# GENERAL TERMS AND CONDITIONS (hereinafter "Terms") for online reservations, payments, and gift vouchers

**1. Introductory Provisions**

1.1. These Terms govern the contractual relationship between:

- **the Operator:** SOMERGASTRO CATERING, s. r. o., I. Olbrachta 7585/32, 911 01 Trenčín / mikes garage, 47186666, 2023788019 / SK2023788019, e-mail: -, tel.: -, and
- **the Customer:** a person who books services, pays for them online, or purchases and redeems gift vouchers.

1.2. The contractual relationship arises exclusively between the Operator and the Customer. The provider of the reservation system, the Widget supplier, or the payment service provider (PSP) act solely as technical suppliers, providers of a license and/or technical support, and are not parties to this relationship.

1.3. The Customer confirms agreement with these Terms before submitting a reservation or order. The Operator's specific conditions (e.g., house rules, business terms, detailed cancellation conditions, etc.) shall prevail over these Terms in the event of a conflict.

**2. Definitions**

- **Customer:** a natural or legal person who orders or pays for the Services or other products supplied by the Operator.
- **Reservation widget (Widget):** an online tool for displaying the offer of reservations.
- **Services:** services or other performance offered by the Operator.
- **Reservation:** an electronic booking of a service appointment.
- **Reservation with payment/deposit:** a reservation conditional on a full or partial advance online payment.
- **Voucher (multi-purpose):** an electronic voucher (e.g., a gift voucher) with a unique code, representing a monetary value redeemable against the Operator's services or products.
- **PSP:** a licensed payment service provider (payment gateway).
- **No-show:** a situation where the Customer fails to appear without timely cancellation of the reservation.

**3. Conclusion of the Contract**

3.1. The Customer is obliged to provide true and up-to-date information.

3.2. **Moment of conclusion of the contract:**

- **For reservations without online payment:** when the reservation is confirmed by the Operator (e-mail, SMS, notification).
- **For reservations with payment/deposit:** when the online payment has been successfully completed and the reservation confirmation has been sent by the Operator.
- **For the purchase of a Voucher:** when the purchase has been confirmed, the payment has been successfully completed, and the Voucher code has been generated.

3.3. By submitting a reservation, the Customer confirms that they have read and agree to these Terms.

3.4. In the event of an unsuccessful reservation / online payment, the reservation is not confirmed and the Operator has no obligation to provide the service.

3.5. The current scope of services, their description, and prices are published in the Widget, on the website, or at the Operator's place of business.

3.6. Prices are stated inclusive of VAT.

**4. Rights and Obligations of the Customer / Operator**

4.1. The Customer has the right to proper, professional, and timely provision of the Service, to information on the

price/scope, and to file a complaint under Article 8 of these Terms.

4.2. The Customer is obliged to arrive on time, follow the Operator's instructions, and provide information truthfully and completely.

4.3. The Customer is liable for damage caused on the Operator's premises.

4.4. The Customer acknowledges that the Operator (and, where applicable, its technical supplier) is entitled to prevent a Customer who has previously materially breached these Terms while using the reservation system from making further reservations through the Reservation System. Failing to use a reservation and not cancelling it is also considered a material breach.

4.5. The Operator provides the Services with professional care and in accordance with applicable law.

4.6. The Operator is entitled to refuse to provide a Service in justified cases (e.g., aggressive behavior, an evidently unsuitable state of health, breach of house rules).

4.7. The Operator is responsible for the content of the offer, appointment times, communication, and the provision of the Services. The technical solution for recording reservations is provided by an external software provider; the software provider bears no responsibility for the operation or provision of the Operator's Services.

4.8. The Customer acknowledges that the Operator is not responsible for the functionality of the data network, hardware, software, or other services from external suppliers, nor for any failure to provide the service in the event of a power outage, data network outage, other faults caused by third parties, or force majeure.

4.9. The Operator is liable for damage caused by a breach of its legal obligations. The Customer and the Operator agree that the Operator's obligation to compensate any foreseeable damage is limited to the amount of the price of the Service actually paid by the Customer, provided that this limitation does not apply to damage caused intentionally, through gross negligence, or to harm to life, health, bodily integrity, or other personal rights.

4.10. The reservation is concluded remotely by electronic means. The right of withdrawal is assessed under the Civil Code. For services provided on a specific date, a special rule/exception may apply; otherwise, the cancellation conditions under Article 7 apply.

4.11. Protection against misuse: In justified cases (in particular, where fraud, misuse of a payment method, forgery, unauthorized manipulation of a unique code, or conduct contrary to good morals is suspected), the Operator reserves the right to temporarily or permanently block the redemption of a Voucher, cancel a Reservation, or refuse to provide a Service. In such a case, the Operator will inform the Customer and is entitled to require additional evidence confirming the Customer's entitlement to redeem the Voucher or use the Reservation (e.g., proof of payment or an identity document). If the suspicion is confirmed, the Operator is entitled to withdraw from the contract without compensation.

**5. Payment Arrangements**

5.1. If online payment is not used, the price of the service is paid on site (in cash/by card).

5.2. Online payments are processed by the PSP. The Customer acknowledges that the Operator may entrust an intermediary with the technical processing of payments (e.g., Bookio, a bank, or a PSP provider).

5.3. Payment made through the online interface is deemed to be received directly by the Operator.

**6. Gift Vouchers**

6.1. The parameters of the Voucher (value, validity, redemption rules) are determined by the Operator and are stated at the time of purchase.

6.2. The Voucher is transferable and multi-purpose in nature. With the Operator's prior consent, the Customer may therefore use the online payment for a Voucher/Reservation for other Services of the Operator as well (including services not listed in the Widget) and/or at another place of business of the Operator (including abroad).

6.3. The Customer must redeem the Voucher during its period of validity. If the price of the service is higher than the

value of the Voucher, the Customer shall pay the difference.

6.4. If the Customer does not use the gift voucher by the end of its validity period, the Voucher shall expire and its unused value shall not be refunded. Gift Vouchers cannot be redeemed for cash.

**7. Changes, Cancellation, and Cancellation Conditions**

7.1. The Customer is entitled to change or cancel a reservation no later than within the period specified in the Cancellation Conditions displayed when selecting the payment method in the online reservation form, but always before the beginning of the reserved appointment. The specific deadline for changing or cancelling a reservation is always clearly communicated to the Customer before the payment is made and is also stated in the reservation confirmation e-mail.

7.2. Cancellation conditions and cancellation fees:

- A cancellation fee of up to 100% of the price of the service may be charged if the reservation is cancelled after the applicable deadline, unless otherwise stated in the cancellation conditions.
- In the case of a **No-show**, the Operator may charge up to **100% of the price of the service**, unless otherwise stated in the cancellation conditions.

7.3. The Operator's specific conditions (e.g., house rules, business terms, detailed cancellation conditions, etc.) shall prevail over these Terms in the event of a conflict.

7.4. **Cancellation by the Operator:** The Operator may cancel a reservation for operational reasons (illness, technical problems); it will inform the Customer without undue delay and may offer an alternative appointment.

7.5. For refunds of online payments, the Operator and the Customer shall agree on the procedure, whereby refunds of online payments are, as a rule, made using the same method as the original payment, unless the Operator decides otherwise.

**8. Claims and Complaints**

8.1. **Service:** The Customer shall file a complaint regarding a service without undue delay after the service has been provided, either in person, through the contact form, or through the contact details listed on the Operator's website.

8.2. **Payment:** The Customer shall address questions regarding online payments (e.g., duplicate charges) to the Operator, who will arrange for a technical review with the PSP. The Operator is entitled to entrust the provider of the technical solution (e.g., Bookio) with handling claims and complaints and managing communication with Customers on its behalf and for its account.

8.3. The Operator shall handle the complaint no later than within 30 days (for consumers), unless otherwise provided by law.

8.4. If the Customer is not satisfied, they may contact the Slovak Trade Inspection (www.soi.sk).

**9. Personal Data Protection and Communication**

9.1. The Operator is the controller of the Customer's personal data. The purpose of the processing is, in particular, the reservation, communication, and provision of the Services, record-keeping, and fulfilment of legal obligations.

9.2. The Operator may use the reservation system / Widget and other third-party technical tools (hosting, notifications, analytics). In such a case, it ensures the legal basis (consents/information) and concludes the necessary data processing agreements.

9.3. The Customer agrees that all information, confirmations, and documents related to the created Reservation, the purchase of a Voucher, or the provision of Services will be delivered electronically, in particular via e-mail, SMS, notifications, or other electronic communication channels. The Customer expressly agrees that the Operator (or a person authorized by it, e.g., Bookio) may contact them for the purpose of: clarifying organizational details and instructions regarding the Service provided; providing customer support and handling questions or complaints; gathering feedback and assessing satisfaction and the quality of the Services provided; informing about operational

changes, alternative appointments, or other facts necessary for the proper performance of the contract.

9.4. Detailed Personal Data Processing Policy is available on the Operator’s website.

9.5. Payment data is processed by the PSP as an independent controller/processor in accordance with its own rules and security standards.

**10. Final Provisions**

10.1. For Vouchers purchased online, the consumer has the right to withdraw from the contract within 14 days, provided that the Voucher has not been used or redeemed. For services tied to a specific appointment, this right may be excluded by law.

10.2. These Terms are governed by the law of the Slovak Republic.

10.3. The invalidity of any individual provision does not affect the validity of the remaining part of these Terms; an invalid provision shall be replaced by a rule corresponding to its purpose.

10.4. The Operator may reasonably amend these Terms, in particular in the event of changes to legislation, the range of Services, or operational/technical conditions. Any change will be published on the website in advance. These Terms take effect as of 1 January 2025.