

# **GTC – General Terms and Conditions**

## **1. THE DETAILS OF THE SERVICE PROVIDER**

- 1.1. Corporate Name:
- 1.2. Registered Office: 2500 Esztergom
- 1.3. Tax Number:
- 1.4. Data Management Registration Number:

## **2. GENERAL RULES**

- 2.1. Present 'General Terms and Conditions' regulate the use of the guest house and relate provided by the Service Provider.
- 2.2. Special, individual conditions are not part of these GTC, however, the possibility of concluding special agreements with travel agents or travel organizers with conditions matching the given business is not excluded.

## **3. CONTRACTING PARTY**

- 3.1. The Guest uses the services provided by the Service Provider.
- 3.2. If the Guest sends his or her order in respect of the services directly to the Service Provider, the Guest shall be regarded as a Contracting Party. If the conditions are met, the Service Provider and the Guest shall become the contracting parties (hereinafter referred to as: the 'Contracting Parties').
- 3.3. If the order in respect of the services is being made to the Service Provider by a third party entrusted by the Guest (hereinafter referred to as the 'Agent') the conditions for the co-operation are regulated in the contract between the Service Provider and the Agent. In this case the Service Provider is not obliged to check whether the representation of the Guest by the third party is lawful or not.

## **4. THE CONTRACT, THE RESERVATION, MODIFICATIONS, OBLIGATION FOR NOTIFICATION**

- 4.1. The agreement is exclusively regarded as concluded if the booking made by the Guest in writing or in oral is confirmed by the Service Provider in writing (postal letter, fax, electronic mail); the so concluded agreement shall be regarded as a written agreement.
- 4.2. Oral bookings, agreements, modifications or their oral confirmation by the Service Provider are not regarded as an agreement.
- 4.3. The accommodation agreement shall be concluded for a limited period of time.
  - 4.3.1. If the Guest definitively leaves the flat/apartment before the end of the agreed term, the Service Provider shall be entitled to claim the contractual price for the entire term. The Service Provider is entitled to re-sell the room left before the end of the term.
  - 4.3.2. The extension of the accommodation term initiated by the Guest is subject to the Service Provider's prior consent. In this case the Service Provider may set as a condition that the already provided services are paid.
- 4.4. The agreement may only be modified and/or amended by a written agreement signed by the Parties.
- 4.5. Found articles shall be kept for 24 hours by the Service Provider, then they will be obliterated.

## **5. TERMS CANCELLATION**

- 5.1. Unless otherwise stated by the guest house in its offer, the accommodation-service may be cancelled without a penalty payment obligation no later than 10:00 local time 7 days prior to arrival.

*a) If the Contracting Party has not guaranteed the use of the accommodation-services by advance payment, credit card guarantee and pre-authorisation, or any other contractual way, the Service Provider's obligation to provide services shall cease in the 5.1. case.*

*b) If the Contracting Party has committed to the use of the accommodation-services by advance payment, credit card guarantee, or any other contractual way but does not arrive on the arrival day or does not inform the guest house about the late arrival, the Service Provider may use the entire amount of the advance money determined as a penalty. In this case the accommodation is reserved for the Contracting Party until 10:00 a.m. on the day following the arrival day, after which date the obligation of the Service Provider to render services shall cease.*

5.2. In the case of reservation of products with special terms, group arrivals or events, the Service Provider shall establish different terms set down in an individual agreement.

## 6. PRICES

6.1. The guest house's actual prices are displayed at the reception of the guest house and are accessible on the house's homepage.

6.2. The Service Provider reserves the right to change its published prices until the booking of the Guest confirmation, or it did not happen, until the occupation of the flats/apartments.

6.3. When providing information about the prices, the Service Provider also marks the amount of tax (VAT, tourism tax) included in the price prescribed by law (local government ordinance) and applicable on the day of providing the offer. The Service Provider shall transfer all surplus burdens arising from the amendment of the prevailing tax law (VAT, tourism tax) to the Contracting Party following notification thereof.

6.4. The Service Provider's actual discounts, special prices, other offers are accessible on the guest house's homepage.

## 7. FAMILY DISCOUNTS

The accommodation is free of charge for a child under 2 years in case he or she is accommodated in the same room with his or her parents. In the case that there are more children which fall into this category, the family has to pay for the price of only one apartment.

## 8. METHOD OF PAYMENT, GUARANTEE

8.1. The value of the services provided by the Service Provider are to be paid by the Contracting Party following the use of the services and prior to departure from the hotel. However, in the case of a special agreement, it may be possible to make later payment.

8.2. In order to guarantee the contractual use of the services provided and the payment of the value of those services, the Service Provider may:

*a) request a credit card guarantee, in the course of which the value of the ordered and confirmed service is blocked on the credit card.*

*b) request advance payment of the fee in part or in full.*

8.3. The Contracting Party can effect payment in HUF and/or

*a) any other currency which is accepted by the Service Provider. The conversion and the invoicing take place at rate of exchange of the National Bank of Hungary at the date of arrival.*

*b) the Service Provider accepts cash-replacements (credit card, as well as coupons, vouchers, etc. based on a separate agreement). The current list of the cash-replacements is available on the house's homepage.*

8.4. Any costs related to any payment method are to be borne by the Contracting Party/the Guest.

## 9. THE METHOD AND CONDITIONS OF THE USAGE OF THE SERVICES

9.1. The Guest can reserve the accommodation from 2:00 p.m. on the date of arrival and he or she shall leave it until 10:00 a.m. of the last day of stay.

9.2. If the Guest intends to reserve the accommodation before 10:00 a.m. on the date of arrival, cost of the previous night – based on individual agreement – 50% can be charged.

9.3. If the Guest wishes to leave the accommodation after 10:00 a.m. on the date of departure, the cost of the next night – based on individual agreement – 50% will be charged.

## 10. PETS

10.1. Pets can be brought into the guest house only with the advance written agreement of the Service Provider. It must be created before the animal is introduced into the apartment.

10.2. The Guest will be held fully liable for any damage caused by his or her animal(s).

10.3. The pet can be kept in the apartment according to a certain tax, assigned by the Service Provider.

## 11. REFUSAL OF FULFILMENT OF THE AGREEMENT, END OF THE SERVICE OBLIGATION

11.1. The Service Provider is entitled to immediately terminate the accommodation agreement and so to refuse to provide its services if:

*a) the Guest does not use properly the room/apartment and the building.*

*b) the Guest acts against the security or order of the guest house, if his or her behavior with the staff is objectionable or rude, if he or she is under the influence of alcohol or drugs or if he or she threatens or offends others or if his or her behavior is unacceptable in any other way.*

*c) the Guest suffers from any infective disease.*

*d) the Contracting Party fails to comply with his or her obligation to pay advance money until the determined deadline.*

11.2. If the agreement between the Parties is interrupted because of 'force majeure', the agreement will be terminated.

## 12. GUARANTEE FOR ACCOMMODATION

12.1. If the Service Provider's guest house is not able to secure the services determined in the agreement because of its own fault (e.g. overbooking, temporary problems of operation, etc.), the Service Provider is obliged to provide accommodation for the Guest without delay.

12.2. The Service Provider is obliged:

*a) to provide the services listed in the agreement for the price confirmed and for the term agreed therein – or until the termination of the hindrance – at another accommodation site of the same level. Any extra costs in respect of such replacement accommodation are borne by the Service Provider.*

*b) to ensure the Guest once is able to make a phone call free of charge to inform the changing of the accommodation.*

*c) to ensure the Guest is transferred price reductions to the replacement accommodation, and that later he or she can move back again to the original accommodation.*

12.3. If the Service Provider completely fulfills its obligations in this respect, and if the Guest accepts the offered replacement accommodation, the Contracting Party may not have any subsequent demands for damages.

## 13. THE GUEST'S ILLNESS, DEATH

13.1. If during the Guest becomes ill during his or her stay at the guest house and is not able to look after himself or herself, the Service Provider offers and ensures him or her medical assistance.

13.2. In the case of the Guest's sickness/death, the Service Provider requests a compensation fee from the Guest's relatives, or from the person who acquits the bill, that is used for the payment of the medical staff that was involved in the Guest's death, the objects that were destroyed, damaged in the process.

13.3. In the case of the Guest's death, the Service Provider acts according to human and merciful rules, and it respects their rules.

#### 14. RIGHTS OF THE CONTRACTING PARTY

14.1. Pursuant to the Contract, the Guest is entitled to the proper using of the guest house and establishments of the place of accommodation that belong to the usual service sphere, and are not under the effect of special conditions.

14.2. The Guest may complain about the performance of the services provided by the Service Provider during his or her stays at the place of accommodation. The Service Provider is obliged during this period to handle complaints justifiably sent to it in writing (or minuted by the Service Provider).

14.3. Any right to complaint by the Guest terminates after departing from the guest house.

#### 15. OBLIGATIONS OF THE CONTRACTING PARTY

15.1. The Contracting Party is obliged to settle the value of the contractually ordered services until that date and with that method are in the Contract.

15.2. The Guest has to ensure that children under the age of 10 during his or her responsibility shall stay in the house of the Service Provider only under the supervision of an adult.

15.3. In case that the Guest locks the door accidentally and the key is left in the apartment door, the Guest has to support a re-opening fee, which costs 50 EUR.

15.4. Every Guest has the right to stay in the apartment on his or her own responsibility, respecting the terms for protection of property, fire warnings, and the rules that govern the house management and the internal order.

15.5. The Guest is not allowed to take out any food or drink from the breakfast and sales unit of the guest house.

#### 16. COMPENSATION LIABILITY OF THE CONTRACTING PARTY

The Guest is responsible for the damages, for the objects that appear in the inventory and disappear in the time period agreed in the Contract. The Guest is also responsible for any potential damage that may cause a person that appears as a Guest or a third person of the Guest. This liability remains in effect even if the aggrieved has the right to claim compensation for his or her damages directly from the Service Provider.

#### 17. RIGHTS OF THE SERVICE PROVIDER

If the Guest fails to meet his or her fee payment obligation related to the used services, or contractually ordered but not used services that carry a penalty, the Service Provider - to ensure the claim is met - has a right of pledge on the personal belongings the Guest has brought to the apartment.

#### 18. OBLIGATION OF THE SERVICE PROVIDER

The Service Provider shall:

*a) provide the accommodation and other services ordered based on the Contract in line with the*

*valid stipulations and service standards.*

*b) examine the written claim of the Guest and take necessary actions to solve the problem, which actions have to be logged in writing.*

## 19. COMPENSATION LIABILITY OF THE SERVICE PROVIDER

19.1. The Service Provider shall be liable for all damages suffered by the Guest within the establishment and caused by the Service Provider or its employee.

19.1.1. The Service Provider shall not be liable for damages that are the result of an unavoidable cause beyond the control of the employees and the Guests of the Service Provider or that have been caused by the Guest himself or herself.

19.1.2. The Service Provider may designate places in the hotel that Guests may not enter. The Service Provider will not be held liable for any eventual damage or injuries caused in such places.

19.1.3. The Guest shall report to the guest house's reception any damages suffered and provide the house all data necessary for clearing the claim, perhaps to be included in the police report or procedures.

19.2. The Service Provider shall take liability for damage suffered by the Guest as a result of the loss, destruction or damage of his or her possessions if these possessions were put in places that are designated by the Service Provider or usually are used for this purpose or in the Guest's room or that were handed over to an employee of the Service Provider whom the Guest believed to be authorized to receive these possessions.

19.2.1. The Service Provider just in case is liable for the loss of valuables, securities and cash if the Service Provider has expressly taken possession of these things for safekeeping or the damage has occurred due to a cause for which the Service Provider is liable according to the general rules and regulations. In these cases the burden of proof lies with the Guest.

19.3. The extent of indemnification is ten times the sum of the contractual daily accommodation charge, except if the damage is less than that.

## 20. DISCRETION

When fulfilling the agreement the Service Provider shall comply with the provisions of the Act LXIII of 1992 on the protection of personal data and the disclosure of data of public interest, and the provisions of the legislation related to data protection as well as according to the related internal rules of the Contracting Party if the Service Provider was notified by the Contracting Party on such rules. When the Guest steps into the building, he or she is asked for his or her personal information because of security reasons.

When the Guest enters and leaves the guest house, he or she is recorded on a video by a webcam so the Guests and also their partners may appear on this video. The videos are exclusively used in the security system and sphere of action of the guest house by the operator. After the termination of a legal relationship the video recordings are obliterated 30 days later. The operator grants the video recordings exclusively to the regulated by the law authorities for official appropriation.

## 21. FORCE MAJEURE

Any reason or circumstance (e.g. war, fire, flood, rigors of weather, power shortage, strike) beyond the control of the Party (force majeure) excuses any Party from performing the obligations set in the Contract prior to this reason or circumstance existing. Parties agree to do everything in their power to limit the possibility of these reasons or circumstances occurring and to remedy the damage or delay caused by them as soon as possible.

## 22. JURISDICTION, GOVERNING LAW

The legal relationship between the Service Provider and the Contracting Party shall be governed by the Hungarian Civil Code. In any legal dispute arising from the service contract, the court is authorized at the location where the services are provided and declared to have competence to handle the issue. Jurisdiction is in the place where the service was rendered.

The Contracting Party has understood the General Terms and Conditions, and by his or her signature of registration form at the same time he or she has got to know, has acknowledged and its commitments are accepted by himself or herself.

Valid from 1st January 2016 until recalled

Service Provider

GTC downloadable format (PDF)