

General Terms and Conditions and Data Protection

General Business Conditions

1. Service provider's data: Balatonszabadi Apartman, Zsuzsanna Zsákai EV Small trader

Registered office: 8651 Balatonszabadi Vak Bottyán u. 100.

Tax number: 59056450-1-34 NTAK: 22042225

2. General rules

2.1 These "General Terms and Conditions" govern the use of the accommodation and services of the Service Provider.

2.2 Specific, individual conditions do not form part of the General Terms and Conditions, but do not preclude the conclusion of separate agreements with travel agents, tour operators, with different conditions according 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 order for the services is placed directly by the Guest with the Service Provider, the Guest is the Contracting Party. The Service Provider and the Guest shall become contracting parties (hereinafter referred to as the Parties), provided that the conditions are fulfilled.

3.3 If the order for the services is placed by a third party (hereinafter referred to as the Intermediary) on behalf of the Guest with the Service Provider, the terms of cooperation shall be governed by the contract concluded between the Service Provider and the Intermediary. In this case, the Service Provider shall not be obliged to verify whether the third party legally represents the Guest.

4. Formation of the Contract, method of reservation, modification, obligation of notification

4.1 The Service Provider shall submit an offer in response to the Guest's request for an offer sent in words or in writing (electronically). The offer shall be valid for 24 hours, without prejudice to the possibility of letting the accommodation to third parties in the meantime.

4.2 The Contract shall be deemed to have been concluded upon confirmation of the Guest's written (electronic) or oral reservation by the Service Provider, but only upon receipt of the confirmed advance payment of the amount specified by the Service Provider to the Service Provider's bank account. Verbal reservations, agreements, amendments or oral confirmation of the same by the Service Provider shall not be deemed to be a contract!

4.3 The contract for the use of the accommodation service is always for a fixed period.

4.3.1 If the Guest permanently leaves the accommodation before the expiry of the fixed period, the Service Provider shall be entitled to the full price of the service stipulated in the Contract. The Service Provider shall be entitled to resell the accommodation which has become vacant before the expiry date.

4.3.2 The extension of the use of the accommodation service initiated by the Guest requires the prior consent of the Service Provider.

4.4 Any modification and/or amendment of the Contract shall require a written agreement signed by the Parties.

4.5. The Service Provider shall keep the found objects for 72 hours, after which it shall destroy them.

5. Cancellation conditions

5.1 The contracting party may cancel the accommodation service without penalty up to 30 days prior to arrival, 8:00 a.m. local time.

a) If the Contracting Party cancels the use of the accommodation services within 15 days prior to arrival, 50% of the deposit will be refunded, which the Service Provider is obliged to return to the Contracting Party within 8 days.

b) If the Contracting Party cancels the use of the accommodation services within 7 days prior to arrival, 25% of the advance payment shall be refunded, which shall be returned to the Contracting Party by the Service Provider within 8 days.

c) If the Contracting Party cancels the use of the accommodation services within 3 days prior to arrival, the full amount of the advance payment shall be due to the Service Provider as a penalty.

d) If the Contracting Party has secured the use of the accommodation services by advance payment and does not arrive on the day of arrival, does not indicate the expected time of arrival or does not change it, the Service Provider's obligation to provide the services shall cease 24 hours after the day of arrival, and the Service Provider may resell the accommodation and the full amount of the advance payment shall be due to the Service Provider as a penalty.

5.2 In the case of reservations subject to special conditions, group travel or other events, the Service Provider shall lay down different terms and conditions from those set out above in an individual Contract.

6. Prices

6.1 The prices of the accommodation will be displayed on the Service Provider's website (www.balatonzabadiapartman.hu) under the "booking" section. Price lists for other additional services are also available on the website.

6.2 The Service Provider is free to change the advertised prices until the booking is confirmed or, if not confirmed, until the accommodation is occupied.

6.3. The Service Provider shall, upon prior notification, pass on to the Contracting Party any additional costs resulting from changes in the applicable tax law (VAT, IFA).

6.4 Current discounts, promotions and other offers are also published on the Service Provider's website.

7. Method of payment, guarantee

7.1 50% shall be claimed either by bank transfer on the third day prior to the date of the reservation or by cash or credit card payment on arrival at the place of use.

7.2 The Service Provider may request an advance payment of part or all of the participation fee in order to guarantee the use of the service in accordance with the Contract and the payment of the consideration.

7.3 The Contracting Party may settle its account in HUF, and/or

a) in any currency that the Service Provider advertises for acceptance. In this case, the conversion or invoicing shall be carried out at the exchange rate of the National Bank of Hungary valid on the day of the Guest's arrival.

b) the Service Provider accepts cashless payment instruments (credit card, debit card, and, under a separate agreement, a szép card), the current list of which is available on the Website.

7.4 The costs associated with the use of any payment method shall be borne by the Contracting Party.

8. Conditions and use of the service

8.1. The Guest may check in at 14:00 on the day of arrival and check out by 10:00 on the last day of stay.

8.2 No earlier arrival is possible, later departure is subject to availability.

9. Pet

The accommodation pets are not allowed.

10. Refusal of performance of the contract, termination of the service obligation

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

- a) the Guest fails to use the accommodation or the facilities provided or their equipment for the intended purpose.
- b) the Guest behaves in an unacceptable manner with regard to the security, order and safety of the accommodation, its staff, or in a rude, abusive, threatening, abusive or otherwise unacceptable manner, or is under the influence of alcohol or drugs, or is abusive, insulting or otherwise unacceptable to the accommodation or its staff.
- c) the Guest is suffering from a communicable disease.
- d) the Contracting Party fails to fulfil its obligation to pay the advance payment specified in the Contract by the specified date.

10.2 If the Contract between the parties is terminated for reasons of force majeure, the Contract shall be deemed to have terminated at the same time as the force majeure occurs.

11. Guarantee

If the Service Provider's accommodation cannot provide the services provided for in the Contract through its own fault (e.g. temporary operating problems, etc.), the Service Provider shall be obliged to indemnify the Guest in part or in full.

12. Illness of the guest, death

12.1 If the Guest falls ill while using the accommodation service and is unable to act on his/her own, the Service Provider shall offer medical assistance.

12.2 In the event of the illness/death of the Guest, the Service Provider shall claim compensation from the sick/deceased person's relatives, heirs or bill payer for any medical and procedural costs, the value of services used prior to the death, and any damage to equipment and furnishings caused by the illness/death.

12.3 In the event of the death of a guest, the service provider shall act in compliance with the rights and rules of humanity and compassion.

13. Rights of the Contracting Party

13.1 Under the Contract, the Guest shall be entitled to use the facilities of the accommodation ordered for the purpose intended, which are included in the normal scope of services and are not subject to special conditions.

13.2 The Guest may lodge a complaint regarding the performance of the services provided by the Supplier during the period of his stay in the accommodation. During this period, the Service Provider undertakes to deal with any complaint submitted to it (or recorded by it) with written proof.

13.3 The Guest's right to lodge a complaint ceases after his/her departure.

14. Obligations of the Contracting Party

14.1 The Contracting Party is obliged to pay the remuneration for the services ordered in the Contract by the date and in the manner specified in the Contract.

14.2 The Guest shall ensure that any child under the age of 14 who is under the responsibility of the Guest is only under the supervision of an adult.

14.3 Each Guest or his/her companion may stay in the accommodation at his/her own risk, respecting the safety and general regulations concerning the protection of property, fire prevention and the order of the House.

15. Liability of the Contracting Party for damages

The Guest shall be liable for all damages, shortcomings in the inventory of accommodation and disadvantages suffered by the Service Provider or third parties due to the fault of the Guest or his/her companion or other persons under his/her responsibility. This liability shall also apply if the injured party is entitled to claim compensation for his/her damage directly from the Service Provider.

16. Rights of the Service Provider

If the Guest fails to fulfil his obligation to pay the charges for the services used or ordered in the Contract but not used, the Service Provider shall be entitled to a lien on the Guest's personal property which he has brought with him to the accommodation, as security for his claims.

17. Obligations of the Service Provider

The Service Provider is obliged;

- a) provide the accommodation and other services ordered under the contract in accordance with the applicable regulations and service standards.
- b) investigate the guest's written complaint and take the necessary steps to deal with the problem, which must be recorded in writing.

18. Responsibility of the Service Provider

18.1 The Service Provider's liability does not cover damage caused by an unavoidable cause beyond the control of the Service Provider and its guests, or caused by the Guest themselves.

18.2 The Guest must immediately report any damage suffered by him/her to the accommodation provider and provide all the necessary information required to clarify the circumstances of the damage, possibly for the purpose of a police report/police procedure.

18.3 The Service Provider shall not be liable for any loss, damage or deterioration of the Guest's personal belongings, valuables, cash, securities.

19. Confidentiality

19.1 In the performance of its obligations under the Contract, the Service Provider shall act in accordance with the provisions of Act LXIII of 1992 on the protection of personal data and the disclosure of data of public interest and the provisions of the relevant legislation on data protection and, if the Contracting Party has brought this to the attention of the Service Provider, in accordance with the relevant internal rules of the Contracting Party.

19.2 Upon entering the accommodation, the Operator shall record data in accordance with the data protection legislation for the purposes of verification and proof required in the scope of operation and for security purposes, from 0 to 24 hours: a video recording shall be made of the Guest's entry and exit, which may also include the Guests and their partners. The operator will use the recordings exclusively for the security operation of the House and will destroy them after 30 days following the termination of the contract. The recordings will be released by the Operator for official use only upon request by the authorities as defined by law.

20. Vis major

Any cause or circumstance (e.g. war, fire, flood, adverse weather, power failure, strike) over which a party has no control (force majeure) shall relieve either party from the performance of its obligations under the Contract for so long as such cause or circumstance exists. The Parties agree to use their best endeavours to minimise the possibility of such causes or circumstances occurring and to prevent or remedy any damage or delay caused thereby as soon as possible.

21. Applicable law in the relationship between the parties

The legal relationship between the Service Provider and the Contracting Party shall be governed by the provisions of the Hungarian Civil Code. Any dispute arising from the Service Contract shall be settled by the court having jurisdiction according to the place of performance. The Contracting Party has read and taken note of the General Terms and Conditions at the time of signing the registration form and acknowledges its obligations.

Valid from 2022 until withdrawal

Service Provider