

**IMOLA VENDÉGHÁZ KFT.**  
**GENERAL TERMS AND CONDITIONS of**  
**IMOLA HOTEL PLATÁN**  
3300 Eger, Csákány u. 7

Valid from 15 April 2024

The General Terms and Conditions apply to the services provided by Imola Hotel Platan.

**1) The provider's details:**

Company name:	Imola Vendégház Kft.
Location:	3300 Eger, Kossuth u. 6.
Postal address:	3300 Eger, Kossuth u. 6.
Company registration number:	10-09-022697
Tax number:	11175085-2-10
Location of the service:	<b>Imola Hotel Platán</b> 3300 Eger, Csákány u. 7.
Telephone:	(06-36) 513-888
E-mail:	<a href="mailto:recepicio@imolaplatan.hu">recepicio@imolaplatan.hu</a>
Internet:	<a href="http://www.imolaplatan.hu">www.imolaplatan.hu</a>

**2) The contracting parties**

- a) The accommodation services provided by the Service Provider are used by the Guest.
- b) If the order for accommodation services is placed directly by the Guest with the Service Provider, the Guest is the Contracting Party. The Supplier and the Guest/Contracting Party are hereinafter referred to collectively as the Parties.
- c) If the order for accommodation services is not placed directly by the Guest with the Service Provider but by a third party, the Intermediary shall be the Contracting Party and 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 (Intermediary) legally represents the Guest.

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

- a) Ordering the Service:

In all cases, the order must be sent in writing (fax, e-mail, etc.) to any of the above contact details. Any offer or order made exclusively by live voice shall not be considered as an offer or order by the Service Provider.

The Service Provider shall be entitled to request an advance payment from the Guest, which shall be between 30% and 100% (depending on the period) and shall issue an advance invoice to the Guest on the day of receipt of the advance payment. This will guarantee the reservation.

The order must include the name and address of the Guest, the exact time of arrival and departure, the type of room and the exact description of the services (meals, programme).

As there are different types of rooms in the hotel, it must be made clear to the hotel at the time of ordering which category and type of room the Guest is ordering.

**b) Cancellation of the service:**

The Guest undertakes to inform the Hotel concerned in writing of any cancellation, modification or any other change to the services ordered by him/her prior to the commencement of the service. In the case of individual bookings, cancellation without penalty is possible up to five days prior to arrival, unless otherwise agreed in the individual agreement with the Guest. If the Guest does not arrive or does not cancel the order by the appropriate deadline, the penalty shall be the same as the cancellation conditions indicated in the confirmation. In the case of group orders, the cancellation conditions will be fixed at the time of the individual transaction.

- c) Hotel rooms and suites can be ordered with half board (breakfast and dinner) and/or full board (breakfast, lunch, dinner) according to the offer published on the Service Provider's website.

- If you choose "half board", breakfast and dinner are available once a day per person.

- If you choose "full board", breakfast, lunch and dinner are served once a day per person.

- d) The Supplier shall serve the main meals on a menu card system. Depending on the number of guests, the Service Provider may decide to serve the main meals on a buffet basis.

- e) Arrival and departure to the hotel:

Hotel rooms may be occupied from 14:00 on the day of arrival and must be vacated by 10:00 on the day of departure. Early check-in and late check-out is possible at an extra charge, subject to hotel occupancy.

- f) Requests and comments regarding reservations will be accepted in writing in advance, no later than the day of arrival. Otherwise, no complaints will be accepted. Prices will only be differentiated by room category, not by location (e.g. west or east facing).

- g) The hotel is a non-smoking hotel. This means that smoking and the use of tobacco substitutes of any kind is prohibited in enclosed areas (including guest rooms), public areas and all open areas of the hotel, except in designated smoking areas. Hotel staff shall have the right to warn guests and any other person on the hotel premises to comply with this requirement and to stop smoking or using any tobacco substitutes. The guest or any person on the hotel premises shall comply with this requirement and any such warning. If the guest causes damage to the hotel premises by not complying with the above regulations, in particular if the hotel employee detects that the guest is using/leaving the room in such a way that tobacco smoke is emitted or the smell of tobacco is smelt, the guest shall be liable to pay a lump sum compensation of 50.000,-Ft. If the hotel is fined by the competent authority under the relevant legislation due to the unlawful conduct of any guest or other person staying on the hotel premises, the hotel shall be entitled to charge the amount of the fine to the person who committed the unlawful conduct or to demand payment of the fine.

**4) Prices of services:**

The prices issued by Imola Hotel Platan always include the VAT as defined by law at the time of printing, but do not include the tourist tax, which is payable at the place of service, except for those quotations where Imola Hotel Platan specifically states that "the prices shown include tourist tax". Furthermore, the prices do not include the cost of the outward and return journeys and the cost of the guided tour. The prices are indicated in accordance with the law at the place where the service is provided, pursuant to Article 6 of Joint Decree 4/2009 (I.30) NFGM--SZMM. The Guest may also obtain appropriate information on the price of the service at the hotel reception desk before the service is provided.

Imola Hotel Platan reserves the right to change prices. The hotel will communicate the current valid prices in the confirmation of the order.

The Service Provider and the Guest agree that the date of performance of the service provided (VAT tv. 55.

§ (1) of the VAT Act) shall be deemed to be the last day of the service actually used by the Guest.

### **5) Payment terms:**

The price of the ordered services can be paid by bank transfer, cash, credit card or Széchenyi Pihenőkártya (SZÉP card).

In the case of payment by SZÉP card, the hotel may request payment in advance for the services ordered and the presentation of a public document suitable for identification of the Guest (identity card, driving licence or passport). The Guest is obliged to comply with the request for identification. If identification is not provided for any reason beyond the control of the Hotel, the Hotel may refuse to accept payment by SZÉP card.

In the case of bank transfer, the Guest is obliged to credit the amount of the ordered services to the bank account of the hotel in question prior to arrival, unless otherwise provided for in the contract with the hotel or the reservation agency.

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

### **6) Customized services:**

Programmes:

The hotel will provide information on the programmes offered and their current prices at the time of booking or during the Guest's stay. The Imola Hotel Platan offers certain programmes only for a minimum number of guests. The Guest must make arrangements for these programmes at the time of booking.

### **7) Complaints:**

- a) In the event of any complaints arising during the hotel service, the Guest may lodge a complaint in writing at the hotel reception desk by the time of departure. The hotel is obliged to investigate and respond to the complaint within 30 days.
- b) The Guest's right to complain shall cease after his/her departure from the accommodation.

The Service Provider is obliged to inform the Guest of the registered office of the Service Provider, the place and method of complaint handling, the Service Provider's mailing address, e-mail address, Internet address and telephone number for the purpose of communicating complaints. In the event of a consumer dispute, the information shall include the possibility of applying to the conciliation body competent for the place of residence/residence of the Guest and the contact details of the conciliation body.

#### **8) Rules for using the jacuzzi in rooms with a jacuzzi:**

Specific hotel rooms include Manhattan Life Delux or Firenze Life Delux massage pools with chlorine disinfection, external sand filtration system, 1 recliner and 2 seats, meeting public health standards.

The Jacuzzi is for personal use only! The hotel cannot be held responsible for any damage resulting from improper or careless use of the pool.

Climbing on the thermal roof or jumping into the pool is strictly FORBIDDEN! The water can make the pool area slippery, so please pay extra attention to this.

The Jacuzzi is not for bathing, but for relaxation and massage. Before use, a thorough shower is obligatory, thus reducing the ingress of foreign substances and other impurities into the water area of the pool.

It is forbidden to bring food or drinks into the pool!

Only clean swimwear is allowed in the pool.

A maximum of 2 people are allowed in the pool at any one time to ensure that the water quality is maintained.

The hydromassage system is automatically switched off every 15 minutes for safety reasons. It can be restarted at any time, including for the bubble massage function.

Do not use the pool if the protective elements preventing the suction of body parts and hair have been removed! Do not sit in front of or above the water filter opening as this may obstruct water circulation and cause personal injury.

If you no longer wish to use the pool, please switch off the massage functions and the lighting, then fold back the thermo cover and lock it with the lock buckle.

Pregnant women, persons under medical treatment or persons with circulatory problems should seek medical advice before using the pool.

Use caution when getting in and out of the pool! Switch off the massage functions before getting in to see where you are stepping! Do not use any electrical equipment (such as mobile phones, lamps, hairdryers, radios, televisions) within 1.5 m of the pool.

The hotel cannot be held responsible for objects dropped into the pool while using it, such as mobile phones. Please pay special attention to these.

These devices are not suitable for use by persons with reduced physical, sensory or mental abilities or lack of experience or knowledge, unless they are supervised or informed about the use of the device by a person who is also responsible for their safety!

To avoid loss of consciousness and possible drowning, do not use drugs or drink alcohol before or during bathing.

If the water in the pool needs to be changed due to irregular use (e.g. spilled drinks, food, too many people using the pool at the same time, bathing with dirty, sandy clothing, sunscreen, etc.), there will be an extra charge, please ask at reception. The water change takes approximately 3 hours, during which time the pool cannot be used.

The pool has two independently scrollable rows of numbers on the number-locking roof rail. When set to the correct combination of numbers, pressing the buckle on either side will easily open and remove the hot tub roof. To remove the pool cover, first open the buckles with the number lock, then carefully fold up the thermo top. In extreme weather conditions, e.g. strong winds, using the pool and opening the thermo roof is FORBIDDEN!

If you have any questions or problems, please contact the hotel reception!!

#### **9) Refusal to perform the Contract, termination of the service obligation**

The Service Provider shall be entitled to terminate the Contract for the provision of its services with immediate effect and thus refuse to provide the services if:

- a) the Guest does not make proper use of the facility or the room provided,
- b) the Guest behaves in an unacceptable manner regarding the security, order and safety of the accommodation, its staff, or is under the influence of alcohol or drugs, or is threatening, abusive or otherwise unacceptable behaviour.
- c) the Guest is suffering from a communicable disease.
- d) the Contracting Party fails to meet the deposit or advance payment obligation specified in the Contract by the agreed date.
- e) If the contract between the parties is not fulfilled for reasons of "force majeure", the contract shall be terminated.

#### **10) Bringing pets to the hotel**

Pets are not allowed in the Imola Hotel Platan, except for assistance dogs with harnesses and distinctive markings and service dogs.

The hotel has the right to refuse accommodation services and terminate the contract with immediate effect to any guest who violates the regulations concerning the introduction of pets. In this case, the guest shall be obliged to leave the hotel with his/her luggage at his/her own expense within the period of time specified in the hotel's termination notice and shall also be liable to pay a lump sum compensation of HUF 50,000.00.

#### **11) Security of data processing**

- a) The User is responsible for the accuracy of the personal data provided by the Guest.
- b) The personal data provided by the User may only be accessed by the employees of the Data Controller. The Controller shall not disclose personal data to third parties other than those indicated, except with the prior and express consent of the data subject.
- c) The Service Provider shall protect the data in particular against unauthorized access, alteration, disclosure, deletion or destruction, as well as accidental destruction or damage.
- d) The User acknowledges that the Service Provider is obliged by law to disclose personal data to the requesting authority, if the legal conditions for such disclosure are met. The User may not object to the provision of data based on a law, an official decision or a court order.

## **12) Secrecy**

In fulfilling its obligations under the Contract, the Service Provider shall act in accordance with the provisions of the Act on the Protection of Personal Data and the Disclosure of Data of Public Interest.

## **13) Vis major**

A cause or circumstance (e.g. war, fire, pandemic, flood, adverse weather, power failure, burst pipes, strike) over which a party has no control (force majeure) shall relieve either party from performance of its obligations under the Contract for so long as that cause or circumstance exists. If such a circumstance arises, the Party concerned shall immediately notify the other Party in writing.

## **14) Liability for damages**

- a) The Guest shall be liable to compensate the damage suffered by the Service Provider in accordance with the relevant provisions of the Civil Code.
- b) The Guest shall be liable for all damages and losses suffered by the Service Provider or third parties due to the fault of the Guest or his/her companion or other persons, objects, pets, etc. 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 Hotel.
- c) The Service Provider shall be liable to compensate the damage suffered by the Guest in accordance with the relevant provisions of the Civil Code.
- d) The Service Provider may designate places in the Hotel where the Guest may not enter. The Service Provider shall not be liable for any damage or injury caused in such places.
- e) The Service Provider shall be liable for valuables, securities and cash only if the goods have been expressly accepted for safekeeping (with a receipt) and the damage has been caused by a cause for which the Service Provider is liable under the general rules. In this case, the burden of proof is on the Guest.
- f) The Guest must immediately report any damage he/she may have suffered to the hotel and provide the Service Provider with all the necessary information to clarify the circumstances of the damage, possibly for the purpose of the police report/police procedure.

- g) The Guest must report the damage without delay. In the event of failure to do so, the Service Provider shall be liable for the damage in accordance with the general rules, but the consequence of the failure to prove the damage shall be borne by the Guest.

**15) Place of performance and applicable law in the legal relationship of the parties, competent court**

- a) The place of performance is the place where the hotel providing the accommodation is located.
- b) The Egri District Court - in the case of jurisdiction of a court of law, the Egri General Court - shall have exclusive jurisdiction in all disputes arising from the accommodation contract.
- c) The legal relationship between the Service Provider and the Guest shall be governed by Hungarian law, in particular by the provisions of Act V of 2013 on the Civil Code.

The Service Provider and the Contracting Party unanimously declare that they accept these General Terms and Conditions and any directly agreed supplementary provisions as binding upon themselves and that they undertake to comply with them of their own free will and as you.

The present General Terms and Conditions apply equally to individual contracts concluded with individual Guests and, unless otherwise mutually agreed, to ad hoc contracts concluded with group Guests, as well as to ad hoc contracts concluded with natural persons, companies and other entities.

**The Guest declares to have read and taken note of these General Terms and Conditions.**

Dated: 15 April 2024, Eger, Hungary