



## General Terms and Conditions

### Table of Contents

1. Service Provider's Details
2. General Provisions
3. Contracting Party
4. Conclusion of the Contract, Method of Booking, Modification, Notification Obligation
5. Cancellation Terms
6. Prices
7. Method of Payment, Guarantee
8. Method and Conditions of Using the Service
9. Pets
10. Digital Document Reader and VIZA System
11. Refusal to Perform the Contract, Termination of the Service Obligation
12. Accommodation Guarantee
13. Illness or Death of the Guest
14. Rights of the Contracting Party
15. Obligations of the Contracting Party
16. Liability for Damages of the Contracting Party
17. Rights of the Service Provider
18. Obligations of the Service Provider
19. Liability for Damages of the Service Provider
20. Confidentiality
21. Force Majeure
22. Applicable Law and Competent Court

### 1. Service Provider Information

Name:	Balaton Park Hotel Kft.
Address:	Vásártér út hrsz 094/88, H-8164 Balatonfőkajár
Billing address:	Jászai Mari square 6. V. floor 36. door, H-1137 Budapest
Company Registration Number:	01-09-342697
TAX Number:	26749107-2-41
NTAK registration number:	SZ25109290



## **2. General Rules**

2.1. These General Terms and Conditions (hereinafter: GTC) govern the Service Provider and the use of its services.

2.2. Special or individual terms do not form part of these General Terms and Conditions; however, they do not exclude the conclusion of separate agreements with travel agents, organizers, or, where applicable, under different conditions appropriate to the type of business.

## **3. Contracting Party**

3.1. The services provided by the Service Provider are used by the Guest.

3.2. If the Guest places the order for the services directly with the Service Provider, the Guest shall be the Contracting Party. Upon fulfilment of the relevant conditions, the Service Provider and the Guest shall jointly become contractual parties (hereinafter: the Parties).

3.3. If the order for the services is placed with the Service Provider by a third party on behalf of the Guest (hereinafter: the Intermediary), the terms of cooperation shall be governed by the agreement concluded between the Service Provider and the Intermediary. In such cases, the Service Provider is not obliged to verify whether the third party is lawfully authorized to represent the Guest.

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

4.1. Upon a request for quotation submitted verbally or in writing by the Guest, the Service Provider shall issue an offer. If no specific order is received within 48 hours from the date the offer is sent, the Service Provider's obligation to the offer shall lapse.

4.2. The Contract is concluded upon the Service Provider's written confirmation of the booking placed by the Guest verbally or in writing, and shall therefore be deemed a written contract. Verbal bookings, agreements, modifications, or verbal confirmations by the Service Provider shall not be considered contractually binding.

4.3. The Contract for the use of accommodation services is concluded for a fixed period of time.

4.3.1. If the Guest permanently vacates the room before the expiration of the agreed period, the Service Provider shall be entitled to 100% of the consideration for the services stipulated in the Contract. The Service Provider shall be entitled to resell the room vacated prior to the expiration date.



4.3.2. Any extension of the accommodation service initiated by the Guest requires the prior consent of the Service Provider. In such cases, the Service Provider may require payment for services already rendered.

4.4. Any modification and/or supplementation of the Contract requires a written agreement signed by both Parties.

## **5. Cancellation Policy**

5.1. The accommodation service may be cancelled free of charge in accordance with the conditions specified in the Service Provider's written confirmation:

- If the Contracting Party has not secured the accommodation services by advance payment, credit card guarantee, or any other method stipulated in the Contract, the Service Provider's obligation to provide the service shall terminate after the deadline specified in the offer.
- In the event of late cancellation or failure to cancel, the hotel may invoice the price of the ordered services as a penalty.
- A booking shall be considered guaranteed if it is secured by credit card coverage or an advance payment.
- If the Contracting Party has secured the accommodation services by advance payment, credit card guarantee, or any other method stipulated in the Contract, the Service Provider shall hold the accommodation for the Contracting Party until 12:00 noon on the day following the arrival date; thereafter, the Service Provider's obligation to provide the service shall cease (no-show).

5.2. In the case of bookings for products subject to special conditions, group travel, or events, the Service Provider shall apply different terms and conditions as set out in an individual contract.

5.3. Refunds: In the event of timely cancellation by the Contracting Party, the Service Provider shall refund the amount of the advance payment in accordance with the applicable cancellation terms by bank transfer. The Service Provider shall have up to 30 days to complete the refund.

## **6. Prices**

6.1. Current room rates are displayed in the hotel rooms or at the hotel reception. Price lists for other services are available in the respective hotel departments (restaurant, bar, wellness area).



6.2. The Service Provider reserves the right to change its published prices at any time without prior notice.

6.3. When communicating prices, the Service Provider shall indicate whether the stated prices include the taxes prescribed by applicable Hungarian law (VAT, local tourist tax) or not.

6.4. Current discounts, promotions, and other special offers are published on the website [www.balatonparkhotel.com](http://www.balatonparkhotel.com).

6.5. Discounts applicable to children and specific prices are available on the relevant offer pages. In the case of bookings for products subject to special conditions, event bookings, or group bookings exceeding 10 rooms, the Service Provider may apply different terms and/or surcharges as set out in an individual contract.

## **7. Method of Payment, Guarantee**

7.1. The Service Provider is entitled to receive payment for the services provided to the Contracting Party no later than after the services have been used and prior to departure from the hotel. However, the Service Provider may allow deferred payment based on an individual agreement.

7.2. In order to guarantee the use of the services in accordance with the Contract and the settlement of the consideration, the Service Provider may

- a. request a credit card guarantee, during which the card details are recorded in the hotel system;
- b. request the payment of an advance, either for part of or the full amount of the service fee.

7.3. Invoices are issued in Hungarian Forints (HUF) in accordance with Hungarian tax regulations. If the services were ordered in Euros, the Euro amount shall be converted into HUF at the daily exchange rate set by the Service Provider. Cash payments are accepted in the following currencies: HUF and EUR. In addition to cash payments, the Service Provider accepts advance bank transfers and the following credit cards: Visa and EC/MC.

7.4. Any costs related to the use of a particular payment method shall be borne by the Contracting Party.

7.5. The Service Provider issues invoices electronically and, upon request, sends them to the Guest by post.



## **8. Conditions and Method of Service Use**

8.1. The Guest may check into the hotel room on the arrival day at the time specified by the hotel and is required to vacate the room by the published check-out time on the day of departure.

8.2. If the Guest wishes to occupy the room before 6:00 a.m. on the day of arrival, the previous night will be charged. If the Guest vacates the room after 4:00 p.m. on the day of arrival, the following night will be charged.

## **9. Digital Document Scanner and VIZA System**

In accordance with the applicable law, check-in and room occupancy require the presentation of a valid photo ID (identity card, card-format driver's license, or passport) for all persons using the accommodation service. The ID must be presented at the reception upon arrival and recorded by the hotel using a digital document scanner. Every guest must present a photo ID at check-in, including children under 14 years of age as of December 31, 2023.

According to the law, if the Guest fails to present an identification document upon arrival, the hotel is entitled to refuse the accommodation service. From September 1, 2021, the hotel is required to transmit guest data to the Guest Information Closed Database (VIZA) system.

In cases where the stay is refused by law, the hotel is entitled to claim payment of any advance, cancellation, or modification fees stated in the booking confirmation and may charge the full amount as a penalty.

## **10. Pets**

10.1. Balaton Park Hotel is not classified as a pet-friendly accommodation; therefore, pets are not allowed on the hotel premises, neither in guest rooms nor in common areas.

10.2. An exception is made for assistance animals required by law, in particular guide dogs, whose entry and presence are permitted within the framework of applicable legislation.

10.3. The Guest is fully responsible for any damage caused by an assistance animal exceptionally permitted.



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

11.1. The Service Provider is entitled to terminate the Contract for accommodation services with immediate effect at any time, thereby canceling the booking and/or refusing to provide the services, if:

- a. the Guest behaves abusively, improperly, offensively, or hostilely toward the Service Provider, its employees, other guests, or any third party acting within the Service Provider's sphere of interest, or other circumstances make further cooperation with the Guest impossible;
- b. the Guest uses the room or facilities in a manner inconsistent with their intended purpose;
- c. the Guest fails to comply with the accommodation's safety regulations or house rules, behaves unacceptably or aggressively toward staff, is under the influence of alcohol or drugs, or exhibits threatening, offensive, or otherwise unacceptable behavior;
- d. the Guest suffers from a contagious disease or fails to comply with legal or hotel-imposed protective measures during a public health situation;
- e. the Contracting Party fails to pay the advance stipulated in the Contract by the specified deadline.

11.2. If the Contract between the Parties cannot be fulfilled due to a force majeure event, the Contract shall terminate.

## **12. Accommodation Guarantee**

12.1. If the Service Provider is unable to provide the services specified in the Contract due to its own fault (e.g., overbooking, temporary operational issues, etc.), it is obliged to immediately arrange accommodation for the Guest.

12.2. The Service Provider is obliged to:

- a) provide or offer the services specified in the Contract, at the confirmed price and for the stipulated duration—or until the obstruction is removed—at another accommodation of the same or higher category. All additional costs for the substitute accommodation shall be borne by the Service Provider;
- b) provide the Guest with free telephone access to communicate the change of accommodation;
- c) provide free transfer for the Guest to move to the offered substitute accommodation, and, if applicable, for a later return.



12.3. If the Service Provider fully complies with these obligations, and the Guest accepts the offered substitute accommodation, the Contracting Party may not claim any subsequent compensation. In every case where the Service Provider cannot provide the confirmed booking at the designated hotel, it shall attempt to contact the Guest by email no later than 5 days before arrival, and, if the Guest has provided a phone number, also by phone no later than 4 days before arrival. The Guest is not obliged to accept the alternative hotel offered by the Service Provider and may cancel the booking without any further legal consequences. The provision of the service is subject to compliance with applicable governmental measures permitting the operation of hotel services.

### **13. Guest Illness or Death**

13.1. If the Guest falls ill during the period of accommodation and is unable to act on their own behalf, the Service Provider shall offer medical assistance.

13.2. In the event of the Guest's illness or death, the Service Provider is entitled to compensation from the Guest's relatives, heirs, or the party responsible for payment of the invoice. This includes any medical and procedural costs, charges for services used prior to death, and any damage caused to equipment or furnishings in connection with the illness or death.

13.3. If a government authority imposes a home quarantine on the Guest, the Guest is obliged to pay the Service Provider for any service fees related to the possible extension of the booking.

### **14. Rights of the Contracting Party**

14.1. Under the Contract, the Guest is entitled to use the booked room and the hotel facilities included in the standard service offering, provided they are not subject to special conditions.

14.2. The Guest may submit complaints regarding the performance of services provided by the Service Provider during their stay at the hotel. The Service Provider undertakes to handle complaints that are submitted in writing and acknowledged during this period (or recorded in a formal report by the Service Provider).

14.3. The Guest's right to submit complaints ceases after departure from the accommodation.

### **15. Obligations of the Contracting Party**

15.1. The Contracting Party is obliged to pay the consideration for the services ordered in the Contract by the specified time and in the agreed manner. If the advance payment is not made



in full by the payment deadline, the Hotel is entitled to withdraw from the Contract and charge the advance.

15.2. The Guest shall ensure that any child under 14 years of age under their responsibility stays at the Hotel only under adult supervision.

15.3. The Guest may not bring their own food or beverages into the Hotel's catering facilities.

15.4. The Guest is responsible for any damage caused within the Hotel premises by participants or organizers they have directed to the Hotel. All damage must be recorded in a written report.

15.5. The Guest must comply with the Hotel's Fire and Safety Regulations, acknowledgment of which is confirmed by signing this agreement.

## **16. Liability of the Contracting Party for Damages**

The Guest is responsible for all damages and losses suffered by the Service Provider or any third party caused by the Guest, their companions, or other persons under the Guest's responsibility. This liability remains in effect even if the injured party has the right to claim compensation directly from the Service Provider.

## **17. Rights of the Service Provider**

If the Guest fails to pay for services used or ordered under the Contract but not utilized, which are subject to cancellation fees, the Service Provider shall have a lien on the Guest's personal belongings brought into the hotel to secure its claims.

The Hotel is entitled to withdraw from the Contract for valid substantive reasons (e.g., force majeure, or other reasons beyond the Hotel's control, if the Hotel has reasonable grounds to believe that the event may jeopardize the smooth operation, safety, or public reputation of the Hotel, or in cases of force majeure).

If the Hotel intends to exercise its right of withdrawal, it must notify the Guest without delay. The Guest's claim for compensation is excluded, except in cases of intentional misconduct or gross negligence by the Hotel..

## **18. Obligations of the Service Provider**

The Service Provider is obliged to:

- a) a) provide the accommodation and other services ordered under the Contract in accordance with applicable regulations and service standards;



- b) b) investigate any written complaints submitted by the Guest and take the necessary steps to address the issue, which must also be documented in writing

## **19. Liability of the Service Provider**

19.1. The Service Provider shall be liable for any damage suffered by the Guest that occurs within the facilities due to the fault of the Service Provider or its employees.

19.1.1. The Service Provider's liability does not extend to damage caused by unavoidable circumstances outside the control of the Service Provider or its employees, or damage caused by the Guest themselves.

19.1.2. The Service Provider is not responsible for any technical equipment not provided by the Service Provider or its contracted partners. The Service Provider has the right to exclude any equipment from use that may interfere with the proper functioning of any system or pose a safety risk.

19.1.3. The Service Provider may designate areas within the hotel that the Guest may not enter. The Service Provider shall not be liable for any damage or injury occurring in such restricted areas.

19.1.4. The Guest must immediately report any damage incurred to the hotel and provide all necessary information to clarify the circumstances of the incident, including for police reports or proceedings if required.

19.2. The Service Provider shall also be liable for loss, destruction, or damage to the Guest's property, provided that the property was placed in a location designated by the Service Provider, in the Guest's room, or handed to an employee reasonably authorized to receive it.

19.2.1. The Service Provider is only responsible for valuables, securities, and cash if they were explicitly received for safekeeping, or if the damage occurred for reasons for which the Service Provider is otherwise liable under general rules. In such cases, the burden of proof rests with the Guest.

19.3. Compensation shall not exceed fifty times the daily room rate stipulated in the Contract, unless the damage is less. The Service Provider is not liable for vehicles, items left in vehicles, or live animals.

## **20. Confidentiality**

The Service Provider shall act in accordance with its Data Management Policy.



## **21. Force Majeure**

A “force majeure event” means any unforeseeable and/or extraordinary event that the Contracting Party cannot reasonably control, such as natural disasters, fire, explosion, adverse weather conditions, storm, flood, structural subsidence caused by natural damage, earthquake, acts of terrorism, rebellion, civil unrest, war, hostilities; strike or other labor actions; terrorist attacks; epidemic or other natural catastrophe; travel bans imposed by government authorities on the country where the booking/event takes place; regulations or restrictions, or any other similar cause that makes it impossible for the Parties to fulfill their obligations under this agreement during the booking/event period, provided that the force majeure event did not occur due to the fault, negligence, or omission of the affected party, and could not have been avoided with reasonable care. However, for the avoidance of doubt, nothing relieves a party from its payment obligations under this agreement.

The Party affected by force majeure is obliged to immediately notify the other Party in writing, providing an explanation of the situation. Neither Party shall be considered in breach of its obligations if it is unable to perform its contractual duties due to a force majeure event affecting the relevant time and place.

In the event of force majeure, the Parties must immediately consult with each other to find a solution acceptable to both and make reasonable efforts to mitigate the damages caused by the event or agree on performance. Acceptable solutions for both Parties may include relocating the booking/event to another hotel of equivalent standard and/or postponing the booking/event to the earliest possible date acceptable to both Parties.

## **22. Applicable Law and Competent Court**

The legal relationship between the Parties shall be governed by the provisions of the local law. Any disputes arising from the service contract shall be subject to the jurisdiction of the court competent for the location where the service is provided.