

**IMOLA VENDEHAZ KFT.
GENERAL TERMS AND CONDITIONS**

**IMOLA GARDEN
for use
12. Petofi Sandor Street, 8230 Balatonfured**

Valid from June 1, 2022

The scope of the General Terms and Conditions covers the services provided by Imola Garden.

1) Data of the Service Provider:

Company name: Imola Vendeghaz Kft.
Seat of company: 6. Kossuth Lajos Street, 3300 Eger
Correspondence address: 6. Kossuth Lajos Street, 3300 Eger
Company registration number: 10-09-022697
TAX number: 11175085-2-10

The location of the service: **Imola Garden**
12. Petofi Sandor Street, 8230 Balatonfured,

Telephone: (06-87) 341-722
E-mail: recepicio@imolavendeghaz.hu
Internet: <http://www.imolavendeghaz.hu>

2) The Contracting Parties

- a) The **Guest** uses the accommodation services provided by the **Service Provider**.
- b) If the Guest places an order for accommodation services directly with the Service Provider, the Guest is the **Contracting Party**. The Service Provider and the Guest/Contracting Party are hereafter jointly Parties.
- c) If the Guest submits an order for accommodation services to the Service Provider, not directly, but on behalf of a third party, the Intermediary is the **Contracting Party**, and the conditions of cooperation are governed by the contract concluded between the Service Provider and the Intermediary. In this case, the Service Provider is not obliged to check whether the third party (Intermediary) legally represents the Guest.

3) Method and conditions of using the service, general rules:

- a) Service order:

In all cases, the order must be sent **in writing** (e-mail) to the above-mentioned contact details. The Service Provider does not consider it as an offer or an order in direct speech only.

The Service Provider has the right to request an advance payment from the Guest, the amount of which is 30-100% (depending on the period), for which the Guest will be issued an advance invoice on the date of receipt of the advance payment. This makes the reservation guaranteed.

The order must include the name and address of the Guest, the number of Guests, the exact time of arrival and departure, the room type, and the exact name of the services (meals, program). Since there are different types of rooms at the accommodation, when placing an order, it is necessary to clearly inform the accommodation facility which category and type of room the Guest's order applies to.

b) **Cancellation of the service:**

The Guest undertakes to inform the relevant accommodation in writing of any possible cancellation, modification or any other change of the services ordered by him before the start of the service. In the case of individual orders, it is possible to cancel without penalty five days prior to arrival, except for signed in the individual agreement concluded with the Guest. If the Guest does not arrive or does not cancel his order by the appropriate deadline, the amount of the penalty is the same as the cancellation conditions indicated in the confirmation. In the case of a group order, the cancellation conditions will be recorded at the conclusion of the individual transaction.

c) **Guesthouse rooms can be ordered with or without board according to the offer published on the Service Provider's website.**

d) *Arrival and departure from the accommodation:*

Guesthouse rooms can be occupied from 2:00 p.m. to 6:00 p.m. on the day of arrival and must be left from 7:00 a.m. to 10:00 a.m. on the day of departure. If you want to arrive or leave the accommodation at a different time, prior written agreement is required. Early check-in and late check-out are possible for an extra charge, depending on the occupancy of the guesthouse.

e) **Requests and comments related to the reservation will be accepted in advance, in written form, by the accommodation, no later than the day of arrival. Otherwise, complaints will not be accepted. Regarding the prices, we only make a difference in room category, not in terms of features (e. g. west or east orientation).**

4) Prices of services:

The prices issued by Imola Garden always include the statutory VAT valid at the time of printing, but they do not include the tourist tax, which must be paid at the location of the service, except for those offers in which Imola Garden specifically indicates: "the indicated prices include tourist tax". The prices also do not include the fee for the trip there and back, as well as the tour guide. The prices - based on § 6 of the NFGM--SZMM joint decree 4/2009 (I.30) - are displayed at the place where the service is provided, in accordance with the law. The Guest can also receive appropriate information about the service fee at the reception of the accommodation before starting the service.

Imola Garden reserves the right to change prices. The accommodation will inform you of the currently valid prices in the confirmation of the order.

The Service Provider and the Guest agree that the date of performance of the provided service (VAT. 55. § (1)) shall be considered the day of the last service used by the Guest.

5) Payment terms:

The consideration for the ordered services can be paid by bank transfer or on the spot with cash and bank card.

In the case of bank transfer – except signed in the contract with the accommodation or the booking office - the Guest must credit the value of the ordered services to the bank account of the relevant accommodation prior to arrival.

The Service Provider has the right to request an advance payment from the Guest, the amount of which is 30-100% (depending on the period), for which the Guest will be issued an advance invoice on the date of receipt of the advance payment.

6) Unique services:

a) Programs:

The accommodation provides information about the program offers and their current prices when booking the accommodation and during the Guest's stay there.

7) Complaint:

a) In the event of any complaints arising during the accommodation service, the Guest may make a written complaint at the reception of the accommodation until the time of departure. The accommodation is obliged to investigate the complaints within thirty days and respond to them in a meaningful way.

b) The Guest's right to complain ceases after leaving the accommodation.

The Service Provider is obliged to inform the Guest of the service provider's registered office, the place and method of handling complaints, the Service Provider's mailing and electronic correspondence address, Internet address and telephone number to communicate complaints. In the event of a consumer legal dispute, the information must cover the possibility of contacting the conciliation body competent according to the Guest's place of residence/stay, as well as the contact details of the conciliation body.

8) Refusal to perform the Contract, termination of the service obligation:

The Service Provider is entitled to terminate the Contract for its services with immediate effect, and thus refuse to provide the services, if:

- a) the Guest does not use the facility, or the room provided for its intended purpose,
- b) the Guest behaves in an objectionable and rude manner with the security and order of the accommodation, its employees, is under the influence of alcohol or drugs to a significant degree, exhibits threatening, insulting or other unacceptable behaviour.
- c) the Guest suffers from an infectious disease.
- d) the Contracting Party does not fulfill its obligation to pay the deposit or advance payment specified in the Contract by the date specified in the agreement.

- e) If the contract between the parties is not fulfilled due to "vis majeure" reasons, the contract is terminated.

9) Bringing pets into the Guesthouse

Pets are not allowed in the Imola Garden area.

10) Security of data management

- a) The User is responsible for the authenticity of the personal data provided by the Guest.
- b) Only employees of the data controller can access the personal data provided by the User. The data controller will not transfer personal data to third parties other than those indicated, only based on the prior and express consent of the data subject.
- c) The service provider protects the data against unauthorized access, alteration, transmission, disclosure, deletion or destruction, as well as against accidental destruction and damage.
- d) The User acknowledges that the Service Provider is obliged to release personal data to the requesting authority based on legal authorization if the legal conditions are met. The User may not object to the provision of data based on the law, official or court decision.

11) Secrecy

In fulfilling its obligations contained in the Contract, the Service Provider is obliged to act in accordance with the rules of the law on the protection of personal data and the disclosure of data of public interest.

12) Vis major

Any reason or circumstance (for example, war, fire, pandemic, flood, bad weather, power shortage, broken pipe, strike) over which the party has no control (vis majeure), any party is released from fulfilling their obligations arising from the Agreement, as long as this reason or circumstance exists. If such a circumstance occurs, the affected party must notify the other party in writing immediately.

13) Liability for damages

- a) Guest for compensation for damage suffered by the Service Provider pursuant to the Civil Code obliged according to its relevant provisions.
- b) The Guest is responsible for all damages and disadvantages caused by the Service Provider or a third party to the Guest or his/her companion, or other persons, objects, pets, etc. under his/her responsibility he suffers because of his mistake. This responsibility exists even if the injured party has the right to claim compensation directly from the accommodation.
- c) Service Provider to compensate the damage suffered by the Guest in accordance with the Civil Code obliged according to its relevant provisions.

- d) The Service Provider may designate places in the accommodation where the Guest may not enter. The Service Provider assumes no responsibility for any damage or injury that may occur in such places.
- e) The Service Provider is only responsible for **valuables, securities, and cash** - without limiting the extent of liability - if the item has been specifically **taken over for safekeeping (with a receipt)** and the damage has occurred for a reason for which it is liable according to the general rules. In this case, the Guest bears the burden of proof.
- f) The Guest must immediately provide the Service Provider with any damage that may have occurred to him or her at the accommodation and provide all necessary data to clarify the circumstances of the damage or to record a police report/police procedure.
- g) The Guest must report the damage immediately. In case of failure to do so, the Service Provider is liable for the damage according to the general rules, but the consequences of the failure to prove it fall on the Guest.

14) Place of performance and applicable law in the legal relationship of the parties, court of jurisdiction

- a) The place of performance is the place where the accommodation is located.
- b) In relation to all disputes arising from the accommodation contract, the Eger District Court - in case of judicial jurisdiction, the Eger Court - is exclusively competent.
- c) The legal relationship between the Service Provider and the Guest is governed by Hungarian legislation, especially Act V of 2013 on the Civil Code its provisions shall govern.

The Service Provider and the Contracting Party declare in unison that they recognize these General Terms and Conditions and any directly undertaken additional provisions as binding on them and undertake their fulfilment of their own free will.

These General Terms and Conditions apply equally to individual contracts concluded with individual Guests and, in the absence of a different mutual agreement, with group Guests and with natural persons, companies and other organizations.

The Guest declares that she/he has read and acknowledged the contents of the General Terms and Conditions.

Dated: 1st June 2022. Eger