

GENERAL TERMS AND CONDITIONS FOR THE VAULT ACCOMMODATION

I.

Area of applicability

1. General terms and conditions apply for all services and deliveries by The Vault Hotel Ltd. (later The Vault).
2. If the Vault changes its general terms and conditions before the termination of the running contract, the updated version will be incorporated into the contract or updated to the Vault's website (i.e. [www.hotelvaultljubljana.com](http://www.hotelvaultljubljana.com))

II.

The contract (i.e. booking)

1. The contract hereafter also referred to as the booking, comes into effect on request from the guest through the acceptance by the Vault. The Vault is free to confirm the booking in writing.
2. When a third party makes the booking for the guest, it is liable to the Vault as the booking party together with the guest as joint debtor.

III.

Services, prices, payment and billing

1. The Vault is obligated to perform the services ordered by the guest and agreed to by the Vault as provider of rooms and suites.
2. The guest is obligated to pay the Vault the agreed prices for these and other services enlisted. This also applies for The Vault services and expenses induced by it for third parties.
3. If the Vault rescinds with good cause, the guest has no claim for compensation.
4. The agreed prices include the current statutory Slovenian VAT. Should the rate of VAT applicable to the contractual services change after the conclusion of the contract, the prices will be adjusted accordingly.
6. The Vault is entitled to adjust the prices for municipal duties (i.e. culture tax, visitor's tax, tourist tax etc.), if value of the tax's changes.
7. The Vault's charges are payable immediately upon issuing the invoice (i.e. bill) without any deduction, unless other payment terms and conditions are expressly agreed. The Vault is entitled to render accumulated claims for payment at any time and to demand immediate payment. If payment is delayed, the Vault is entitled to claim interest for delay amounting to 10% above the base rate for companies and Five% above the base rate for consumers. The Vault is at liberty to prove the higher damages if they appear.

9. The Vault is entitled to demand an appropriate advance payment or security deposit in the form of a credit card guarantee or similar from the guest.

10. In specific cases (e.g. outstanding payment by the guest or extending the scope of the contract), the Vault is entitled to demand an increase of the advance payment agreed in the contract or an increased security deposit amounting to the expected costs of the accommodation.

11. The Vault is further entitled to demand an appropriate advance payment or a security deposit from the guest at the beginning and during the guest's stay, if such an advance payment or security deposit was not already paid in accordance with the above provisions.

12. The guest can only settle or lower a claim by the Vault with an undisputed or valid claim.

#### IV.

##### Room availability, delivery and checkout

1. The guest does not acquire any claim for the availability of a particular room, unless the Vault confirmed the availability of a particular room in writing.

2. Booked rooms are available to the guest from 17:00 on the day of arrival. The guest has no claim for earlier availability. Guests who arrive before 17:00 can move into their room as early as possible, according to availability.

3. The available rooms are to be taken by 22:00 on the day of arrival. After this time the Vault can book out the rooms to others, unless the guest informed the Vault in advance and in writing that they would arrive later. The Vault is entitled to demand a guarantee for late arrivals.

4. On the agreed day of departure, checkout is at 10:00 at the latest. After that time, the Vault can charge 50 % of the agreed price of the room for the additional use of the room up until 18:00, and 100 % from 18:00. Possible further claims for compensation for damages by the Vault are reserved.

#### V.

##### Guest cancellation

1. A cancellation by the guest from the contract of accommodation requires the prior written consent of the Vault. Without the Vault's consent, the guest is obligated to pay 80 % of the contractually agreed price for staying overnight when the room is not occupied. The guest is at liberty to prove that the abovementioned claim does not exist or does not exist to the amount claimed.

2. If a deadline for withdrawal from the contract free of charge was agreed between the Vault and the guest, the guest can withdraw from the contract until that point without initiating claims by the Vault for payment or compensation for damages.

VI.

Cancellation by the Vault

1. If it has been agreed that the guest can rescind without incurring costs within a defined period, the Vault is also entitled to withdraw from the contract within this period.
2. If an agreed advance payment or an advance payment claimed on the basis of these general terms and conditions is not paid by the due date, the Vault is also entitled to cancel the contract. Moreover, the Vault can claim compensation for damages from the guest.
3. The Vault is entitled to cancel the contract with immediate effect if, for example,
  - acts of God and other circumstances which the Vault is not responsible for make the fulfilment of the contract impossible;
  - bedrooms and other rooms are intentionally booked using misleading or false statements about facts which are material to the contract, e.g. who the guest is or the purpose of the stay;
  - the Vault has justified reason to assume that the use of The Vault services can put at risk the smooth operation of the business

The security or the public reputation of the Vault, unless this is attributable to the Vault's sphere of responsibility;

- the purpose or reason of the stay is illegal;
- the Vault is closed;
- proper accommodation is not guaranteed because the Vault is being renovated;
- The guest withdraws from a part of the contract in the case of a combined accommodation and event contract.

4. The law of the Slovenia applies exclusively. The UN Convention on Contracts for the International Sale of Goods and provisions on conflict of laws does not apply.

VII.

Liabilities

The Vault Hotel d.o.o. does not take responsibility for potential slips or injuries that involve using the stairs/ladders in Suite 7, Duplex Double and Duplex Suite. The Vault Hotel d.o.o. does not take responsibility for potential injuries that happened on the Vault Hotel d.o.o. grounds in general. Vault Hotel d.o.o. does not take responsibility for potential damages or thefts done by the guest's cars. Vault Hotel d.o.o. car parking is monitored by video surveillance but is not guarded.

VIII.  
Refunds

The Vault Hotel d.o.o. takes responsibility for potential technical malfunctions, proven, that were not caused by guest negligent conduct. In the case of technical malfunctions, guest is entitled to refund:

- Every room has a 100L hot water storage, what is standard a capacity for a family of four. Hot water is delivered to a room under a temperature of 55 C. Complete hot water storage is reheated in 120 minutes. Guest is entitled to 10% refund in the case of total hot water malfunction. The refund does not apply in the case of hot water over usage.
- Every room and hotel entrance is equipped with state-of-the-art Salto automatic door card system. If a guest is locked out of the room overnight, one is entitled to a refund, if proven, that system technical malfunction happened. The refund does not apply for the cases of improper handling.

Vault Hotel Ltd., 30.3.2019  
Ljubljana, Slovenia