

1 Introductory provisions

- 1.1 The operator of the ClearVueHome.com website, Vladimír Mikolaj, with registered address at Stará vinárska 20, 811 04 Bratislava, VAT number: 1024670999 (hereinafter referred to as the "*operator*"), who is the owner of a family house in Bratislava, Stará vinárska 20, 81104, provides accommodation in private with only basic services without catering, without cleaning, with self check-in without reception (hereinafter referred to as the "*accommodation*") in a separate part of a family house with accessories including entrance hall, corridor, kitchen, bathroom, toilet and living room (hereinafter referred to as the "*apartment*").
- 1.2 The subject of these terms and conditions is the regulation of the mutual rights and obligations of the operator and persons who use the operator's apartment (hereinafter referred to as the "*client*"). The condition of the apartment is documented by the photos displayed in the gallery of the apartment on the website www.clearvuehome.com on the day of the reservation creation. The creation of a reservation is governed by these terms and conditions (hereinafter referred to as "*T&C*").

2 Online reservation and payment conditions

- 2.1 A pending reservation is a reservation form filled out and submitted by the client through the website www.clearvuehome.com. In terms of processing of pending reservations, the operator classifies them depending on their length, distinguishing between stays of 29 days or less, and those lasting 30 days or more.
- 2.2 In case of a pending **reservation lasting 29 days or less**, the operator will process such a reservation usually within 2 hours, but no later than 24 hours from the moment of receiving the pending reservation. Within this timeframe, the operator may accept the pending reservation or decline it without stating a reason. If the operator accepts the pending reservation, the client will receive an email titled "*Reservation Confirmation*" containing the assigned reservation number, along with an attached proforma invoice. The client has the option to pay the proforma invoice either by bank transfer or make an online payment through the Stripe payment gateway.
- 2.2.1 If the client chooses to pay by **bank transfer**, the client will make the payment according to the instructions in the proforma invoice within the due date to the operator's bank account, which is IBAN: SK98 8360 5207 0042 0011 8001. The client bears all bank charges associated with the execution of the bank transfer.
- 2.2.2 If the client chooses to pay online using a **payment card**, the client follows the instructions in the proforma invoice, which includes a link directly to the Stripe payment gateway. The Stripe payment gateway link contains the reservation details, including the name of the accommodation, guest's name, duration of stay, reservation number, and accommodation price. **The client is obliged to check the correctness of the reservation details on the Stripe payment gateway before making the payment.** The Stripe payment gateway supports payments through Google Pay, Apple Pay, and most Credit and Debit Cards.
- 2.2.3 The operator will inform the client by email about the receipt of the proforma invoice payment and will also send instructions for self check-in and additional details. In case of non-payment of the proforma invoice within the due date, the reservation is canceled.
- 2.3 In case of a pending **reservation lasting 30 days or more**, the operator will process such a reservation no later than 48 hours from the moment of receiving the pending reservation. Within this timeframe, the operator may accept the pending reservation or decline it without stating a reason. If the operator accepts the pending reservation, the client will receive an email titled "*Reservation Confirmation*" containing the assigned reservation number, along with an attached short-term rental contract to be signed, which will also include a request for a refundable damage deposit equal to the price of one month's accommodation.
- 2.4 The accommodation price includes reasonable costs for electricity, gas, hot and cold water, municipal waste disposal and internet.

3 Changes and cancellations of reservations lasting 29 days or less

- 3.1 The start of accommodation is the check-in day at 3:00 PM.
- 3.2 The operator allows the client to cancel a confirmed reservation without providing a reason by sending an e-mail to info@clearvuehome.com with the assigned reservation number, adhering to the following points.
- 3.3 If the client cancels the paid reservation by email more than 24 hours before the start of accommodation, the entire paid amount will be refunded within 7 days from the day following the reservation cancellation, reduced by bank charges. If the client cancels the paid reservation less than 24 hours before the start of accommodation or any time after the start of accommodation, the client is not entitled to a refund of the paid amount or any part thereof.
- 3.4 If the client requests an extension of the accommodation and it is granted by the operator, the client will receive an additional proforma invoice. Upon receipt of the payment, the client will be sent a confirmation of the accommodation extension.

- 3.5 In the event of **non-use of the reserved accommodation within the agreed scope** for any reason on part of the client, the client is not entitled to any financial or non-financial compensation or damages.
- 3.6 In the event that the operator is not able to provide the client with accommodation in whole or in part after confirming the reservation (due to operational reasons, capacity reasons, and other serious circumstances), the operator will immediately inform the client of this fact by e-mail, the client's reservation will be canceled, and the operator will refund the client the paid accommodation price in the same way it was made, within 7 days from the day following the reservation cancellation by the operator.
- 3.7 The operator is under no obligation to provide the client with accommodation at all or to the agreed extent in the event of the occurrence of circumstances excluding liability. Circumstances excluding liability are the so-called vis major (natural disasters, strikes, war conflicts, disasters, interruption of supplies, etc.) that make it impossible or disrupt the fulfillment of the operator's obligations. In the event of the occurrence of the so-called vis major, the operator is obliged to immediately inform the client about this fact. The client is not entitled to compensation for any damage caused as a result of extenuating circumstances excluding liability.

4 Rights and obligations of the client and the operator

- 4.1 The operator undertakes to provide the client with accommodation of the agreed quality and in the agreed scope, under the conditions specified in these T&C.
- 4.2 The client is entitled to:
- 4.2.1 use the accommodation provided by the operator only under the conditions agreed in these T&C
 - 4.2.2 request the return of a proportional part of the price for the period of non-provision of accommodation, which occurred as a result of the operator's fault, for the return of which the client is obliged to request the operator no later than one month after the interruption of the provision of accommodation, unless the client and the operator have agreed otherwise.
- 4.3 The client is obliged to:
- 4.3.1 use the apartment only for the purpose agreed within these T&C
 - 4.3.2 adhere to the no smoking and no party rules. Smoking and parties are not allowed on the premises.
 - 4.3.3 check-in between 3:00 p.m. and midnight, and check-out before 11:00 a.m., unless otherwise agreed with the operator in advance
 - 4.3.4 adhere to quiet hours which are from 10:00 p.m. to 6:00 a.m. (no loud music, no screaming or dancing during these hours)
 - 4.3.5 ensure the following: Only persons included on the reservation are allowed in the apartment. Visitors are not allowed unless pre-approved by the operator in writing.
 - 4.3.6 not allow animals into the apartment
 - 4.3.7 not accommodate children under the age of 12, and to comply with the number of persons specified in the reservation
 - 4.3.8 comply with generally binding health and safety regulations in connection with the use of the apartment, especially fire regulations safety, protection of health and property (do not use candles and products involving open fire)
 - 4.3.9 compensate the operator for directly or indirectly caused damage, and damage caused by neglecting duties according to these T&C. The client is not allowed to interfere with electrical installations, and move equipment and furniture without the operator's consent
 - 4.3.10 notify the operator of a water leak from the water installation or the occurrence of a damage event
 - 4.3.11 notify the operator of changes in contact or identification data
 - 4.3.12 report to the operator all facts that could adversely affect the provision of accommodation
 - 4.3.13 not use the apartment in a way that would unreasonably restrict other clients of the operator, or otherwise unreasonably restrict the operator
 - 4.3.14 use the apartment in accordance with the legal regulations of the Slovak Republic and in accordance with any eventual instructions of the operator.
- 4.4 In the event of a serious breach of the client's obligations during the accommodation, the operator reserves the right to terminate the client's accommodation and request the client to immediately vacate the apartment.
- 4.5 The client is responsible for the truthfulness, correctness and completeness of the identification data and personal data provided to the operator. Details on the provision of personal data and their handling are governed in detail by the Privacy policy, which is available on the website www.clearvuehome.com. The client declares agreement with the Privacy policy before creating the reservation.

5 Final provisions

- 5.1 The client and the operator declare that they understand the content of these T&C, agree with their content, their consent is a manifestation of their free will and they voluntarily undertake to fulfill them.