

# General Terms And Conditions

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## **1. Data of the Service Provider**

Name: Sárvár Ház Kft.

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Phone: +36-30-9390953

E-mail: [info@onyxsarvar.hu](mailto:info@onyxsarvar.hu)

Tax number: 13597340-2-18

EU tax number: HU13597340

Company registration number: 18-09-106534

## **2. General Rules**

2.1. These "General Terms and Conditions" regulate the use of the accommodations and lodgings, as well as the related services thereof, provided by the Service Provider.

2.2. Special, unique and individual terms and conditions do not constitute part of the published General Terms and Conditions, however, shall not exclude the conclusion of special agreements with travel agents and organizers, sometimes with different conditions depending on the type of business.

### **3. Contracting Party**

3.1. The services provided by the Service Provider are used by the Guest.

3.2. In the event that the Guest places an order for the services directly with the Service Provider, the Guest shall be qualified as the Contracting Party. The Service Provider and the Guest jointly - if the terms and conditions are met - become the Contracting Parties (hereinafter referred to as Parties).

3.3. In the event that an order for the services is placed with the Service Provider by a third party (hereinafter referred to as the Agent) on behalf of the Guest, the terms and conditions of the cooperation 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 third party legally represents the Guest.

### **4. Conclusion of the Contract, Method and Modification of Booking, Obligation for Notification**

4.1. Service Provider shall send an offer to the Guest upon its verbal or written inquiry. If no specific order is placed within 72 hours of sending the offer, the Service Provider is no longer bound by the offer.

4.2. The Contract comes into effect when the Service Provider confirms the Guest's verbal or written booking in writing, and thus it qualifies as a Contract concluded in writing.

**All bookings are confirmed in writing by the place of accommodation.**

**The confirmation shall include** the name and address of the Guest, the exact time of arrival and departure, the room type, as well as the exact description and exact location of the services (meal, programme).

Contact details of the places of accommodation are indicated on the websites of the places of accommodation.

Any verbal reservations, agreements, modifications or verbal confirmations thereof by the Service Provider are not of contractual value.

4.3. The Contract on the use of the accommodation and service(s) is for a definite period of time.

4.3.1. If the Guest checks out and leaves the room permanently prior to the end of the specified period, the Service Provider is entitled to the equivalent of the service(s) in the percentage set down in the Contract, which is 100%.

The Service Provider is entitled to resell the room vacated before the expiration date of the contracted period.

4.3.2. Prior consent of the Service Provider is required for the extension of the use of the accommodation-service initiated by the Guest. In this case, the Service Provider may stipulate the reimbursement of the fee for those services already provided.

4.4. The Contract can only be amended and/or complemented by a written agreement signed by the Parties.

4.5. Mediated services:

An up-to-date list of mediated services on-site is available at the reception of the place of accommodation.

4.6. Validity of the offers:

Offers of the place of accommodation operated by Sárvár-Ház Kft - with the exception of the daily room prices - are available to the Guests only with a limited amount of room capacity and prices adjusted to dynamic occupancy.

4.7. Arrival at and departure from the hotel:

Check-in to hotel rooms may be possible from 3:00 p.m. on the day of arrival; check-out shall be up to 10:00 a.m. on the day of departure.

## **5. Terms of Cancellation**

5.1. Guest undertakes to inform the concerned hotel **in writing** of any possible cancellation, modification or any other change to the ordered services **prior to the to the start of the service and 30 days before the arrival in case of special and festive periods, in other cases no later than 7 days, and up to the arrival in case of force majeure.**

5.2. Unless otherwise stated by the hotel in its offer, the accommodation-service may be cancelled without a penalty payment obligation as follows: no later than 4 p.m. local time 7 days – or 30 days during special and festive periods - before the day of arrival.

a) If the Contracting Party has not guaranteed the use of the accommodation-services by an advance payment, credit card guarantee or any other means provided for in the Contract, the Service Provider's obligation to provide services shall be valid until 5 p.m. local time on the day of arrival.

b) If the Contracting Party has guaranteed the use of the accommodation-services by an advance payment, credit card guarantee or any other means provided for in the Contract but does not check in before 2 a.m. local time on the following day, and does not inform about arriving at a later date, the Service Provider shall charge the accommodation fee set forth in the Contract as a penalty.

**Cancellation deadlines for individual and group bookings** - unless otherwise specified in the individual agreement with the Guest:

Cancellation of requested services within 24 hours after confirmation of booking is free of charge, unless otherwise provided in the Contract. Cancellation fee shall be charged in the amount and under conditions as follows:

Standard period:

Number of days before arrival	Stay/accommodation with breakfast/half board
up to 7 days before arrival	50% of the requested services
7 days before arrival and in case of no-show	100% of the requested services

Special and holiday season:

Number of days before arrival	Stay/accommodation with breakfast/half board
up to 30 days before arrival	50% of the requested services
7 days before arrival and in case of no-show	100% of the requested services

Sárvár Ház Kft. reserves the right to withdraw from the performance of the services ordered and confirmed by the Guest - with a written statement sent to the Guest – no later than 30 days prior to the commencement of the use of the services with refund of any advance

payment paid by the Guest in cash simultaneously, or in case of payment through “SZÉP” card, with refund to the card. In case of a group order, withdrawal conditions other than those mentioned above may also be laid down at individual agreements.

5.3 In case of booking products subject to special conditions, group travel or events, the Service Provider may establish conditions different from the above, set out in an individual contract.

## **6. Prices**

6.1. The current accommodation prices are indicated in accordance with Article 6 of the Joint Decree 4/2009. (I.30.) of NFGM-SZMM (*Ministry of National Development and Economy – Ministry of Social Affairs and Labour*) - at the place of provision of the service, in accordance with the law. The Guest can also get appropriate information about the service fee at the hotel’s reception before starting to provide the service(s).

6.2. The Service Provider reserves the right to change its published prices without prior notification.

6.3. When publishing the prices, the Service Provider shall always indicate the prices with the VAT content in force and valid in the Hungarian legal regulations. However, the prices **do not include** the local tourist tax, which has to be paid at the place of service. All additional burdens arising from the amendment of the prevailing tax law (VAT, Local Tourist Tax) shall be transferred to the Contracting Party, following notification thereof, by the Service Provider.

6.4. Current discounts, promotions and other offers are announced on the website of the place of accommodation, and on the offline and online interfaces and websites of the contracted partners of the accommodation.

6.5 Discounts for children may vary depending on the specific venue; for detailed pricing information, please refer to the page corresponding to the particular site.

6.6. In case of booking the Service Provider's products subject to special conditions, or more than 5 rooms at the same time (i.e. group bookings), the Service Provider may establish terms different from the above, or impose surcharges, to be set forth in a separate Contract.

## **7. Payment Method, Guarantee**

7.1. The Service Provider reserves the right to request a payment guarantee for the services provided to the Contracting Party, and to claim it until the day of occupation of the accommodation but no later than after the use and prior to departure from the hotel. Later payment may only be provided by the Service Provider within the framework of a special agreement.

7.2. 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 card guarantee, in the course of which the value of the ordered and confirmed service(s) is blocked and pre-authorized on the credit card;
- b) request advance payment of the fee in part or in full by bank transfer, by online credit card payment;
- c) request to pay the ordered service(s) in cash or with cash substitutes accepted by the hotel upon arrival and prior checking in to the accommodation.

7.3. The invoice will be issued for the Contracting Party in HUF, in accordance with

Hungarian tax rules. The price of the services may be calculated in EUR, based on the daily exchange rate fixed by the Service Provider on the day of the arrival of the Guest. (Based on the daily exchange rate report Six Payment Services "Exchange Rates for base Currency Forint")

Possible currencies for cash payment: HUF. In addition to cash payment, the Service Provider also accepts advance payment by bank transfer, as well as the following credit cards: Visa, EC/MC, American Express, V-PAY, Mastercard, Diners Club/Discover, Union Pay, online payment with bank card (SIX PAYMENT linkpayment services).

7.4. The Service Provider may accept non-cash means of payment ("SZÉP Széchenyi Pihenő" Card, as well as on the basis of a separate agreement: gift vouchers or others), the current list of which is provided to the Contracting Party upon request. In this regard, it is recommended for the Contracting Party to clarify the possibility of payment with the chosen non-cash means of payment at the time of booking. In case of payment with "SZÉP" card, the supplier of the accommodation may request advance payment of the ordered services and the presentation of one of the Guest's public identification documents (identity card, driver's license, passport) in order to prove the legitimate use of the card. The Guest is obliged to comply with the request for identification. If the identification is not fulfilled for any reason outside the hotel, the place of accommodation may refuse to accept payment with a "SZÉP" card.

7.5. Any costs related to any payment method shall be borne by the Contracting Party or his/her "SZÉP" card/credit card.

7.6. The Service Provider issues the invoice electronically; the invoice will be sent to the email address provided by the Guest on the registration form.

7.7. Late performance

With regard to late invoices of enterprises, undertakings and contracting authorities, Sárvár-Ház Kft. - in accordance with Act IX of 2016 on Collection Flat Rate - occasionally charges the HUF amount equivalent to EUR 40.00, determined on the basis of the official central exchange rate of the Hungarian National Bank (MNB) valid on the starting date of the delay (hereinafter: collection flat rate), which fact is included in the Demand Notice No. 1.

Collection flat rate becomes due on the date of the first Demand Notice; the performance hereof does not constitute an exemption from the other legal consequences of the delay (it can be enforced in addition to the amount of default interest).

In case of late performance, Sárvár-Ház Kft. is entitled to charge default interest due pursuant to the Hungarian Civil Code, unless specified otherwise by the Contract between the two Parties.

Sárvár-Ház Kft. applies the following order when accounting for the incoming debts and settling receivables in legal proceedings: 1. Capital, 2. Fees of legal proceedings, flat-rate cost to the executor, 3. Collection flat-rate, 4. Default interest, 5. Lawyer's costs

## **8. Method, terms and conditions of using the services**

8.1. The Guest may check into the accommodation at the time indicated by the Service Provider on the day of arrival (Check-in), and are required to leave up to the published check out time on the day of departure (Check-out). Check-in: 3:00 p.m. on the day of arrival; check-out: 10:00 a.m. on the day of departure; which times may vary from season to season and from case to case on the basis of prior information.

8.2. Late check-out or early check-in are possible by prior arrangement and at an additional cost.

8.3. If the Guest wishes to occupy the room before 6 in the morning on the day of arrival, the previous night shall be paid.

## **9. Pets**

9.1. Generally, pets are not allowed in the Service Provider's accommodations. In special units of some of our accommodations, we allow the use of the service for an additional cost and under the current conditions. In this case, we also ask for a deposit, the current amount of which is available at the reception.

9.2. The Guest is fully responsible for any damages caused by the pet.

9.3. Guide dogs are allowed.

## **10. Refusal to Perform The Contract, Termination of The Service Obligation**

10.1. The Service Provider is entitled to withdraw from the Contract regarding to provide accommodation-services with immediate effect, thus refusing to provide the services if:

a) the Guest does not use the provided room or the building properly for the intended purpose;  
b) the Guest does not comply with the security regulations, policies and house rules of the place of accommodation, treats the employees in an objectionable or rough manner, is under the influence of alcohol or drugs, or displays menacing, offensive or otherwise unacceptable behaviour;

c) the Guest suffers from a contagious disease, or does not comply with the preventive measures in accordance with legal regulations or regulations introduced by the Service Provider in the epidemic situation;

d) the Contracting Party does not meet his/her advance payment obligation as defined in the Contract up to the specified deadline.

10.2. If the Contract between the parties is not fulfilled due to “force majeure” reasons, the Contract shall be terminated.

## **11. Guarantee for Accommodation**

11.1. If the Service Provider is unable and fails to provide the services included in the Contract (e.g. overbooking, temporary problems of operation, etc.) due to its own fault, the Service Provider is obliged to provide accommodation for the Guest without delay.

11.2. The Service provider is obliged:

a) to provide/offer the services included in the Contract at the same price and for the confirmed period of time - or until the conclusion of the incapacitation - in another place of accommodation of the same or of a higher category. Any additional costs of providing replacement accommodation shall be borne by the Service Provider;

b) to provide the Guest with the possibility to make a telephone call to communicate the change of the accommodation free of charge;

c) to provide the Guest with a transfer free of charge for moving to the offered replacement accommodation and for any possible subsequent return.

11.3. If the Service Provider fully meets these obligations, and if the Guest has accepted the replacement accommodation offered to him/her, the Contracting Party may not claim any subsequent claim for compensation.

11.4. Due to the epidemic situation, the Service Provider shall operate its accommodation sites flexibly, according to demand. The Service Provider may order a shutdown, however, in view of the continuous change of the situation, it reserves the right to reopen the places or to close the units already opened - depending on the evolution of the virus situation. The Service Provider undertakes to act in accordance with section 11.2. in the case of all bookings confirmed by it if the services included in the Contract cannot be provided due to the business interruption set forth in this section.

In all cases where the Service Provider is unable to provide the ordered and already confirmed reservation in the given unit, it will attempt to contact the Guest by e-mail no later than 5 days before the date of arrival, and if the guest has provided his/her telephone number, too, also by phone no later than 4 days before the date of arrival.

The Guest is not obliged to accept the replacement unit offered by the Service Provider and may cancel the reservation without any further legal consequences.

The condition of the service is that the government measures in force allow the provision of the accommodation services.

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

12.1. If the Guest becomes ill and is unable to take care for himself/herself on his/her own during the period of using the accommodation-service, the Service Provider shall offer medical assistance.

12.2. In case of the Guest's illness or death, the Service Provider requires cost compensation from the patient/deceased's relative, heir or person settling his/her accounts for the possible medical and procedural costs, for the value of services used prior to the death, and for the incidental damages done to the equipment and furniture in connection with the disease/death.

12.3. If the Guest is ordered to stay in a quarantine by the authority, he/she is obliged to pay the Service Provider a service fee related to the possible extension of the reservation.

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

13.1. Pursuant to the Contract, 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.

13.2. The Guest may complain about the performance of the services provided by the Service Provider during his/her stay at the place of accommodation. During this period, the Service Provider is obliged to handle the complaints justifiably sent to it in writing (or recorded in minutes by the Service Provider).

13.3. The Guest's right to complain expires after departure from the place of accommodation.

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

14.1. The Contracting Party is obliged to settle the value of the contractually ordered services by the date and with the method laid down in the Contract.

14.2. The Guest shall ensure that any child or children under the age of 14 under his/her responsibility may stay in the Service Provider's places of accommodation only under the supervision of an adult.

14.3. The Guest shall not bring his/her own food and drink into the catering facilities of the place of accommodation.

## **15. Compensation Liability of the Contracting Party**

The Guest shall be responsible for all damages and inconveniences suffered by the Service Provider or a third party as a result of the fault of the Guest or his/her companion or other person(s) under his/her responsibility. This responsibility remains in effect even if the injured party has the right to claim compensation for the damage(s) directly from the Service Provider.

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

If the Guest fails to comply with his/her payment obligation related to the used services, or contractually ordered but not used services that carry a penalty, the Service Provider shall be entitled to the right of pledge, to secure its claims, on the Guest's personal belongings that the Guest had brought to the hotel.

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

The Service Provider shall:

- a) provide the accommodation and others services ordered based on the Contract in line with the valid stipulations and service standards;
- b) investigate the written claim of the Guest and take steps to remedy the problem, which is also to be recorded in writing.
- c) In case of any complaints during the stay, the Guest may object **in writing** to the central reception of the place of accommodation until the time of departure.

The place of accommodation shall investigate the complaints within three days, and respond to them substantially.

## **18. Compensation Liability of the Service Provider**

18.1. The Service Provider shall be responsible for all damages suffered by the Guest within the establishment and caused by the Service Provider or its employee(s).

18.1.1. The Service Provider's liability does not extend to such damages that occurred due to an unavoidable cause outside the Service Provider's employees and guests, or caused by the Guest himself/herself.

18.1.2. The Service Provider may designate places in the hotel that Guests may not enter. The Service Provider shall not be liable for any damages or injuries that may occur in such places.

18.1.3. The Guest shall report any damages to the hotel immediately, and provide the hotel with all necessary information to clarify the circumstances of the incident which are necessary for drawing up a police report or for the police procedure itself.

18.2. 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 places that are designated by the Service Provider or usually used for this purpose, or in the Guest's room, or if the Guest handed them over to an employee of the Service Provider whom the Guest believed to be authorised to receive such possessions.

18.2.1. The Service Provider shall be liable for valuables, securities and cash only if the Service Provider has expressly taken possession of these things for safekeeping, or the damages have occurred due to a cause for which the Service Provider is liable in accordance with the general rules and regulations. In such cases, the burden of proof lies with the Guest.

18.3. The amount of compensation may be, in all cases, the value specified by the relevant legislation.

18.5. If the Guest fails to make a complaint on the spot, he or she will not be entitled to a later compensation.

## **19. Confidentiality**

The Service Provider shall proceed according to the standards determined by the Data Management Guide.

## **20. Force Majeure**



20.1. Any reasons or circumstances (for example war, fire, flood, rigorous weather, power shortage, pandemic, strike, etc.) beyond the control of the Party (force majeure) excuse all the Parties from performing the obligations set forth in the Contract as long as such cause or circumstance exists.

Parties agree to do everything in their power and shall use their best endeavours to minimize the possibility of these reasons and circumstances occurring, and to remedy the damage(s) or delay(s) caused thereby as soon as possible.

## **21. Jurisdiction and Governing Law Applicable to the Legal Relationship of the Parties**

21.1. Jurisdiction and governing law applicable to the legal relationship of the parties  
The legal relationship between the Service Provider and the Contracting Party shall be governed by the regulations of the Hungarian Civil Code.

Any legal dispute arising out of a service contract shall be subject to the jurisdiction of the court authorised at the location where the service is provided.

## **22. Copyright**

The layout of the websites, diagrams, images and logos used, as well as the collection of individual contributions are protected by copyright.

Copying and using of any object such as diagrams, images or texts to other electronic or printed publications are not permitted without the consent of Sárvár-Ház Kft.

## **23. Website**

### 23.1. Cookies

When visiting our websites, a recurring cookie (a small text file) is created and saved on your computer's hard drive. A cookie allows us to recognize you when you visit our website, making it easier for you to browse the site and personalize your online experience.

### 23.2. Analytics

We use such a Website Analytics Tool that generates a set of data and tracks how our visitors use our website. When you visit our website, we create cookies in order to record what people are looking for on our website and to obtain non-personally identifiable information thereabout. This tool helps us improve your online experience and enhances the user-friendly feature of our website. It is never used for collecting personal information. Most browsers accept these cookies automatically, however, you can delete them or automatically reject them. Since each browser is different, select the "Help" section on the toolbar of your browser to see how you can set your cookie preferences. However, you may not be able to use certain features on our website if you choose unaccepting the cookies.

### 23.3. Subscribing to the newsletter

By subscribing to our newsletter and providing the name and e-mail address voluntarily, the user consents to Sárvár-Ház Kft. sending him/her e-mails. Sárvár-Ház Kft. shall ensure that the user can unsubscribe from the newsletter at any time by sending a cancellation request to the e-mail address as follows:

[info@onyxsarvar.hu](mailto:info@onyxsarvar.hu)

### 23.4. Remarketing code

We use remarketing codes on the website to track visits to certain specific pages in order to provide targeted marketing messages to visitors of those sites in the future. Cookies that

provide remarketing codes can be disabled by the visitors of the website with the appropriate settings of that browser.

#### **24. Use and Privacy**

By using this website, you agree to the following terms and conditions, whether or not you have read them.

Non-knowledge of the terms of use does not release anyone from liability; it cannot comprise the basis of any reference if the Guest breached the terms of use and this resulted in any kind of damage or inconvenience to this website and/or its operator. In such event, the case shall be settled legally.

Terms of Use:

We do not accept any liability for the data or information contained on the website or for any damage or inconvenience resulting from the use thereof. We are honoured to have anyone post an internet link to our website on their own website. However, it is forbidden to insert the pages of this website or its content: images, tables and diagrams, on other websites - and indicating as it were own page - without the written permission of the Operator. We dissociate ourselves from cases where Internet links to any interface of this website are placed on illegally operated, obscene or offensive websites, and thereby harm or may harm the reputation and interests of this website. The Operator takes action against all such cases.

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

Last updated:

Sárvár, 22 March 2021