

Mátyás Király Gyógy- és Wellness Hotel\*\*\* Superior  
General Terms and Conditions of Accommodation Contract

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## **1. Preamble**

1. The operator of Mátyás Király Gyógy- és Wellness Hotel\*\*\* Superior (hereinafter referred to as Hotel) as Service Provider hereby draws the attention of its all customers, Guests, as well as visitors (hereinafter referred to collectively as Guest(s)) of the website that if you want to be the user of the website above, or wishes to be the customer of the Service Provider, then carefully read the General Terms and Conditions and the Data Protection Guide.

## **2. Definitions**

1. Service Provider: means the entity that accommodates Guests against remuneration:
  - a) ALFÖLD 92 Gyógyszálloda és Idegenforgalmi Kft.
  - b) Site: 4200 Hajdúszoboszló, Mátyás király sétány 17.
  - c) Address of the Mátyás Király Gyógy- és Wellness Hotel\*\*\* Superior: 4200 Hajdúszoboszló, Mátyás király sétány 17.
  - d) Company reg. number: 09-09-001604
  - e) Tax nr: 11140368-2-09
  - f) Phone: +36 (52) 360-200
  - g) E-mail: [hotel@matyashotel.hu](mailto:hotel@matyashotel.hu)
  - h) General manager: Mr. János Adamkó
  - i) Hotel director: Mr. Csaba Rideg
  - j) Website: <http://www.matyashotel.hu/>
  - k) Social networking website: <https://www.facebook.com/MatyasKiralHotel>
2. Guest means an individual that uses accommodation. Guests also include those persons that are accommodated together with such Party (e.g. family members, friends etc.).
3. Hotel means the Mátyás Király Gyógy- és Wellness Hotel\*\*\* Superior operated by the Service Provider.
4. Accommodation contract or Contract means a contract between the Guest and Service Provider.
5. Contracting party means the Guest in the Accommodation contract.
6. Parties: the Service Provider and the Guest jointly - if the terms and conditions are met - become Contracting Parties of the Contract.
7. Accommodation contract means a legally binding agreement between the Parties about lodging in the Hotel.

8. General Terms and Conditions (or GTC) means the present documentation.
9. Rates mean the prices, fees and costs of the accommodation services and/or Additional services.
10. Additional services: all services provided by the Service Provider based on the Contract or the GTC, excluding the accommodation service. Additional services may vary time to time.

### **3. General rules – the scope of the General Terms and Conditions**

1. The GTC applies for the hotel accommodation contracts as well as all other Guest-related activities and services, supplies provided by the Service Provider.
2. According to the section 1, the present General Terms and Conditions regulate the use of the lodgings and related services provided by the Service Provider in general.
3. According to the section 1, the subjects of the GTC are the Service Provider and the Guest.
4. The present GTC valid from 1st February, 2017.
5. Special, unique conditions do not constitute part of the indicated GTC, but do not exclude the drawing up of special agreements with tour operators and organisers from time to time with conditions adjusted according to the type of business.

### **4. The accommodation Contract, the reservation, modifications, obligation for notification**

1. Upon the Guest's request for reservation, an accommodation contract comes into existence upon the Service Provider's corresponding confirmation of the reservation.
2. Upon written or verbal inquiry by the Guest, the Service Provider makes an offer. If no order is placed within 48 hours of sending the offer, the obligation of the Service Provider to honour the offer ceases to be binding.
3. The Contract comes into effect when the Service Provider confirms in writing the verbal or written booking of the Guest, and as such is qualified a Contract concluded in writing. Any booking, agreement,

modification or the confirmation of these by the Service Provider are not qualified as contracts.

4. In the event that an order for services is placed directly with the Service Provider, the Guest is qualified as the Contracting Party.
5. In the event that an order for services is placed with the Service Provider by a third party commissioned by the Guest (hereinafter Agent) the terms and conditions of the co-operation shall be regulated by the contract concluded between the Service Provider and the Agent. In this case the Service Provider is not obliged to check whether the representation of the Guest by the third party is lawful.
6. The Accommodation contract contains the
  - a) arrival and departure dates
  - b) Guest's name, e-mail address and/or phone number
  - c) number of the Guests
  - d) provision of accommodation and additional services
  - e) the room type
  - f) the price(s) and the payment method
7. The Contract can only be modified and/or complemented by a written agreement signed by the Parties.

## **5. Rights and obligations**

1. The Service Provider shall:
  - a) provide the accommodation and additional services ordered based on the Contract in line with the valid stipulations and service standards;
  - b) examine the written claim of the Guest and take steps to remedy the problem, which is also to be recorded in writing.
2. The Guest/Contracting Party is obliged to abide the rules of the present GTC, especially settle the value of the contractually ordered services by the date and with the method laid down in the Contract or in the present GTC.
3. According to the Section 2, the Guest/Contracting Party is obliged to pay the fees applying to or agreed on for provision of accommodation and additional services he/she has used or used by anyone whom the Guest/Contracting Party is responsible for.
4. In the event that the Guest fails to meet his/her fee payment obligation related to the used services, or contractually ordered but not used

services that carry a penalty, the Service Provider - to ensure the claim is met - has a right of pledge on the personal belongings the Guest has brought to the Hotel.

5. Pursuant to the contract and the present GTC, the Guest is entitled to the proper use of the ordered room and establishments of the place of accommodation that belong to the usual service sphere, and are not under the effect of special conditions.
6. The Guest may complain about the performance of the services provided by the Service Provider during his/her stay at the place of accommodation.
7. The Service Provider is obliged during this period to handle complaints justifiably sent to it in writing (or recorded by the Service Provider) according to the Complaint Handling Rules.
8. Any right to complaint by the Guest terminates after departure from the place of accommodation.
9. The Guest shall ensure that children under 14 under his/her responsibility shall stay in the hotel of the Service Provider only under adult supervision.
10. The Guest shall not bring in any of his/her own food or drink to the food and beverage units of the hotel.
11. Service Provider shall be entitled to ask police assistance if the Guest, or third party or the situation needs it.
12. In the event that the Hotel of the Service Provider is at fault for failing to provide the services listed in the contract (e.g. overbooking, temporary problems of operation, etc), the Service Provider is obliged to provide in another place of accommodation of the same or of a higher category for the Guest without delay.
13. Any additional costs for the replacement accommodation shall be borne by the Service Provider.
14. The Service Provider is obliged:
  - a) to provide/offer the services listed in the Contract at the rate and for the period confirmed - or until the conclusion of the incapacitation - in another place of accommodation of the same or of a higher category. Any additional costs for the replacement accommodation shall be borne by the Service Provider;

- b) to ensure the Guest is able to make a phone call free of charge to give notification of the change of accommodation should he/she need to do so;
  - c) to ensure the Guest is transferred free of charge to the replacement accommodation, and back to the original accommodation should that become available again later.
15. If the Service Provider fully meets these obligations, and if the Guest has accepted the replacement accommodation, no subsequent claim for compensation will be accepted.
16. Service Provider and Guest have the right to modify the Contract by mutual consent.

## **6. The term of the Contract**

1. The Contract on the use of accommodation-services covers a defined period of time.
2. The Service Provider is entitled to withdraw from the Contract to provide accommodation-services with immediate effect, and to be free from all obligation to provide services, if:
  - a) the Guest does not use the room or the building rendered for his/her use properly;
  - b) the Guest does not observe the security and order of the accommodation site, treats the employees in an objectionable or rough manner, is under the influence of alcohol or drugs and displays menacing, offensive or otherwise unacceptable behaviour;
  - c) the Guest is committing a crime;
  - d) the Guest has a contagious disease and public health is endangered;
  - e) the Contracting Party does not meet his/her advance payment obligation by the agreed deadline.
  - f) the Contract between the parties cannot be honoured as a result of "force majeure".

3. If the Guest checks out prior to the end of a defined period of time (departure date), the Service Provider is entitled to the 100 percentage of the value of the services set down in the Contract.
4. The Service Provider is entitled to sell the available room before the contracted period of stay ends.
5. The Guest is entitled to withdraw from the Contract with immediate effect if the Service Provider does not fulfill its obligations.
6. In the case Guest terminates the Contract with immediate effect, then Guest shall be obliged pay the fees of the used accommodation and/or additional services to the Service Provider.

## **7. Arrival and departure**

1. Booked rooms shall be available to the Guest from 2.00 p.m. on the agreed date of arrival.
2. Should the Guest wish to occupy the room before 2.00 p.m. on the day of arrival, the Guest will also be charged the rate available on the website and on the front office desk.
3. On the agreed date of departure, the room(s) shall be vacated and placed at the Service Provider's free disposal by 10.00 a.m. at the latest.
4. Maximum two minors under age 12 years together with one or two adult Guest(s) can stay in one double-room. Parties may differ from this rule on base of mutual consent.
5. If more minors are claimed to accommodate in rooms, then more rooms shall be reserved, and one or two adult(s) shall be accommodated in the reserved rooms.

## **8. The extension of the Contract**

1. The Service Provider must approve in advance any extension of the use of the accommodation-service that is initiated by the Guest. In such instances the Service Provider may request the payment of the fee for those services already provided.
2. In case of extension of the Accommodation contract (service), the Guest shall be obliged to notify the reception not later than 10:00 AM on the departure date.

3. In case of extension of the Contract, the offered price(s) of the service(s) shall be the price(s) of the actual rack rate, without discount. Service Provider shall at its discretion be entitled to differ from this rule for the Guest benefit.
4. Service Provider has no obligation to extend the Contract.

## **9. Rescission of the Accommodation Contract**

1. Unless otherwise stated by the Service Provider in its offer, the accommodation service may be cancelled, rescinded without a penalty payment obligation over 7 days before 6.00 pm local time on the day of arrival.
2. Unless otherwise stated by the Service Provider in its offer, and Guest rescinds the booking between 3-7 days before 6.00 pm on the day of arrival, Service Provider shall charge the paid amount in total as a penalty.
3. Unless otherwise stated by the Service Provider in its offer, and Guest rescinds the booking within 3 days before 6.00 pm on the day of arrival, Service Provider shall charge the total value of reserved lodging, as a penalty.
4. If Guest booked services on non-refundable basis, and rescinds the booking within 48 hours before 6.00 pm on the day of arrival, Guest shall lose the paid amount.

## **10. No show**

1. If the Guest does not show up and fails to cancel the reservation by the appropriate deadline, and
  - a) if the reservation was guaranteed by credit/bank card or pre payment or other way, then the price of the first night shall be charged as penalty.
  - b) if the reservation was guaranteed on non-refundable basis, then Guest shall lose the paid amount.

## **11. Force Majeure**

1. Any reason or circumstance (e.g.: war, fire, flood, rigours of weather, power shortage, strike) beyond the control of any party (force majeure) excuses any party from performing the obligations set in the Contract prior to this reason or circumstance existing. Parties agree to do



everything in their power to limit the possibility of these reasons or circumstances occurring and to remedy the damage or delay caused by them as soon as possible.

## **12. Disease or death of the Guest**

1. In the event that during the time of using the accommodation service the Guest is taken ill and is not able to care for himself/herself on his/her own, the Service Provider is to offer medical help.
2. If the Guest falls ill or dies, the Service Provider will require a cost compensation from the Guest, heir or person settling his/her accounts, for the possible medical costs, the value of services used prior to the illness or death and the incidental damages done to the equipment and furniture in the hotel related to the disease/death.

## **13. Payment terms, guarantee**

1. The value of the services provided by the Service Provider are to be paid by the Guest following the use of the services and prior to departure from the hotel. However, in the case of a special agreement, it may be possible to make later payment.
2. Payment for the ordered services can be made by
  - a) way of transfer, or
  - b) on the spot in cash,
  - c) by credit/bank card.
3. The acceptable types of credit cards are available on the website and on the front office desk.
4. In order to guarantee the contractual use of the services provided and the payment of the value of those services, the Service Provider may:
  - a) request a credit/bank card guarantee, in the course of which the value of the ordered and confirmed service is blocked on the credit/bank card;
  - b) request advance payment of the fee in part or in full, including non-refundable prices.
5. Service Provider may request the 50% of the total value in advance to guarantee the reservation.
6. Guest shall be obliged to pay the other 50% of the total value before the occupancy of the reserved room(s).

7. In case of special (package) offers or special, non-refundable offers/prices, Service Provider may/shall charge the total value of the reserved services in advance.
8. The currency of the invoice issued on related services is HUF, which will be issued according to the Hungarian tax legislation. The amount for services offered, confirmed and used will be calculated in EURO currency, based on the currency exchange rate used by bank of the Service Provider, on the day of the payment.
9. The EURO amount will also be indicated on the invoice.

#### **14. Rates**

1. The hotel room rates (Rack Rate) are displayed on the website, and in the hotel rooms or on the front office desk.
2. The Service Provider reserves the right to change its published rates without prior notification.
3. When publishing its rates, the Service Provider shall indicate the tax content of the rates (VAT, Local Tax) valid at the time of the offer in line with legal regulations.
4. The rates quoted do not include any insurance.

#### **15. Discounts for minors**

1. Discounts shall apply exclusively for children staying together with their parents and shall not apply for groups of students.
2. The base of the discounts for minors is the age. The Contract shall contain the discounts. The applicable discounts are available on the website and on the front office desk.
3. Service Provider may differ from the published discounts in its package offers for the benefit of minors.

#### **16. Additional services**

1. Service Provider may/shall provide additional services for the Guests, based on the Contract and/or the GTC. The list of the additional services in the GTC contains the main additional services, and other additional services may be available based on special rules of the Contract.

2. The current extra fees of the additional services are available on the website, in the rooms and on the front office desk.
3. Guest shall be obliged to pay the extra fee(s) as the part(s) of the total price.

#### **17. Additional services – Mandatory cleaning**

1. In the event that Guest is smoking in the non-smoking room or in the event of improper use of the room causing significant mess, Service Provider has the right to charge an extra fee for the mandatory cleaning.

#### **18. Additional services – Overuse**

1. If the room(s) shall not be vacated or placed at the Service Provider's free disposal by 10.00 a.m. on the date of departure, the Service Provider may charge an extra fee for the overuse.

#### **19. Additional services – Use of portable air cooling fan**

1. Guest may request portable air cooling fan on the front office desk. Service Provider shall charge fee for the use of it.

#### **20. Additional services – Use of air conditioning system in the preseason or off-season**

1. Guest may use the air conditioning system in the room in the pre- or off-season. Service Provider shall charge fee for the use of it.

#### **21. Compensation liability of the Contracting Party**

1. The Guest shall be held liable for all damages and inconvenience suffered by the Service Provider or a third person as a result of the actions of the Guest, his/her escort or any person(s) or pet(s) under his/her responsibility.
2. This liability remains in effect even if the aggrieved has the right to claim compensation for his/her damages directly from the Service Provider.

#### **22. Compensation liability of the Service Provider**

1. The Service Provider shall be liable for all damages suffered by the Guest within the establishment and caused by the Service Provider or its employee.
2. The Service Provider shall not be liable for damages that are the result of an unavoidable cause beyond the control of the employees and the Guests of the Service Provider, or that have been caused by the Guest himself/herself.
3. The Guest shall report to the Service Provider any damages suffered and provide the Service Provider all data necessary for clearing the claim, perhaps to be included in the police report/procedures.
4. The Service Provider shall also be liable for damages suffered by the Guest as a result of the loss, damage or destruction of his/her possessions if these possessions were put in the central hotel safe, but shall not be liable for damages that are the result of an unavoidable cause beyond the control of the employees and the Guests of the Service Provider, or that have been caused by the Guest himself/herself. Service Provider, to clarify the situation, may claim the procedure of the police.
5. If vehicles or the contents of vehicles parked or otherwise situated on the Hotel premises are lost or damaged, the Services Provider shall be not liable unless the Service Provider, its legal representatives or its agents have caused such damage by intent or gross negligence.
6. The extent of indemnification is determined in the Hungarian Civil Code (Ptk.).
7. The Service Provider may designate places in the Hotel that Guests may not enter. The Service Provider will not be held liable for any damages or injuries caused in such places.

### **23. Miscellaneous rules, governing law, jurisdiction**

1. The applicable version of the GTC is continuously available on the website and on the front office desk.
2. The Data Protection Guide contains rules that governing the data management at the Service Provider. The Data Protection Guide is continuously available on the website and on the front office desk also.
3. The legal relationship between the Service Provider and the Contracting Party shall be governed by the Hungarian law.

4. In any legal dispute arising from the accommodation contract and/or present GTC, the court is authorised at the location where the services are provided and declared to have competence to handle the issue. Jurisdiction is in the place where the service was rendered.

Closed: 1<sup>st</sup> February, 2017

ALFÖLD 92 Gyógyszálloda és Idegenforgalmi Kft.  
Mr. János Adamkó  
Managing Director