

## GENERAL TERMS AND CONDITIONS

### 1. Information about the Service Provider

M-R Belvárosi Lakópark Kft.

Company registration number: 01 09 200861

VAT number: 24203166-2-41

EU VAT number: HU24203166

Address: 1134 Budapest, Váci út 47/B Ü-1.

### 2. General rules

2.1. These "General Terms and Conditions" govern the use of the Service Provider's accommodation and its services.

2.2. Specific, individual terms and conditions do not form part of these General Terms and Conditions but do not preclude the conclusion of separate agreements with travel agents, and tour operators, with different conditions depending on the type of business.

### 3. Contractual party

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

3.2. If the order for services is placed directly by the Guest to the Service Provider, the Guest is the Contracting Party. The Service Provider and the Guest together become contracting parties (hereinafter referred to as Parties), provided that the conditions are fulfilled.

3.3. If the order for the services is placed by a third party (hereinafter referred to as the Intermediary) on behalf of the Guest, 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 legally represents the Customer.

### 4. Formation of the contract, method of reservation, modification, notification

4.1. The Service Provider sends an offer to the Customer's request for an offer, sent orally or in writing. If no specific order is received within 72 hours of the offer being sent, the Service Provider shall no longer be bound by the offer.

4.2. The Contract shall be deemed to have been concluded upon written confirmation of the Guest's written or oral reservation by the Service Provider, and shall therefore be deemed to be a written Contract. An oral reservation, agreement, modification or oral confirmation of a reservation, agreement, or modification by the Service Provider shall not be deemed to be a Contract.

4.3. The Contract for the use of the Accommodation Service is for a fixed period.

4.3.1. If the Guest permanently leaves the room before the end of the specified period, the Service Provider is entitled to 100% of the price of the service as stipulated in the Contract. The Service Provider is entitled to resell the room vacated before the expiry date.

4.3.2. Any extension of the accommodation service initiated by the Guest requires the prior consent of the Service Provider. In this case, the Service Provider may request reimbursement for the service already provided.

4.4. Any amendment and/or addition to the Contract shall require the written agreement signed by the Parties.



## 5. Cancellation terms and conditions

5.1. If the hotel has not specified other conditions in its offer, you may cancel the accommodation service without penalty as follows:

- Free cancellation 7 days before arrival

- 50% of the booking price if canceled less than 7 days before arrival

a) If the Contracting Party has not secured the use of the accommodation services by advance payment, credit card guarantee, or other means provided for in the Contract, the Service Provider's obligation to provide the services shall be as follows:

- The Supplier is obliged to hold the room for the Guest until 4 pm local time on the day of arrival.

b) If the Contracting Party has secured the use of the accommodation services by advance payment, credit card guarantee, or other means provided for in the Contract and does not arrive on the day of arrival, local time, as follows:

- local time by 4 p.m. on the day of arrival and does not indicate in advance that he/she will arrive later, the Service Provider will charge a penalty of the rate specified in the Contract, but not less than one day's accommodation. In this case, the accommodation shall be reserved for the Contracting Party until 12:00 noon on the day following the day of arrival, after which the Service Provider's obligation to provide the service shall cease.

## 6. Prices

6.1. The current room rates are available on the hotel's website Other services are available in the respective hotel departments.

6.2. The Service Provider is free to change its advertised prices without prior notice.

6.3. When publishing prices, the Service Provider shall indicate whether the price quoted by it includes the taxes (VAT) at the rates specified in the Hungarian legislation in force. The prices quoted on the website do not include the Tourist Tax. The amount is payable on the spot, according to the current PMJV IFA notice.

6.4. Current discounts, promotions, and other offers are announced on the website [www.fibulahotel.hu](http://www.fibulahotel.hu).

The Service Provider may set different terms and conditions or surcharges from the above, as set out in the individual Contract, when booking products subject to special conditions, when booking events, or when booking more than 5 rooms (group).

## 7. Payment method, guarantee

7.1. The Service Provider shall claim the remuneration for the services provided to the Contracting Party at the latest after the use of the services, before the departure from the hotel, and may only provide the possibility of subsequent payment within the framework of an individual agreement.

7.2. The Service Provider to guarantee the use of the service in accordance with the Contract and the payment of the consideration;

a) request a credit card guarantee, whereby the value of the ordered and confirmed service is blocked on the credit card,

b) request an advance payment of part or all of the participation fee.

7.3. The Contracting Party's invoice can be settled in the following currencies: cash, credit card, and bank transfer payment in HUF, EUR, or USD. In addition to cash payment, the Service Provider accepts advance bank transfers and the following credit cards: Visa, Mastercard, Maestro, AMEX, and debit cards: OTP, K&H, MKB/MBH bank.





7.4. The costs associated with the use of any payment method shall be borne by the Contracting Party.

7.5. The invoice is issued electronically by the Service Provider and sent to the email address provided by the Guest on the registration form.

7.6. In any case, the contracting party must notify in advance of its request for a company invoice with the necessary information under the Accounting Act. If this is not done, the Service Provider is not obliged to issue a new invoice subsequently.

8. Method and conditions for using the service

8.1. The Guest may reserve the hotel room at the time indicated by the hotel (which can be found on the hotel's website) on the day of arrival (Check-in) or by the published time on the day of departure (Check-out).

8.2. The Contracting Party shall notify the Service Provider of its intention to check in early or check out late at least 24 hours before using the service, the cost of which shall be borne by the Contracting Party.

8.2.1. Prizes

- Early check-in between 10:00-12:00 - 20.000, -HUF/room
- Early check-in between 12:00-13:30 között - 10.000, -HUF/szoba
- Late check-out between: 10:30-11:30 között - 5.000, -HUF/szoba
- Late check-out between: 11:30-14:00 között - 10.000, -HUF/szoba
- Late check-out: after 14:00 price for 1 night!

## 9. Hotel guests

9.1. Natural person over 18 years old

9.2. Children over 14 years of age must have parental supervision and consent to stay on the hotel premises.

9.3. Our hotel is not pet-friendly.

9.4. Our hotel is not wheelchair accessible.

## 10. Refusal to perform the contract, termination of the service obligation.

10.1. The Service Provider is entitled to terminate the Accommodation Service Contract at any time with immediate effect, including cancellation of the reservation and/or refusal to provide the services, if:

- a) the Guest engages in abusive, improper, insulting, or hostile behavior towards the Service Provider, one of its Hotels, the Service Provider's employees, the Guest, or any other third party acting in the Service Provider's interest, or other circumstances make it impossible to continue to cooperate with the Guest.
- b) the Guest is not using the room or the facility for its intended purpose
- c) the Guest fails to comply with the safety rules and regulations of the accommodation, behaves in an inappropriate or rude manner with its staff, is under the influence of alcohol or drugs, or engages in threatening, abusive or other unacceptable behavior
- d) the Guest suffers from a contagious disease or fails to comply with the protection measures introduced by law or by the Service Provider in the event of an epidemic
- e) the Contracting Party fails to fulfill its advance payment obligations under the Contract by the specified date

10.2. If the contract between the parties is not fulfilled for reasons of "force majeure", the contract will be terminated.





## **11. Accommodation guarantee**

11.1. If the Service Provider is unable to provide the services provided for in the Contract due to its own fault (e.g. overloading, temporary operational problems, etc.), it is obliged to provide accommodation for the Guest without delay.

11.2. The Service Provider is obliged to:

a) to provide/offer the services provided for in the Contract, at the price confirmed therein, for the period specified therein or until the impediment ceases, in another accommodation of the same or a higher category. All additional costs of providing the substitute accommodation shall be borne by the Service Provider.

b) provide the Guest with a free telephone call to inform him/her of a change of accommodation

c) provide the Guest with a free transfer to the offered alternative accommodation, and any subsequent move back

11.3. If the Service Provider fully complies with these obligations or if the Guest accepts the substitute accommodation offered to him/her, the Contracting Party may not claim any subsequent compensation.

11.4. Due to the epidemic situation, the Service Provider is operating the hotel flexibly in line with demand. The Service Provider may order a closure but, in view of the constantly changing situation, reserves the right to reopen the hotel or to close an already opened hotel depending on the evolution of the virus situation. The Service Provider undertakes to act in accordance with clause 11.2 for all reservations confirmed by it if the services provided for in the Contract cannot be provided due to a closure under this clause. The Service Provider will attempt to contact the Guest by e-mail no later than 5 days before the date of arrival and by telephone no later than 4 days before the date of arrival if the Guest has provided a telephone number in the event that it is unable to provide the services for which it has confirmed a reservation received by the Hotel. The Guest shall not be obliged to accept another hotel offered by the Service Provider and may cancel the reservation without any further legal consequences. The service is subject to the applicable governmental measures allowing the provision of the hotel service.

## **12. Sickness or death of the guest**

12.1. If the Guest falls ill while using the accommodation service and is unable to act in his/her own interest, the Service Provider will offer medical assistance.

12. 2. In the event of the illness/death of the Guest, the Service Provider shall be entitled to compensation from the sick/deceased person's relatives, heirs, or bill payer for any medical and procedural expenses, the value of services used prior to the death, and any damage to equipment and furniture in connection with the illness/death.

12.3. If the Guest is subject to a house quarantine order by the authorities, he/she is obliged to pay the Service Provider the service fee for any extension of the reservation.

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

13.1. Under the Contract, the Guest is entitled to use the room booked and the facilities of the accommodation for the purpose intended, which are included in the normal range of services and are not subject to special conditions.

13.2. The Guest may lodge a complaint about the performance of the services provided by the Service Provider during the stay. During this period, the Service Provider undertakes to deal with any complaint which is submitted to it (or recorded by it) and which is verified in writing.

13.3. The Guest has the right to complain to the Service Provider during the use of the Service.

13.4. The Guest's right to lodge a complaint expires after departure from the accommodation.





13.5. If the Guest has not notified the Service Provider of his/her complaint on the spot, he/she may not submit a claim for compensation after his/her departure.

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

14.1. The Contracting Party shall pay the consideration for the services ordered in the Contract by the date and in the manner specified in the Contract.

14.2. The Guest shall ensure that any child over 14 years of age under the responsibility of the Guest is only under the supervision of an adult in the Hotel and its wellness area.

14.3. Guests are not allowed to bring their own food and drink into the catering facilities of the hotel.

14.4. The Guest is obliged to respect the rules of the hotel and its wellness area.

14.5. By signing the check-in form, the guest acknowledges and accepts all rules, regulations, and policies of the hotel.

14.6. The Guest is obliged to comply with the smoking policy of the hotel. In other words, the Guest is obliged to use the designated smoking area when smoking.

14.7. Guests must drive at a maximum speed of 5 km/h in the hotel car park and underground car park. Only 1 person is allowed in the vehicle when entering the underground car park.

#### **15. Liability of contracting party for damages**

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 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 Service Provider.

#### **16. Service provider's rights**

If the Guest fails to fulfill his/her obligation to pay the fee for the services used or ordered in the Contract but not used, the Service Provider shall be entitled to a lien on the Guest's personal property that he/she has brought with him/her to the hotel to secure his/her claims.

#### **17. Obligation of the service provider**

The Service Provider is obliged to:

- a) to provide accommodation and other services ordered under the contract in accordance with the applicable regulations and service standards
- b) investigate the guest's written complaint and take the necessary steps to deal with the problem, which must be recorded in writing

#### **18. Service provider's liability for damages**

18.1. The Service Provider shall be liable for any damage reported in writing to the Guest caused by the fault of the Service Provider or its employees within its facilities.

18.1.1. The Service Provider's liability does not extend to damages caused by an unavoidable cause beyond the control of the Service Provider's employees and guests, or caused by the Guest himself.

18.1.2. The Service Provider may designate places in the hotel where the Guest is not allowed to enter. The Service Provider shall not be liable for any damage or injury caused in such places.

18.1.3. The Guest must immediately report the damage to the hotel in writing and provide the hotel with all the necessary information to clarify the circumstances of the damage, possibly for the police report/police procedure.



118.2 The Service Provider is only liable for valuables, securities, and cash if it has expressly accepted them for safekeeping or if the damage has been caused by a cause for which it is liable under the general rules. In this case, the burden of proof is on the Guest.

18.2.1. The Service Provider is not liable for vehicles and valuables left in them.

18.3. The level of compensation:

Twice the daily room rate under the contract, unless the damage is less.

18.4. Local laws apply in individual cases.

## 19. Privacy policy

The Service Provider shall act in accordance with its Privacy Policy.

## 20. Vis maior

In the event of any cause or circumstance (for example; war, fire, flood, adverse weather, power failure, epidemic, or strike) over which a party has no control (force majeure), either party shall be excused from performing its obligations under the Contract for so long as such cause or circumstance exists. The Parties agree to use their best endeavors to minimize the possibility of such cause or circumstance occurring and to remedy any damage or delay caused thereby as soon as possible.

## 21. Law applicable to the relationship between the parties, the competent court

The legal relationship between the Service Provider and the Contracting Party shall be governed by the provisions of local law (Republic of Hungary). Any dispute arising out of the service contract shall be settled by the court having jurisdiction in the place where the service is provided.

**For further information please contact our hotel!**

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