

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

**for using the  
IMOLA HOTEL PLATAN**  
3300 Eger, 7. Street Csakany

**Valid from January 1, 2023.**

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

**1) Data of the Service Provider**

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

The location of the service: **Imola Hotel Platan**  
3300 Eger, 7. Street Csakany  
Telephone: (06-36) 513-888  
E-mail: [recepcio@imolaplattan.hu](mailto:recepcio@imolaplattan.hu)  
Internet: [www.imolaplattan.hu](http://www.imolaplattan.hu)

**2) The contracting parties**

- a) Accommodation **services provided** by the Service Provider are used by the **Guest**.
- 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 terms 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** (fax, e-mail, etc.) to any of the above contact details. The Service Provider does not consider an offer or order made exclusively in person as an offer or order.

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 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 in the hotel, the hotel must be clearly informed when ordering which category and type of room the Guest's order applies to.

*b) Cancellation of the service:*

The Guest undertakes to inform the relevant hotel **in writing** of any possible cancellation, modification, or any other change of the services he has ordered **before the start of the service**. In the case of individual orders, it is possible to cancel without penalty five days prior to arrival, unless otherwise stipulated 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) The 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 website of the Service Provider.
- Breakfast and dinner are available once a day per person if you choose the "half board" option.
  - If you choose "full board", you can have breakfast, lunch, and dinner once per person per day.
- d) The service provider serves the main meals in a menu card system. Depending on the number of guests, the Service Provider may decide to serve the main meals in a buffet style.
- e) Arrival and departure from the hotel:
- The hotel room can be occupied from 2:00 p.m. on the day of arrival and must be vacated by 10:00 a.m. on the day of departure. Early check-in and late check-out are possible for an extra charge, depending on the occupancy of the hotel.
- f) The hotel accepts requests and comments related to the reservation in advance, in written form, 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 facing).

#### **4) Prices of services**

The prices published by Imola Hotel Platan **always include** the legally defined VAT 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 for which Imola Hotel Platan specifically indicates: "the indicated prices also include the 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 hotel reception before starting the service.

Imola Hotel Platan reserves the right to change prices. The hotel informs 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, bank card, and Széchenyi Rest Card (called: SZEP card).*

In the case of payment with the SZEP card, to use the card, the hotel may request payment of the ordered services in advance and the presentation of the Guest's official identification document (identity card, driver's license, or passport). The Guest is obliged to comply with the request for identification. If identification is not possible for any reason beyond the hotel's control, the hotel may refuse to accept payment with the SZEP card.

In the case of bank transfer - unless the contract concluded with the hotel, or the reservation office stipulates otherwise - the Guest must credit the value of the ordered services to the bank account of the relevant hotel before 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 hotel provides information on the program offers and their current prices when booking the accommodation and during the Guest's stay there. Some programs of the Imola Hotel Platan only start with a certain minimum number of people. The Guest must consult about the programs at the same time as the reservation.

## 7) Complaint

a) In case of possible complaints arising during the hotel service, the Guest may make a **written** objection at the hotel reception until the departure date. The hotel 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, and 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 responsible for 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 fulfil 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 hotel**

It is forbidden to bring animals into the area of Imola Hotel Platan, except for assistance dogs with harnesses and distinctive markings, as well as service dogs.

### **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) Confidentiality**

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 cause 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 Contract, if this cause 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 Hotel.
- 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 hotel 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 report any possible damage to the hotel immediately and provide the Service Provider with all necessary data, which is necessary to clarify the circumstances of the damage, and possibly 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 hotel is located.
- b) In relation to all disputes arising from the accommodation contract, the Eger District Court - in the case of judicial jurisdiction, the Eger Court - is the sole 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 ad hoc contracts concluded with individual Guests and, in the absence of a different mutual agreement, with group Guests, as well as with natural persons, companies and other organizations.

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

Dated: Eger, January 1, 2023