prepared in accordance with the relevant provisions of Act No. 40/1964 Coll., the Civil Code, as amended, and Act No. 250/2007 Coll. on Consumer Protection.

For the purposes of these Rules, "Client" is defined as a "Consumer" within the meaning of applicable consumer protection legislation. **The Client is obliged to thoroughly familiarize himself with the content of this Complaint Procedure before starting to use the ordered services.**

3. II. Responsibility of the Hotel for services

The hotel is responsible for ensuring that the services provided have the agreed scope and quality and are provided within the specified time in accordance with the confirmed reservation or contract. The Provider is obliged to ensure that the characteristics of the services correspond to the common standards and requirements resulting from the category of the accommodation facility.

The Hotel is not responsible for defects and deficiencies of services that arose as a result of circumstances excluding liability (force majeure) or that were demonstrably caused by the Client himself or by a third party for whom the Hotel is not responsible.

4. III. Filing a claim (Place and time)

Obvious defects In the event of finding deficiencies in the provided service (e.g. unprepared or unclean room, non-functional technical equipment, incorrect temperature or reduced quality of food), the Client is obliged to file a complaint without undue delay. The complaint must be reported immediately on the spot to the responsible employee (reception, service staff) so that the remedy can be made immediately.

Written complaint In the event that the defect cannot be removed on the spot, or if the complaint relates to the billing of services, refund of payment for online reservation or other financial claims, the Client makes a complaint in writing:

- by post to the address of the registered office: Maratón s.r.o., Strojársenská 11A, 040 01 Košice,
- electronically by e-mail to: recepacia@hotelmaraton.sk.

When filing a complaint, the Client is obliged to submit proof of payment and use of the service (receipt, invoice, booking confirmation / voucher).

5. IV. Deadlines for handling complaints

1. The Hotel is obliged to issue the Client with a confirmation of the complaint. In the case of e-mail communication, the confirmation is delivered immediately, but no later than together with the proof of handling the complaint.
2. The authorized employee will decide on the method of handling the complaint immediately, in complex cases within 3 working days at the latest.
3. The settlement of the complaint must not take longer than 30 days from the date of its application. After the expiration of this period, the Client has the same rights as if it were an irreparable defect, namely the right to withdraw from the contract (refund) or the right to exchange the service for a new one.

6. V. Method of handling the complaint and the Client's claims

If it is a defect that can be removed (e.g. additional cleaning, repair of equipment, replacement of food), the Client has the right to its free, timely and proper removal without undue delay.

If the defect cannot be removed and it prevents the proper use of the service (e.g. non-functional heating in winter without the possibility of changing the room), the Client has the right to withdraw from the contract (refund) or to a reasonable discount on the price of the service.

In cases where the Hotel cannot provide adequate substitute performance or if there are other defects that do not prevent the use but reduce the comfort of the service, the Client is entitled to a reasonable discount from the originally agreed price.

7. VI. Alternative dispute resolution (ADR)

If the Client is not satisfied with the manner of handling the complaint or believes that the Hotel has violated his rights, he has the right to contact the Hotel with a request for remedy. If the Hotel responds to this request in the negative or does not respond to it within 30 days from the date of its sending, the Client has the right to file a motion to initiate an alternative dispute resolution pursuant to Act No. 391/2015 Coll.

The competent entity for alternative resolution of consumer disputes is the Slovak Trade Inspection (SOI), Central Inspectorate, Department of International Relations and ADR, Prievozská 32, 827 99 Bratislava. Contact emails: ars@soi.sk, adr@soi.sk.

The client can also use the Online Dispute Resolution (ODR) platform to submit a claim: https://europa.eu/youreurope/business/dealing-with-customers/solving-disputes/online-dispute-resolution/index_sk.htm

8. VII. Final provisions

8.1. This Complaints Procedure enters into force and effect on 1.4.2026.

In Košice, on 1.4.2026

Signature and stamp of the operator