

General Terms and Conditions

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1. Service Provider Information

Name: Balaton Park Hotel Kft.

Address: 8164 Balatonfőkajár, Vásártér út hrsz 094/88

Billing Address: 1137 Budapest, Jászai Mari tér 6. V. floor, door 36

Company Registration Number: 01-09-342697

Tax Number: 26749107-2-41

2. General Rules

2.1. These "General Terms and Conditions" (hereinafter referred to as GTC) govern the use of the services provided by the Service Provider. 2.2. Specific, individual conditions are not part of these General Terms and Conditions but do not exclude the conclusion of separate agreements with travel agents or organizers under different business terms.

3. Contracting Party

3.1. The services provided by the Service Provider are used by the Guest. 3.2. If the Guest directly places the order with the Service Provider, the Guest is considered the Contracting Party. The Service Provider and the Guest become contractual parties (hereinafter referred to as the Parties) upon fulfillment of the conditions. 3.3. If the order is placed by a third party (hereinafter referred to as the Intermediary) on behalf of the Guest, the conditions of cooperation are governed by a separate agreement between the Service Provider and the Intermediary. In this case, the Service Provider is not obligated to verify the legality of the third party's representation of the Guest.

4. Formation of the Contract, Method of Booking, Modifications, Notification Obligation

4.1. Based on the Guest's verbal or written inquiry, the Service Provider sends an offer. If a specific order is not placed within 48 hours of the offer being sent, the offer ceases to be binding. 4.2. The Contract is concluded upon the written confirmation of the Guest's verbal or written booking by the Service Provider, thus becoming a written Contract. Verbal bookings, agreements, modifications, or verbal confirmations by the Service Provider do not constitute a contract. 4.3. The accommodation service Contract is for a specified period. 4.3.1. If the Guest permanently leaves the room before the end of the agreed period, the Service Provider is entitled to 100% of the service fee stipulated in the Contract. The Service Provider is entitled to resell the room vacated before the end of the term. 4.3.2. Extension of the stay initiated by the Guest requires prior approval by the Service Provider, who may request payment for already provided services. 4.4. Any modification or addition to the Contract requires a written agreement signed by both Parties.

5. Cancellation Policy

5.1. The possibility of penalty-free cancellation is subject to the conditions specified in the written confirmation by the Service Provider. • If the Contracting Party does not secure the booking with a deposit, credit card guarantee, or any other method specified in the Contract, the Service Provider's obligation ceases after the time specified in the offer. • In case of late cancellation or failure to cancel, the hotel may charge the full price as a penalty. • A booking is considered guaranteed if secured by credit card or deposit. • If the service is secured, the Service Provider will hold the accommodation until 12:00 PM the day after the arrival date. After that, the obligation ceases (no-show). 5.2. For special rate products, group travel, or events, specific terms defined in a separate Contract apply. 5.3. Refunds: In the case of timely cancellation, the Service Provider refunds the deposit according to the cancellation conditions via bank transfer within 30 days.

Group cancellation deadlines:

Free cancellation within 24 hours of confirmation. After that:

- 59-30 days before arrival: 50% of the booked services
- 29-14 days before arrival: 80% of the booked services
- Within 13 days or no-show: 100% of the booked services

6. Prices

6.1. The current room rates are displayed in the hotel rooms or at the hotel reception. Prices of other services are available at the respective hotel departments (restaurant, bar, wellness). 6.2. The Service Provider may change the announced prices at any time without prior notice. 6.3. When publishing prices, the Service Provider indicates whether the stated prices include applicable taxes under current Hungarian law (VAT, tourism tax). 6.4. Current discounts, promotions, and offers are announced on www.balatonparkhotel.com. 6.5. Child discounts and specific prices are available on the respective offer page.

For bookings of special condition products, events, or more than 10 rooms (group bookings), different conditions or surcharges may apply as stipulated in a separate agreement.

7. Method of Payment, Guarantee

7.1. The Service Provider is entitled to request payment for the services provided before departure, but may also allow post-payment based on a special agreement. 7.2. To guarantee contractual use of services and payment: a) a credit card guarantee may be requested, and card data will be recorded in the hotel system

b) a deposit may be required for part or full amount of participation fee

7.3. Invoices are issued in HUF according to Hungarian tax regulations. Euro-based pricing is converted at the daily rate set by the Service Provider on the arrival date. Accepted currencies for cash payment: HUF, EUR. In addition to cash, the Service Provider accepts advance bank transfers and the following credit cards: Visa, EC/MC, AMEX, OTP SZÉP, K&H SZÉP, MBH SZÉP.

7.4. Any costs related to the payment method are borne by the Contracting Party. 7.5. Invoices are issued on paper, or electronically upon request.

8. Conditions and Method of Service Use

8.1. Guests may occupy rooms on the arrival day at the time specified by the hotel and must vacate them by the designated time on the departure day. 8.2. If a Guest wishes to occupy a room before 6:00 AM on the arrival day, the previous night will be charged.

9. Pets

9.1. Balaton Park Hotel is not a pet-friendly hotel. Therefore, pets are not allowed anywhere on the premises, including guest rooms and public areas. 9.2. Exceptions include assistance animals as required by law, such as guide dogs, which are permitted within the legal framework. 9.3. The Guest assumes full responsibility for any damage caused by such permitted assistance animals.

10. Digital Document Scanner and VIZA System

In accordance with current legislation, check-in and room occupancy require guests to present a photo ID (identity card, card-format driving license, or passport) upon arrival for scanning using the hotel's digital document scanner. As of December 31, 2023, this applies to guests under the age of 14 as well.

According to law, if the guest fails to present the required ID upon arrival, the hotel must deny the accommodation service. Data must be transferred to the Closed Guest Information Database (VIZA) from September 1, 2021.

In cases where accommodation is denied due to lack of identification, the hotel retains the right to charge the advance payment, cancellation, or modification fees stated in the booking confirmation as a penalty.

11. Refusal to Fulfill the Contract, Termination of Service Obligation

11.1. The Service Provider has the right to immediately terminate the accommodation contract, cancel the booking, and/or refuse service if: a) the Guest behaves abusively, offensively, or inappropriately toward the Service Provider, its employees, other guests, or third parties acting in the Service Provider's interest, or if cooperation with the Guest becomes impossible; b) the Guest misuses the room or facility; c) the Guest violates safety regulations, the house rules, behaves offensively, is under the influence of alcohol or drugs, or engages in threatening, abusive, or otherwise unacceptable behavior; d) the Guest has an infectious disease or fails to comply with legal or Provider-implemented safety measures during a pandemic; e) the Contracting Party fails to fulfill their advance payment obligation by the specified deadline. 11.2. If the Contract cannot be fulfilled due to force majeure, it shall be considered terminated.

12. Accommodation Guarantee

12.1. If the Service Provider is unable to provide the services stipulated in the Contract due to its own fault (e.g., overbooking, temporary operational issues), it must immediately arrange alternative accommodation for the Guest. 12.2. The Service Provider must: a) provide or offer the same or higher category accommodation at the same price and duration until the issue is resolved. Any additional costs are covered by the Service Provider; b) offer a free phone call to notify others of the accommodation change; c) provide free transport to the alternative accommodation and, if applicable, back. 12.3. If the Service Provider fully complies with these obligations and the Guest accepts the alternative accommodation, no further claims for damages may be made. If the Service Provider is unable to fulfill a confirmed booking, it will attempt to notify the Guest at least 5 days prior to arrival via email and, if a phone number is available, also by phone at least 4 days in advance. The Guest is not obligated to accept the alternative hotel and may cancel the booking without consequences.

Service provision is subject to valid government regulations permitting hotel operations.

13. Guest Illness or Death

13.1. If the Guest becomes ill during the use of the accommodation service and is unable to act in their own interest, the Service Provider will offer medical assistance. 13.2. In the event of illness or death of the Guest, the Service Provider is entitled to cost compensation from the relative, heir, or invoice payer of the sick/deceased person. This includes medical and procedural costs, the value of services used before the death, and damages to furnishings and equipment related to the illness/death. 13.3. If the Guest is ordered to quarantine by authorities, they must pay the service fee for any extended stay.

14. Rights of the Contracting Party

14.1. Under the Contract, the Guest has the right to use the ordered room and all hotel facilities included in the general service scope and not subject to special conditions. 14.2. The Guest may submit complaints regarding the performance of services during their stay. The Service Provider undertakes to investigate complaints received in writing during this period. 14.3. The Guest forfeits the right to complain after checking out.

15. Obligations of the Contracting Party

15.1. The Contracting Party must pay for the ordered services by the specified time and method. 15.2. The Guest is responsible for ensuring that children under 14 under their supervision remain under adult supervision in the hotel. 15.3. Guests may not bring their own food or drink into the hotel's catering outlets.

16. Liability of the Contracting Party for Damages

The Guest is liable for all damage and disadvantages suffered by the Service Provider or a third party due to the Guest or persons under their responsibility. This liability remains even if the injured party claims compensation directly from the Service Provider.

17. Rights of the Service Provider

If the Guest fails to pay for used or contracted services subject to a penalty, the Service Provider is entitled to place a lien on the Guest's personal property brought to the hotel as security for its claims.

18. Obligations of the Service Provider

The Service Provider must: a) provide the ordered accommodation and services in accordance with valid regulations and service standards b) investigate and document any written complaint from the Guest and take the necessary actions to resolve the issue

19. Liability of the Service Provider for Damages

19.1. The Service Provider is liable for damages suffered by the Guest caused within the hotel due to the fault of the Service Provider or its employees. 19.1.1. The Service Provider is not liable for

damages resulting from unavoidable causes outside its control or caused by the Guest. 19.1.2. The Service Provider may designate areas of the hotel where Guests are not allowed. The Service Provider is not liable for damages or injuries incurred in these areas. 19.1.3. The Guest must immediately report any damage suffered and provide all necessary information for clarification or police documentation. 19.2. The Service Provider is also liable for loss, destruction, or damage to the Guest's belongings if placed in designated or generally assigned areas, or if handed to an employee authorized to receive them. 19.2.1. The Service Provider is only liable for valuables, securities, and cash if it has expressly accepted them for safekeeping or the damage occurred due to a reason for which it is legally liable. In such cases, the Guest bears the burden of proof. 19.3. Compensation is limited to 50 times the daily room rate, unless the damage is less. The Service Provider is not liable for vehicles or valuables left in them, nor for live animals.

20. Confidentiality

The Service Provider acts in accordance with its Data Management Policy.

21. Force Majeure

In the event of circumstances beyond the control of either party (e.g., war, fire, flood, adverse weather, power outage, pandemic, strike), both parties are released from their obligations under the Contract for the duration of the force majeure. The parties agree to do their utmost to minimize the impact and resolve any resulting damages or delays as soon as possible.

22. Applicable Law and Jurisdiction

The legal relationship between the Service Provider and the Contracting Party is governed by local laws. Any legal disputes arising from the service contract fall under the jurisdiction of the court competent at the place of service.