



## **GENERAL TERMS AND CONDITIONS**

Gyáli Városgazda Ltd.

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Table of Contents:

1. Service Provider's Information
2. General Rules
3. Contracting Party
4. Formation of the Contract, Reservation Method, Modification, Notification Obligation
5. Cancellation Conditions
6. Prices
7. Payment Conditions
8. Steps for Online Room Reservation and Online Payment
9. Mode and Conditions of Service Utilization
10. Pets
11. Refusal of Contract Performance, Termination of Service Obligation
12. Guest's Illness, Death
13. Rights of the Contracting Party
14. Obligations of the Contracting Party
15. Liability for Damages of the Contracting Party
16. Rights of the Service Provider
17. Obligations of the Service Provider
18. Liability for Damages of the Service Provider
19. Confidentiality
20. Applicable Law, Competent Court in the Parties' Legal Relationship

### **1. Service Provider's Information**

Company Name: Gyáli Városgazda Limited Liability Company

Short Name: Gyáli Városgazda Ltd.

Registered Office: 2360 Gyál, Ady Endre Street 22

Phone: +36 30 158 9448

Tax Identification Number: 24184409-2-13

Company Registration Number: 13-09-160450



## **2. General Rules**

2.1. The "General Terms and Conditions" (hereinafter referred to as GTC) regulate the conditions related to the use of the Service Provider's accommodations and the services offered therein.

2.2. The Service Provider may enter into a separate agreement regarding the services it offers, and the specific provisions of this agreement may differ from the provisions outlined herein.

2.3. The Service Provider is entitled to modify these General Terms and Conditions. The provisions of the modified General Terms and Conditions shall apply to offer requests sent by the Service Provider and contracts concluded based on such requests, following the effective date of the modification.

## **3. Contracting Party**

3.1. The contracting party is a natural person or legal entity, as well as any other organization ordering and/or utilizing the services of the Service Provider. The contracting party also includes the natural person who actually uses the services of the Service Provider. The term collectively referring to the party ordering and/or utilizing the service is hereinafter referred to as the "Guest." The Service Provider and the Guest, upon fulfillment of the conditions, become contracting parties, hereinafter collectively referred to as the "Contracting Parties."

## **4. Formation of the Contract, Reservation Method, Modification, Notification Obligation**

4.1. Upon receiving a request for an offer from the Guest, whether orally or in writing – via letter, online, or email – the Service Provider sends a proposal. If, within 48 hours from the dispatch of the proposal, there is no specific written order accepting the Service Provider's offer, the Service Provider's obligation to the offer ceases.

4.2. The contract is formed upon the confirmation by the Service Provider, sent in writing, letter, online, or via email, of the reservation made by the Guest in writing, letter, online, or via email. Thus, it qualifies as a contract concluded in writing.

4.3. The contract, agreement, modification, or the confirmation thereof by the Service Provider made verbally does not create the contract or contract modification. It is only considered valid when confirmed in writing by all parties involved.

4.4. In the case of an order placed in person by the Guest at the Service Provider's premises, the Guest signs the printed order form for the requested service. The confirmation from the Service Provider is done by the signature of the staff member working at the Service Provider's reception on the order form, qualifying it as a contract concluded in writing.

4.5. The contract for the use of accommodation services is always valid for a specified duration.

4.6. If the Guest permanently vacates the room before the expiration of the specified duration as defined in the contract concluded between the Parties, the Service Provider is entitled to the



full consideration for the services specified in the contract, as ordered by the Guest, regardless of whether the Guest has partially utilized them.

4.7. According to section 4.6, the Service Provider is entitled to resell a room that has become vacant before the expiration of the specified duration.

4.8. To initiate an extension of the accommodation services, the Guest requires the Service Provider's prior written consent. In this case, the Service Provider may stipulate, as a condition for the extension, the reimbursement of the consideration for the services already provided.

4.9. A written agreement signed by the Parties is required for the modification and/or supplementation of the contract.

4.10. The parties may deviate from the provisions set forth in this contract through a specific agreement, in which case the legal relationship between the parties is determined by the terms specified in the specific agreement.

## 5. Cancellation Conditions

5.1 The Guest has the option of canceling the accommodation service without incurring a penalty until the written confirmation sent by the Service Provider is received.

5.2. The cancellation conditions vary for individual bookings, which include up to 10 natural persons or 5 concurrently booked rooms, and for group bookings, which involve reservations made by or on behalf of natural persons exceeding 10. Different provisions apply to cancellation conditions during peak periods and for the non-refundable rate category. (see 5.4, 5.7, 5.8)

5.3. Cancellation conditions for **individual** bookings during non-peak periods:

5.3.1. Following the receipt of the written confirmation from the Service Provider, the Guest is entitled to cancel the reservation without incurring a penalty for bookings involving fewer than 10 people, until 2:00 PM local time on the day preceding the arrival date.

5.3.2. Following the receipt of the written confirmation from the Service Provider, for bookings involving fewer than 10 people, the Guest may modify or cancel the reservation until 2:00 PM local time on the day preceding the arrival date, upon payment of a cancellation fee equal to 100% of the total consideration for the services specified in the reservation. If the modification pertains exclusively to additional service(s) beyond those confirmed by the Service Provider, the Guest is not obliged to pay a cancellation fee. In this case, the provision of the additional requested service(s) may be mutually agreed upon in writing by the parties.

5.4. Cancellation conditions for **individual** bookings during peak periods, holidays, and in the case of the non-refundable rate category are as follows:

5.4.1. After receiving the written confirmation from the Service Provider, for bookings involving fewer than 10 people, the Guest may modify or cancel the reservation without penalty until the 8th day preceding the arrival date. In the case of the non-refundable rate category, the hotel management may decide on a refund in the event of proven force majeure.



5.4.2. After receiving the written confirmation from the Service Provider, for bookings involving fewer than 10 people, the Guest may modify or cancel the reservation until the 7th day preceding the arrival date or within the 7 days, upon payment of a cancellation fee equal to 100% of the total consideration for the services specified in the reservation. If the modification pertains exclusively to additional service(s) beyond those confirmed by the Service Provider, the Guest is not obliged to pay a cancellation fee. In this case, the provision of the additional requested service(s) may be mutually agreed upon in writing by the parties.

5.5. Cancellation conditions for **group** bookings (including peak periods) are as follows:

5.5.1. Groups exceeding 10 people cannot cancel their reservations without penalty after the Provider sends a written confirmation to the Guest.

5.5.2. Groups exceeding 10 people can modify or cancel their reservations until 45 days prior to the arrival date, upon payment of a penalty equivalent to 25% of the total consideration for all confirmed services (such as room quantity, room and equipment rental fees, hospitality - e.g., meals, coffee breaks - and other ordered services) ordered and confirmed by the Provider.

5.5.3. Groups exceeding 10 people can modify or cancel their reservations until 30 days prior to the arrival date, upon payment of a penalty equivalent to 50% of the total consideration for all confirmed services (such as room quantity, room and equipment rental fees, hospitality - e.g., meals, coffee breaks - and other ordered services) ordered and confirmed by the Provider.

5.5.4. Groups exceeding 10 people, as well as conference and event bookings, can modify or cancel their reservations until 15 days prior to the arrival date, upon payment of a penalty equivalent to 100% of the total consideration for all confirmed services (including room quantity, room and equipment rental fees, hospitality - e.g., meals, coffee breaks - and other ordered services) ordered and confirmed by the Provider.

5.5.5. If the modification of the reservation by the Guest pertains solely to additional service(s) beyond those confirmed by the Provider in the confirmation, the Guest is not obligated to pay a penalty. In this case, the parties may agree in writing on the provision of the additional requested service(s).

5.6. If the Guest pays an advance to the Provider at the time of booking or thereafter, based on the agreement of the parties, but the Guest either partially or completely fails to utilize the confirmed service(s) or partially or completely cancels it, the Provider is entitled to retain the entire amount of the paid advance. In this case, the difference between the value of the services utilized by the Guest and the advance serves as compensation (liquidated damages) for the Provider.

5.7. The penalties specified in points 5.4. and 5.5. above may be enforced by the Provider against any advance provided by the Guest or any payment made by the Guest, offsetting them against each other.

5.8. In the event of the Guest's (No Show), the Provider is entitled to a penalty equivalent to 100% of the value of the services specified in the reservation.



#### 5.9. Peak periods:

March 15

Easter

May 01

Pentecost

August 20

October 23

November 01

December 24. – January 01.

5.10. The Guest acknowledges and accepts that the Provider is entitled to cancel the ordered services – without refunding the advance and free from any further consequences – if, due to unforeseeable and unavoidable circumstances beyond its control (hereinafter referred to as "Force Majeure"), it is unable to perform the services. In the event of Force Majeure, the Provider is obliged to refund the advance payment for the service, but is not obligated to compensate for non-performance due to Force Majeure.

5.11. Any cancellation as detailed in point 5 must reach the Provider by 2:00 PM. Cancellations received after this time will be considered as received on the following day, and the cancellation conditions and legal consequences applicable to cancellations will be accordingly based on this timing.

### **6. Prices**

6.1. The current room rates and prices for other services are posted online, in hotel rooms, and/or at the hotel's reception. In case of any discrepancies between the data from various sources, with respect to the prices of individual services, the rates displayed on the website shall prevail.

6.2. The Provider reserves the right to change its advertised prices freely and without prior notice.

6.3. When announcing prices, the Provider indicates the applicable value-added tax (VAT) rate, as regulated by law, at the time of the quotation. In the event of additional charges due to changes in the current tax laws (VAT), the Provider may pass on these extra costs to the Contracting Party, provided there is prior notice.

6.4. The Provider does not publicly disclose event and conference prices; they are only provided to the Guest or Organizer upon specific request.

## 7. Payment Conditions

7.1. The Provider may request payment for the consideration of the services provided to the Contracting Party before using the services. This may involve requesting a guarantee and/or a deposit in the form of a credit card (hereinafter: Credit Card). In this process, the total consideration for the ordered and confirmed service or a portion thereof, according to the decision of the provider, may be temporarily reserved on the credit card, or alternatively, the Provider may demand full payment of the total consideration before the use of the service.

7.2. The Provider claims the consideration for the services provided to the contracting party at the latest after the utilization, but before leaving the hotel. However, this is subject to individual agreements, and retroactive payment is possible only based on specific arrangements. Such retroactive payment may be linked to the Provider's stipulation of an advance payment, as determined in the individual agreement. In the case of retroactive payment, the payment deadline shall not exceed 30 days.

7.3. The contracting party can settle their bill in cash in the following currencies: Hungarian Forint (HUF) or Euro (EUR).

7.4. The Guest is entitled to settle the consideration for the services with the SZÉP card, as indicated by the Provider on the website.

7.5. The invoice will be issued in accordance with Hungarian tax regulations, either in Hungarian Forint (HUF) or Euro (EUR). If the price of the services is determined in a currency, the conversion to Hungarian Forint will be based on the official exchange rate of the previous day listed on the Hungarian National Bank's official website on the day of the Guest's arrival.

7.6. If the contracting party is a business entity or contracting authority and delays payment obligations to the Provider, the Provider may charge a collection cost lump sum of 40 EURO according to Act IX of 2016 on the lump sum of collection costs.

7.7. If the Guest or contracting party delays payment obligations to the Provider, the Provider is entitled to enforce its claim through legal proceedings, either civil or non-civil, with the assistance of a lawyer. The costs related to the collection of the claim shall be borne by the Guest or contracting party. In the case of a business entity or contracting authority as the contracting party, the provisions of sections 7.6 and 7.7 are applied jointly regarding the costs related to the collection.

## **8. Steps for Online Room Reservation and Online Payment**

8.1. When booking on the [www.a22hotel.hu](http://www.a22hotel.hu) website:

When booking a room, the following information must be provided:

- a., The last name and first name of the person making the reservation.
- b., The email address.
- c., The phone number and residential address (postal code, city, street, house number, and country according to the residential address).
- d., If the billing address is different from the previously provided residential address, selecting it requires entering the precise billing address.
- e., In the comments field, you have the opportunity to provide any additional information related to the reservation for the attention of the service provider.
- f., For online room reservations, a credit card guarantee is required, where the card number, expiration date, and 3-digit security code must be provided. The data will only be used in the event that a cancellation fee is applicable (see section 5. Cancellation conditions) and for bookings of non-refundable services.

8.3. Other conditions:

8.3.1. The Guest is obliged to immediately report any complaints on-site after utilizing the service. Following verbal complaints, the service receptionist endeavors to address the complaint within the scope of their authority. If this is not successful, the guest may submit their complaint in writing, and the Provider is obligated to investigate the written complaint. Subsequently, the Provider decides on the method and extent of any possible compensation. The possibility of filing a complaint after leaving the hotel is excluded by the Provider.

8.3.2. The Provider undertakes the obligation to treat personal and other information obtained during online booking as confidential and not to disclose or make it public to any third party. An exception to this is if the Guest explicitly consents to the disclosure or requests it.

## **9. Mode and Conditions of Service Utilization**

9.1. The Guest may check into the hotel room from 3:00 PM on the day of arrival for both individual and group reservations (Check-in). On the last day of stay, the Guest is required to vacate the room by 10:00 AM, and until this time, the Guest must settle their account at the reception by returning the key card.

9.2. If a Guest does not vacate the room by 10:30 AM, the Provider is entitled to charge a surcharge of 50% of the daily room rate until 2:00 PM and 100% after 2:00 PM.

9.3. If, based on individual agreement, the Provider provides a room/storage for the Guest for the purpose of storing packages, the Guest may use it until 12:00 AM on the day of departure. The Provider does not guard the room/storage provided in this way, and assumes no responsibility for the items or packages placed therein. After the specified deadline, the Provider is entitled to place the packages and other items left in the room/storage in the hotel's common area, without guarding them. The Provider assumes no responsibility for their loss, theft, or damage. If the Guest does not retrieve the package/item by 12:00 AM on the day following their departure, the Provider is entitled to dispose of it. The Guest expressly accepts these conditions, acknowledging that if their package or any property left in the hotel is destroyed as per the above, they have no claims against the Provider.

## **10. Pets**

10.1. Pets are not allowed in the accommodations of the Provider.

## **11. Refusal of Contract Performance, Termination of Service Obligation**

11.1. The Provider is entitled to terminate the contract for accommodation services with immediate effect and refuse to provide any further services, apart from those already provided, if:

a) the Guest misuses the assigned room or any part of the facility, especially, but not exclusively, if they damage or cause harm to the room, the facility, or any related furnishings or equipment found in the Hotel in any way;

1. b) the Guest fails to comply with the security regulations and rules of the Provider;
2. c) the Guest behaves objectionably and/or rudely towards the employees of the Provider and/or other guests or individuals, or exhibits disruptive, offensive, or threatening behavior towards others;
3. d) the Guest, under the influence of alcohol and/or drugs, engages in threatening, offensive, or disruptive behavior towards others;
4. c) the Guest exhibits behavior that is likely to cause offense to another person, or;
5. c) the Guest is suffering from a contagious disease.

11.1.2. If the Provider exercises the right to terminate the contract with immediate effect for any of the reasons mentioned above, the Guest is required to leave the Hotel within 2 hours of the immediate termination notice provided by the Provider. Prior to leaving the Hotel, the Guest must settle the full consideration for the services specified in the confirmed reservation by the Provider. If the termination does not apply to all guests collectively using the Hotel's services based on the reservation, the remaining guests are entitled to continue using the Hotel's services. In such a case, if the unaffected guests do not wish to avail themselves of the services specified in the reservation going forward, the provisions outlined in section 4.6 shall apply to them.

## **12. Guest's Illness, Death**

12.1. If, during the duration of the accommodation service, the Guest falls ill and is unable to manage their own affairs, the Provider offers medical assistance.





12.2. In the event of the Guest's illness/death, the Provider claims cost compensation from the patient/deceased's relatives, heirs, or the payer of the invoice; this includes any medical and procedural costs, the consideration for services used prior to death, and any potential damages incurred in equipment and furnishings related to the illness/death.

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

13.1. Pursuant to the contract, the Guest is entitled to the intended use of the reserved room, as well as the facilities of the accommodation that fall within the usual scope of services and are not subject to special conditions.

13.2. The Guest may file a complaint regarding the provision of services by the Provider during their stay at the accommodation. The Provider undertakes to handle complaints that are officially communicated in writing (or recorded by the Provider in a protocol) during this period.

13.3. The Guest's right to make a complaint ceases after departing from the accommodation.

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

14.1. The Guest/Contracting Party is obligated to settle the consideration for the services ordered in the contract by the specified deadline and in the manner outlined in the contract.

14.2. The Guest ensures that any child under the age of 14 under their responsibility stays in the Provider's hotel only under adult supervision.

14.3. The Guest is not allowed to use a drone or quadcopter on the entire hotel premises and within a 150-meter radius of the hotel, and may not record footage with it, in order to protect the privacy of other guests. In the event of a violation of this provision, the Guest is fully responsible for any damage caused by the drone.

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

15.1. The Guest is responsible for all damages and losses caused by the Guest, their companions, or other individuals under their responsibility to the Provider or a third party. This liability persists even if the injured party is entitled to seek compensation directly from the Provider.

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

16.1. If the Guest fails to fulfill their obligation to pay for the penalty-bearing services taken or ordered but not used in the contract, the Provider has a lien on the Guest's personal property brought into the hotel to secure its claims.

16.2. The Provider is entitled to take recordings, photos, and/or videos (hereinafter referred to as recording) on the Hotel premises and in the immediate vicinity for the purpose of promoting the Hotel and for marketing purposes. During such recording, the Guest has the right to indicate on-site that they do not wish to appear in it, in which case the Provider is obliged to act in accordance with the Guest's request. If the Guest does not express a preference not to appear in the recording, the parties consider that the Guest has consented to the recording, and the



Provider is entitled to make the recording public through any channels (internet, print media, television, media, hotel website, etc.) and use it for its own economic purposes.

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

17.1. The Service Provider is obliged:

1. a) The Service Provider is obliged to fulfill the contracted accommodation and other services according to valid regulations and service standards.
2. b) The Service Provider is obligated to investigate the written complaint of the guest and take necessary steps to address the issue, which it must document in writing.

## **18. Liability for Damages of the Service Provider**

18.1. The Service Provider assumes responsibility for any damage incurred by the Guest within its facilities that resulted from the error of the Service Provider or its employees.

18.1.1. The Service Provider's liability does not extend to events of damage that occurred beyond the scope of the Service Provider's employees and guests due to unforeseeable circumstances or events caused by the Guest themselves. The Service Provider excludes liability for consequential damages (e.g., lost profits).

18.1.2. The Service Provider may designate areas within the hotel that Guests are not allowed to enter. The Service Provider is not liable for any damage or injury that may occur in such areas.

18.1.3. The Guest must report any damage incurred by them immediately to the hotel and provide all necessary information available to the hotel, which may be required to clarify the circumstances of the incident or for the preparation of a police report/police proceedings, if necessary.

18.2. The Service Provider is liable for the damage suffered by the hotel guest's property – excluding valuables (e.g., jewelry, watches, mobile devices, laptops, phones, and related accessories and components), securities, cash – due to the proven loss, destruction, or damage caused by the fault of the Service Provider or its employee, but only in the event that the Guest placed them in the location designated or generally intended for this purpose by the Service Provider or in their room, or handed them over to an employee of the Service Provider, who could clearly be considered authorized to take over their property.

18.2.1. The Service Provider is only responsible for valuables, securities, and cash if it explicitly received them for safekeeping or if the damage occurred for reasons for which it is generally liable. In this case, the burden of proof lies with the Guest.

18.3. The maximum amount of compensation is fifty times the daily room rate specified in the Agreement, except if the damage is less than this. Beyond this limit, the Service Provider excludes liability for compensation, except for damages that cannot be excluded or limited according to the Civil Code.



## **19. Confidentiality**

19.1. The Service Provider treats confidentially the personal data voluntarily provided by the Guest – or if the orderer and the service user are not the same persons, then by the service user on behalf of the orderer, and by the orderer on behalf of the Service Provider – within the framework of voluntary data provision, including the data provided by the Guest to the Organizer for the purpose of concluding and/or fulfilling the contract. The data is used solely for the identification of individual Guests and Organizers and for the performance of the contract to the extent necessary for such performance.

19.2. The Service Provider may use the personal data of the Guest and/or the service orderer to enforce its claims against the Guest and/or the service orderer, and may disclose the personal data of the Guest and/or the service orderer to authorities authorized by law. The Guest/service orderer expressly accepts the above provisions by accepting this Terms and Conditions.

20. The Parties accept the provisions of these General Terms and Conditions. For any legal dispute arising from the service contract, the competent court at the location of the service shall have jurisdiction.