

# GENERAL TERMS AND CONDITIONS

## Avalon Resort & SPA\*\*\*\*\* Superior

**Operator, service provider:** Avalon Park Kft.

**Head office:** 1062 Budapest, Andrásy út 126.

**Service address:** 3519 Miskolctapolca, Iglói út 15.

**Company registration number:** 01-09-986876

**Tax number:** 23966066-2-42

**Website:** <https://avalonresort.hu>

**Community portal:** <https://www.facebook.com/avalonresortandspa>

[https://www.instagram.com/avalon\\_resort\\_spa](https://www.instagram.com/avalon_resort_spa)

### Contact details:

Hotel reception:

06-46/200-200

[recepcio@avalonresort.hu](mailto:recepcio@avalonresort.hu)

### Hotel sales:

06-46/200-241

[sales@avalonresort.hu](mailto:sales@avalonresort.hu)

### General sales:

06-46/200-241

[ertesites@avalonpark.hu](mailto:ertesites@avalonpark.hu)

### About our hotel:

Avalon Resort & SPA\*\*\*\*\* Superior, Avalon Park's multiple international award-winning hotel, offers 31 rooms, 2 junior suites, 2 luxury suites, 15 exclusive HONKA log cabins and a new 15-room hotel building called Forest Design from 2021, for guests who want to relax in the proximity of nature.

The modern and unique furniture and accessories fill the space in complete balance and harmony, with the most ancient building element, wood, providing the cohesion.

In addition to the active leisure facilities of Avalon Park, the services of the indoor and outdoor wellness area contribute to a perfect relaxation.

### **Introduction:**

The operator of the Avalon Resort & SPA (hereinafter referred to as: Hotel) (hereinafter referred to as: Service Provider) draws the attention of all customers, guests and visitors to its websites (hereinafter collectively referred to as: Guest) that if you wish to become a user of the Hotel's website or a customer of the Service Provider's services, we oblige you to

- please read carefully these General Terms and Conditions (hereinafter referred to as "GTC") and
- the Privacy and Data Protection Policy and the Privacy and Data Protection Notice (collectively, the "Privacy Policy") and only continue to use the Website or use the Services if you agree to be bound by all of the terms of the Privacy and Data Protection Policy and the Privacy Policy.

Pursuant to Section 6:78 (1) of Act V of 2013 on the Civil Code (hereinafter the Civil Code), a general contractual term becomes part of the contract if its user has made it possible for the other party to become aware of its content before the conclusion of the contract and if the other party has accepted it.

The Service Provider draws the attention of its prospective customers to the fact that the link to the General Terms and Conditions in force at the time is available on all offers sent electronically or on paper, as well as on the website <https://avalonresort.hu>, and that you can also request information about its content from the Service Provider's staff orally or by telephone.

By accepting the offer or by sending a reservation request on the website, the guest declares that he/she has read, understood and accepted the general terms and conditions in force at the time and the data protection policy indicated above.

These General Terms and Conditions form an integral part of all contracts for the provision of accommodation and/or ancillary services related thereto (hereinafter referred to as the "Service Contract") concluded by the Service Provider with the Guest (or the Cost Bearer) for the selected service.

Hungarian law shall govern the issues not regulated in the GTC and the interpretation of the GTC, in particular with regard to

1. Act V of 2013 on the Civil Code (hereinafter: Civil Code),
2. Act CLXIV of 2005 on Trade (hereinafter referred to as the Trade Act),
3. Act LXXVI of 2009 on the General Rules for the Commencement and Pursuit of Service Activities (hereinafter referred to as the Services Act),
4. Act CLV of 1997 on Consumer Protection (hereinafter: Consumer Protection Act),
5. Act XLVII of 2008 on the Prohibition of Unfair Commercial Practices against Consumers (hereinafter referred to as the Unfair Commercial Practices Prohibition Act),
6. Act CXII of 2011 on the Right to Informational Self-Determination and Freedom of Information (hereinafter: Info tv.),
7. Act C of 1990 on Local Taxes (hereinafter referred to as the "Act on Local Taxes"),
8. Government Decree No. 239/2009 (X.20.) on the detailed conditions for the provision of accommodation services and the procedure for issuing accommodation operating licences (hereinafter: Accommodation Services Decree).

The binding provisions of the applicable law shall apply to the parties without any specific clause.

By accessing the website operated by the Service Provider or reading its content in any way, even if you are not a registered user of the website, you accept the provisions of the Regulations as binding on you. If the User does not accept the Terms and Conditions, he/she is not entitled to view the content of the website.

## **I. Definitions**

**Guest:** a natural person who concludes a service contract with the service provider and who does not fall within the definition of a person staying with the guest.

Person staying with a guest: a person arriving with a guest and staying in the room with the guest, who uses the accommodation service and/or ancillary service with the guest.

For the purposes of the GTC, the term "guest" shall be understood to include any person staying with the guest, unless otherwise provided in the GTC.

**Cost bearer:** the natural or legal person who pays the provider the consideration due to the provider for the use of the service.

The guest, the person staying with the guest or a third party can be the person who pays. Unless otherwise specified in the GTC, the guest is also understood to be the person bearing the costs.

**Consideration (price, fee):** the monetary charge payable to the service provider for the use of a service, which is payable by the guest or the person who has paid for the service.

**Complementary Service:** other services provided by the Service Provider to its Guests for the enjoyment of leisure time, the preservation of health, the improvement of physical well-being, which are not part of the given type of accommodation service, provided that the Service Provider offers or provides such services to the Guests at the time of the Service (e.g. consumption from the minibar of the Room, massage and/or body treatment, shuttle, etc.).

The range and price of the various types of additional services that may be used by guests in a given period will be published by the service provider on the website or on a price list on site, and the guest will be informed separately, upon request, before or during the provision of the accommodation service, depending on when the request for the additional service arises, but in any case before the use of the service.

The scope of the Additional Services varies or may vary from time to time throughout the year. The scope, content, conditions and Consideration of the Additional Services are always part of the GTC and their definitions are considered annexes to the GTC.

**Accommodation Services:** the provision of accommodation in a hotel for a non-permanent stay, including overnight accommodation and rest, and other services directly related to the provision of such accommodation, such as restaurant services, such as breakfast, which are not included in the Additional Services.

**Room:** a single, double or multi-bedded room or suite in the hotel. The types of rooms available at any given time are listed on the website.

**Service Contract:** an agreement between the contracting parties, the subject matter of which is the various services provided by the service provider.

**Contracting parties:** the parties to the service contract.

## **II. Scope of the General Terms and Conditions (GTC)**

These GTC shall enter into force on 1 April 2021 and the provisions of these GTC shall apply to service contracts entered into on or after the date of entry into force.

Unless otherwise provided, the GTC shall not apply to a service contract concluded before its entry into force.

The scope of these GTC covers all service contracts.

The GTC do not cover, or only partially cover, service contracts which expressly state that the provisions of the GTC are not or only partially applicable.

The personal scope of these GTC applies to the service provider and to the guest or cost bearer who has concluded a service contract with the service provider.

All descriptions and information available to the guest, which define the conditions and content of a given service or services, but which are formally separate from the GTC, are considered annexes to the GTC. The subject matter of the GTC also includes its annexes.

### **Relationship between the Service Contract and the GTC, other provisions**

By entering into the Service Agreement, the provisions of the GTC shall also apply and bind the Contracting Parties.

The current GTC fills in the content of the service contract, if necessary, and interprets, explains, supplements and expands the provisions of the contract.

The GTC and the Service Contract contain all the declarations of the Service Provider and the Guest (or the Cost Bearer), unless the contracting parties enter into an additional agreement in connection with the Service Contract.

In the event that the Parties mutually agree to deviate from the current GTC in the Service Contract or in their other agreement, the Parties shall be deemed to be bound by the Service Contract or their other agreement.

Specific, individual terms and conditions do not form part of these GTC, but do not preclude the conclusion of separate agreements, such as other contracts with the guest.

The GTC also does not exclude the possibility for the service provider to conclude contracts with travel agents, tour operators or other third parties, with content and conditions appropriate to the type of transaction.

Accordingly, in the event of a request for the provision of a group accommodation service, the Service Provider is entitled to make the conclusion of the Service Contract subject to conditions other than those set out in these GTC.

The Service Provider shall provide the service in accordance with the service contract and the GTC, to the standard of the hotel's classification, in compliance with the applicable legal requirements and to the highest professional standard expected of the Service Provider.

The provider may offer different types of accommodation services at the same time.

Additional services (sauna, massage, etc.) are not part of the accommodation service, so the guest cannot request them as part of the accommodation service of that type.

Accordingly, the fact that a service is directly related to and therefore forms part of a particular type of accommodation service does not necessarily mean that the same service is also part of another type of accommodation service, and therefore, in the latter case, the guest can only use

it as an additional Service (including the Value for Money) under the conditions set out in the agreement with the service provider.

The Service Provider shall provide the Guest with information on the provision of the various types of services available during the given period, with the exact content of the information provided, orally or in writing, before the provision of the service.

If the service provider offers and organizes programs as a separate service, the individual program offers will only be held by the service provider if a certain minimum number of guests register for them, the service provider will specifically draw attention to the nature of these program offers when advertising the additional service.

### **III. Establishment of a service contract**

A service contract may be concluded between the parties:

- orally: in this case, the offer of one party (hereinafter referred to as the offer) is accepted orally by the other party, including by telephone. The oral offer must be accepted immediately, otherwise the Service Contract will not be concluded. In all cases, the Service Provider shall send the Guest a written confirmation of the acceptance of the oral offer by email (hereinafter referred to as "Confirmation").
- in writing (email, etc.)

Holiday and other offers, promotions and discounts of the Service Provider published on the website and available at the reception desk of the hotel shall be considered as an offer even if they are not individual offers made on behalf of the Guest.

The Service Provider shall specify other services directly related to the provision of the accommodation (e.g. breakfast, half-board, etc.) in its offer or in the annexes to the GTC in force at the time. If there are additional services which may be ordered by the guest, the terms and conditions thereof shall be specified in the offer or in the annexes to the GTC in force at the time.

A guest may also request a personalised offer from the service provider, either in writing or orally.

If the service provider sends a confirmation with a different content than the offer accepted by the guest, for example due to an administrative error, it shall be considered as a new offer, which the guest has the right to accept or reject. If the guest accepts the confirmation which is to be considered as a new offer, the service provider shall confirm this to the guest in writing.

In the event of a dispute between the contracting parties concerning the conclusion and content of the Service Contract and the contractual performance or termination of the Service Contract, the contracting party who refers to it shall be obliged to prove the above and, in the event of a dispute, to prove it, whether it was concluded orally or in writing (including e-mail) or, in the case of a written form, whether the Service Contract does not meet the requirements of a private document with full probative value.

**Terms and conditions of the service contract:**

1. the date or duration of the accommodation service, i.e. the day of arrival and the day of departure, number of nights
2. the name of the guest
3. guest's email address, phone number
4. the number of persons arriving and staying with the guest,
5. the type of accommodation service, including the type of room and the type of board requested or, where more than one Accommodation Service is used, the number of accommodation services and, where different types of accommodation services are used, the number of accommodation services separately for each type of accommodation service,
6. the amount of the consideration, the deadline for payment and the method of payment indicated by the guest,
7. an indication of whether a non-refundable payment is involved,
8. if the guest and the cost bearer are not the same person, the name, address, in the case of a company, the registered office, company registration number, tax number of the cost bearer, with the understanding that in this case the service provider will conclude the service contract with the cost bearer.
9. the additional services requested, if the guest was aware of them before the accommodation service was provided.

The service contract is concluded between the parties for a fixed period (the period between the Arrival Date and the Departure Date, including these two days).

By concluding the service contract, the service provider undertakes to provide the accommodation service and, if required, the additional service as specified in the contract and the GTC to the guest and the person staying with him/her.

The guest undertakes to.

- use the service with the person staying with him/her and assume responsibility for the conduct of the person staying with him/her
- pays the service provider within the payment deadline agreed in the contract
- to pay the Service Provider the consideration for the Services used in due time, even if the Cost bearer is a person other than the Service Provider, but the Cost bearer fails to perform within the time limit.

The service contract may be amended by mutual and unanimous agreement of the parties.

#### **IV. Termination of service contract**

The Service Agreement shall terminate:

The contracting parties exclude the right of ordinary termination, so the contract cannot be terminated by either party by means of ordinary termination.

- by mutual agreement in writing, at any time, at a date agreed by the parties, without giving any reason
- with exceptional and immediate effect:

The Guest is entitled to terminate the contract with immediate effect in the event of,

- the service provider provides the service to the guest (and the person staying with him/her) in a way that seriously violates the provisions of the contract and does not ensure the contractual condition despite the service provider's request,
- the service provider or any person acting on behalf or for the benefit of the service provider or any other guest engages in behavior towards the guest (and/or the person staying with the guest) which is manifestly contrary to the peaceful stay and relaxation in the hotel or to the requirements of human coexistence, or which is flagrant or intolerable and which the service provider fails to remedy despite being requested to do so,
- the service provider, or a person acting for or on behalf of the service provider, or another guest, suffers from a contagious disease that endangers the health of the Guest (and the person staying with him/her),
- except that in the case of (a) and (b), termination with immediate effect need not be preceded by a prior notice if the conduct complained of is so serious that the guest cannot be expected to continue the service contract.

The service provider is entitled to terminate the contract with immediate effect by means of an extraordinary notice of termination, in the unexpected event of

- the guest (and/or the person staying with him/her) damages the hotel, including the room, the furnishings, accessories, other movable property or real estate owned or possessed by the service provider, and/or uses it in a manner contrary to its intended purpose and does not stop using it despite being requested to do so,
- the guest (and/or the person staying with him/her) does not respect the safety rules and regulations of the service provider, behaves in a disrespectful or rude manner with its employees, is under the influence of alcohol or drugs, or displays threatening, abusive or other unacceptable behavior, engages in scandalous or intolerable behavior towards other guests or other persons staying in the hotel which is contrary to the peace and quiet of the hotel or to the requirements of human coexistence and standards, and does not cease to do so despite being ordered to do so,
- the guest is committing a crime,
- the guest (and/or the person staying with the guest) suffers from a communicable disease that endangers the health of other guests and/or persons staying with the guest or of staff acting in the interest of or for the benefit of the service provider,
- except that, in the case referred to in points (a) to (d), termination with immediate effect need not be preceded by a prior notice if the conduct complained of is so serious that the provider cannot be expected to continue the contract.

In the case of any of the above-mentioned cases of extraordinary termination, the guest is obliged to pay the consideration at the same time as the extraordinary termination:

- If the service contract has been terminated by the guest for one of the reasons specified above, the guest is obliged to pay the service provider for the services already used. In this case, the guest is not obliged to pay the price of the services not yet used. If the guest has already paid the price of the services not yet used (e.g. by prepayment), it shall be returned to him in the same way as the payment was made.
- If the service contract has been terminated by the service provider for a reason attributable to the guest, the service provider may claim the full amount of the consideration under the service contract, but may waive this in whole or in part at its discretion.

This regulation does not affect the obligation of the service provider or the guest to pay compensation under the law.

The service contract is terminated upon the death of the guest.

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

Force majeure is a cause or circumstance (for example: war, fire, flood, natural disaster - weather, power failure, strike, virus) over which neither party has control and therefore either party is relieved of its obligations under the service contract for as long as such cause or circumstance exists. The Service Provider and the Guest (the Cost Bearer) agree to use their best endeavors to minimize the possibility of such causes or circumstances occurring and to remedy any damage or delay caused thereby as soon as possible.

## **V. Rights and obligations of the parties**

Rights and obligations of the guest (cos bearer)

The current GTC, the Service Contract, the rules and regulations in force at the Service Provider and the applicable legislation define the rights and obligations of the contracting parties.

Therefore, the following list is not intended to be taxative, but only illustrative, highlighted and named.

Under the Service Contract, the Guest (and the person staying with the Guest) is entitled to the use of the room booked and the facilities of the hotel for the purpose intended, which are included in the normal scope of services and are not subject to special conditions.

The guest may complain about the service provided by the service provider during the stay at the hotel.

The guest's right to lodge a complaint expires after departure from the hotel.

The Guest (Cost Bearer) is obliged to.

- pay for the services ordered and used in the service contract by the date and in the manner specified in the contract
- to pay the full amount of the consideration for the services provided for in the contract, even if you have not used them or have used them only partially, if the conditions set out in the GTC in force at the time have been met
- to pay to the service provider or third party the price of the services not specified in the contract but used, or any extra charges for his conduct or for any event or occurrence caused by him or in connection with him, or any damage suffered by the service provider or third party

- ensure that children under the age of 14 under their responsibility are only allowed in any part of the hotel, including rooms and common areas, under the supervision of an adult
- the customer shall comply with the provisions of the service contract and the GTC in force at the time, the provisions of the service provider's rules of the house and the applicable legislation
- to refrain from any act which is manifestly contrary to the peaceful stay and relaxation in the hotel or to the requirements of human coexistence, scandalous or intolerable behavior or criminal offenses
- ensure that children under 14 years of age under his/her responsibility are only allowed to stay in the hotel and its premises under adult supervision.

#### Rights and obligations of the service provider

- The Service Provider is entitled to the consideration for the service ordered or used, unless otherwise provided for in the Service Contract or the GTC in force.
- The service provider is entitled to a lien on the guest's belongings that he has brought with him to the hotel to secure his claim for the service and the related consideration.
- The Service Provider is entitled to instruct the guest (and the person staying with him/her) to take police or other measures, if necessary.
- The Service Provider shall comply with the provisions of the Service Contract and the GTC in force at the time, as well as other internal rules and regulations, and shall represent and promote the interests and rights of the Guest to the fullest extent possible.
- The Service Provider is obliged to take all measures necessary for the uninterrupted provision of the service.
- The Service Provider shall be obliged to repay the consideration or part of the consideration if the conditions set out in the GTC in force at the time have been met.

## **VI. Placement guarantee**

If the service provider is unable to provide the services specified in the service contract due to its own fault (e.g. overloading, temporary operational problems, etc.), it is obliged to provide accommodation for the guest without delay.

The Service Provider shall:

- to provide/offer the services provided for in the service contract, at the price confirmed therein, for the period specified therein or until the obstacle ceases to exist, in another accommodation of the same or a higher category.

All additional costs of providing replacement accommodation are borne by the service provider.

- provide the guest with a free telephone call to inform him/her of a change of accommodation
- the difference between the price of the replacement accommodation or room offered to the guest and the price of the accommodation or room booked will be reimbursed by the service provider

If the service provider fully complies with these obligations and the guest has accepted the alternative accommodation offered to him/her, the contracting party may not claim any compensation.

## **VII. Cancellation conditions**

If the service provider has not specified other conditions or if the contracting parties have not specified other conditions in the service contract, the service may be canceled without penalty after the 14th day before the date of arrival.

In this case, the consideration paid will be returned to the guest (cost bearer) in full and refunded to the service provider in the same way as it was paid to the guest (cost bearer).

If the service provider has not specified any other conditions, or if the contracting parties have not specified any other conditions in their service contract, and the guest cancels the service within 14 days prior to the day of arrival, the service provider is entitled to charge the total amount of the consideration specified in the offer (Service contract) as a penalty.

If the guest has ordered the service with non-refundable payment, the guest will not be refunded the amount paid, even if the service is canceled.

## **VIII. Occupation of the Rooms and Departure**

Guests and accompanying persons are entitled to occupy the room corresponding to the service from 15:00 on the day of arrival and must leave it by 10:00 on the day of departure at the latest. If the guest (and the accompanying person) wishes to occupy the room before 15:00 on the day of arrival or check out after 10:00, the service provider may charge an additional fee on top of the price indicated in the service contract.

A maximum of two minors under the age of 14 may stay in an accommodation unit with one or two adult guests. Service providers may, by individual agreement, deviate from the maximum number of guests.

If the Guest permanently leaves the room before the end of the specified period (the Check-Out Date), the Service Provider is entitled to the full price of the ordered service.

The Service Provider is entitled to resell the room vacated before the expiry date, i.e. the Check-Out Date.

## **IX. Extension**

An extension is an increase of the service contract by at least 1 night.

In all cases, the extension of the use of the service initiated by the guest requires the prior consent of the service provider. In the case of an extension, the service provider may request reimbursement of the service already provided.

The service provider is under no obligation to meet the extension request.

The service provider will make the extension dependent on the hotel being full.

If the service provider accepts the extension request, they may request that a new service contract be concluded for the extension period.

The room and the service to be extended are subject to the rack rate in force on the date of the original departure. The Supplier may, in its reasonable discretion, deviate from this rule to the benefit of the guest.

The Guest shall notify the hotel reception desk of any extension of the Service no later than 10:00 a.m. on the day of departure. The request will be processed immediately by the hotel on the spot.

## **X. Parking**

Guests can park their vehicles free of charge in our uncovered and unguarded car park.

All guests enter and park in the Service area at their own risk.

The Service Provider shall not be liable for any damage caused to vehicles.

You must drive in the car park in accordance with the Highway Code.

The speed limit for vehicles is 20 km/h.

Guests may use the tools and equipment on the premises of the complex at their own risk, subject to the mandatory compliance with the posted instructions for use/operation.

## **XI. Smoking**

Pursuant to the implementation of Act XLII of 1999 on the Protection of Non-Smokers and Certain Rules for the Consumption and Distribution of Tobacco Products, the Service Provider's hotel is a non-smoking establishment.

Accordingly, smoking is prohibited in the enclosed areas (including rooms), common areas and all open areas (including terraces, balconies, parking lots, etc.) of the Service Provider, except in designated areas.

The Service Provider has placed the signs calling for the obligation to comply with the said legislation in the areas required by law.

The Service Provider's employees are entitled to warn guests and any other person on the Service Provider's premises to comply with the law and to stop unlawful conduct.

Guests or any other person on the Service Provider's premises are obliged to comply with the law and to comply with any request. If the Service Provider's Operator is fined by the competent authority on the basis of the said legislation due to the unlawful conduct of any guest or other person on the Service Provider's premises, the Operator reserves the right to pass on the amount of the fine to the person who has committed the unlawful conduct or to demand payment of the fine.

## **XII. Failure to use the service - no show**

In the case of a Guest who does not arrive without prior notice, if the Guest has confirmed the Service as provided for in the Service Contract, the amount of the Consideration of the total Service ordered, as stated in the Offer accepted and confirmed by the Guest, will be charged.

In this case, the guest (Cost bearer) is obliged to pay the unpaid amount to the service provider. If the guest (cost bearer) has guaranteed the reservation with bank card details (including credit card details), the service provider is entitled to debit the account of the bank card up to the total amount of the payment.

If the guest has ordered the service with non-refundable payment, the guest will not be refunded the paid amount in case of non-appearance, i.e. in case of non-use of the Service, and the Service Provider will not refund the amount.

In the case of group travel or events, the Service Provider may set different terms and conditions from the above, which are set out in an individual Service Contract.

## **XIII. Illness or death of a guest**

If the guest (and/or the person staying with the guest) falls ill while using the service, the service provider will provide information on how to contact the on-call doctor/emergency service.

In the event of illness/death of the guest, the service provider may claim compensation from the relatives, heirs or the cost bearer of the sick/deceased guest for any medical and procedural costs and any damage to the room or hotel, furnishings and equipment and the removal of the body.

The Service Provider claims the Consideration of the services used by the deceased guest prior to the death.

#### **XIV. Pets:**

Small pets (up to 8 kg, the Service Provider cannot accept hunting and fighting breeds) are allowed in the Service Provider's hotel only in case of booking a "Complete Log Cabin" room type, for an extra charge, which does not include board for pets.

Pets may be kept in the hotel room under the supervision of the Guest and may use the common areas to access the rooms.

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

#### **XV. Consideration and payment thereof**

The guest or cost-bearer of the service Consideration can pay

- by advance bank transfer to the bank account indicated by the service provider
- cash on the spot
- on the spot by credit card, debit card
- in cash and by credit card

A list of the credit cards accepted by the Service Provider can be found in the information leaflet on the hotel website and at the reception.

The Guest is entitled to pay the consideration or a part of the consideration in Euros, provided that in this case the exchange rate published at the hotel reception on the day of payment and unilaterally determined by the Service Provider shall be applicable for the conversion of the consideration expressed in Hungarian Forint into Euros.

The Service Provider will basically differentiate the consideration resulting from the service contract (i.e. the Accommodation Service and the Supplementary Service Consideration) according to age for accommodation of 2 adults in the same room, as indicated in the offer.

**The Consideration consists of three parts:**

1. Price of accommodation service
2. Value of additional service
3. Amount of taxes (VAT and tourism tax)

Guarantee the use of the service

The guest is obliged to pay 50% of the price in advance to the service provider by bank transfer or online banking.

In the case of a special offer, non-refundable order, the full price of all services specified in the offer or confirmation accepted and confirmed by the guest, must be paid in advance by the guest to the service provider.

The Guest is obliged to pay the amount due to the Service Provider by one of the methods indicated in this clause prior to the reservation of the room, at the same time as the check-in.

In the offer, the service provider shall specify the price for the service, the statutory tax rates applicable at the time of the offer and the amount to be paid until the room is occupied.

The contracting parties are bound by the price set in the offer accepted and confirmed by the guest and cannot unilaterally change the price of the service.

The service provider is entitled to charge separate fees as follows:

Compulsory cleaning of the room when it is not being used for its intended purpose:

In the event that the guest or a person staying with the guest smokes in a non-smoking room or engages in activities in the Room that are incompatible with the Service and that significantly exceed the normal level of room cleaning,

The current rates for the mandatory cleaning service are available at the hotel reception and are considered an annex to the current GTC.

For excess use:

In the event that the guest and the person staying with him/her do not leave the room within the time limit, the service provider is entitled to charge the guest an additional fee for the continued use of the room, the amount of which is made available by the service provider at the reception and is considered an annex to the current GTC.

The Service Provider is free to change its advertised prices without prior notice, but the change does not affect the fees indicated in the confirmation and the Service Contract.

The current room rates are available on the hotel website.

Prices for Additional Services are available at the location where the Service is used, e.g. minibar prices in the Room.

The current prices of the services shall be considered as an integral part of the GTC in force and shall be interpreted together with the GTC.

The Service Provider shall issue an invoice for the consideration in accordance with the provisions of the legislation in force.

## **XVI. Complaints handling**

The guest or the person staying with the guest (hereinafter referred to as the "Complainant") may lodge a complaint verbally or in writing regarding

- the conduct, activity or omission of the provider or of any person acting in the provider's interest or for the provider's benefit
- occurred during the provision of the accommodation,
- the quality of a service or the lack of it,
- the quality of the room, the objects
- and any complaints about the quality of the hotel at the hotel reception desk on the day of departure at the latest.

Where to make a verbal complaint: the hotel reception,

Where and how to submit a written complaint: in writing to the hotel reception desk or to the hotel's postal address (3519 Miskolc, Iglói út 15.) or email address (recepcao@avalonresort.hu)

The Service Provider must investigate the verbal complaint immediately and remedy it as necessary.

If the guest or customer disagrees with the handling of the complaint, or if it is not possible to investigate the complaint immediately, the service provider shall immediately take a record of the complaint and its position and shall send a copy of the record to the following addressees

- in the case of a verbal complaint made in person, to the guest or user on the spot,
- in the case of an verbal complaint made by telephone or other electronic communications service, to the consumer at the latest at the same time as the substantive reply.

The business is obligated to mark any verbal complaints issued via phone or electronic communication services with a unique identification number.

The service provider is obliged to reply to the written complaint in writing within thirty days of receipt and to take measures to communicate the complaint. The service provider shall state the reasons for rejecting the complaint.

If the complaint is rejected, the service provider must inform the recipient in writing of the reasons for this and of the authority to which he or she may refer the complaint, depending on its nature, and of the other non-authoritative or judicial means of dispute resolution, together with the information necessary for the initiation of such proceedings or the use of such means of dispute resolution.

The business is allowed to disregard the investigation of previous, substantively answered complaints if the consumer issues the same complaint again, ie, the complaint contains no new information, as well as consumer complaints made by unidentifiable persons.

The service provider must keep a record of the complaint and a copy of the reply for three years and present it to the supervisory authorities at their request.

If the complaint is rejected, the complainant may initiate proceedings before an official or conciliation body, as follows:

The consumer protection authority verifies, apart from provisions on the conclusion, validity, effects and termination of contracts, compliance with legislation related to

- a) the distribution, supply of services,
- b) the protection of children and minors,
- c) the consumer group,
- d) complaint handling, customer service, employment of a consumer protection officer, and
- e) the business's duty to provide information pursuant to Paragraph (1a) of Article 17/A on the conciliation board and its duty to cooperate in the conciliation procedure as specified in Paragraph (11) of Article 29

The authority verifies compliance with the provisions of this Act and of the legislation implementing it, and will take action if the regulations contained therein are infringed upon.

The Consumer may lodge a complaint with the consumer protection authority.

Pursuant to Government Decree 387/2016 (XII. 2.) on the designation of the consumer protection authority, the district office or the district office of the county seat shall act in first instance in administrative authority matters, and the Pest County Government Office shall act in second instance in matters of national jurisdiction.

Contact details of the district offices: <http://jarasinfo.gov.hu>

In case of a complaint, the Consumer has the possibility to contact a conciliation body, the contact details of which can be found here:

	A	B	C
1	Name of the Conciliation Board	Conciliation Board seat	Area of jurisdiction
2	Budapest Conciliation Board	Budapest	Budapest
3	Baranya County Conciliation Board	Pécs	Baranya county, Somogy county, Tolna county
4	Borsod-Abaúj-Zemplén County Conciliation Board	Miskolc	Borsod-Abaúj-Zemplén county, Heves county, Nógrád county
5	Csongrád-Csanád County Conciliation Board	Szeged	Békés county, Bács-Kiskun county, Csongrád-Csanád county

6	Fejér county Conciliation Board	Székesfehérvár	Fejér county, Komárom-Esztergom county, Veszprém county
7	Győr-Moson-Sopron County Conciliation Board	Győr	Győr-Moson-Sopron county, Vas county, Zala county
8	Hajdú-Bihar County Conciliation Board	Debrecen	Jász-Nagykun-Szolnok county, Hajdú-Bihar county, Szabolcs-Szatmár-Bereg county
9	Pest County Conciliation Board	Budapest	Pest county

Budapest Conciliation Board (BBT) run by the Budapest Chamber of Commerce and Industry

Address: 1016 Budapest, Krisztina krt. 99.

Postal address: 1253 Budapest, Pf.: 10.

Baranya County Conciliation

Email: [info@baranyabekeltetes.hu](mailto:info@baranyabekeltetes.hu)

Phone: +36 72 507 154

Head office: 7625 Pécs, Majorossy I. u. 36.

Postal address: Baranya Vármegyei Békéltető Testület (Baranya County Conciliation Board),  
7625 Pécs, Majorossy I. u. 36.

Conciliation Board run by the Borsod-Abaúj-Zemplén County Chamber of Commerce and Industry

Head office: 3525 Miskolc, Szentpáli u. 1.

Postal address: 3501 Miskolc, Pf. 376.

Email: [bekeltetes@bokik.hu](mailto:bekeltetes@bokik.hu)

Csongrád-Csanád County Conciliation Board

Address: 6721 Szeged, Párizsi krt. 8-12.

Email: [bekelteto.testulet@cskik.hu](mailto:bekelteto.testulet@cskik.hu)

Fejér County Conciliation Board

Address: 8000 Székesfehérvár, Hosszúsétatér 4-6.

Email: [bekeltetes@fmkik.hu](mailto:bekeltetes@fmkik.hu)

The Conciliation Board of the Győr-Moson-Sopron County Chamber of Commerce and Industry

Address: 9021 Győr, Szent István út 10/A

Email: [bekelteto.testulet@gymismkik.hu](mailto:bekelteto.testulet@gymismkik.hu)

Hajdú-Bihar County Conciliation Board

Address: 4025 Debrecen, Vörösmarty u. 13-15.

Pest County Conciliation Board,

Address: 1055 Budapest, Balassi Bálint u. 25. 4.em.2.

Email: [pmbekelteto@pmkik.hu](mailto:pmbekelteto@pmkik.hu)

The conciliation board with jurisdiction is the board of the consumer's place of permanent or temporary residence.

The conciliation body is responsible for settling consumer disputes out of court.

The role of the conciliation body is to attempt to reach an agreement between the parties to resolve the consumer dispute and, if this is not successful, to rule on the case in order to ensure that consumer rights are enforced in a simple, quick, efficient and cost-effective manner.

The conciliation board holds the hearing online, without personal presence, by means of an electronic device that simultaneously transmits sound and images (hereinafter referred to as "online hearing").

If the consumer so requests, the conciliation board will hold a personal hearing.

The conciliation board's proceedings are initiated at the request of the consumer. The request must be submitted in writing to the chairman of the conciliation board.

At the request of the consumer or the Service Provider, the conciliation body shall advise on the rights and obligations of the consumer.

In the case of cross-border consumer disputes related to online sales or online service contracts, only the conciliation body attached to the Budapest Chamber of Commerce and Industry is competent to handle the procedure.

The Consumer may use the EU online dispute resolution platform in case of a complaint. Using the platform requires a simple registration on the European Commission system by clicking here.

After logging in, consumers can then submit their complaint via the online website: <http://ec.europa.eu/odr>

The service provider has a duty to cooperate in the conciliation procedure.

Within this framework, they must send their reply to the conciliation board and ensure the participation of a person authorized to negotiate a settlement at the hearing.

The representative of the business authorized to reach a settlement must attend the online hearing. If the consumer requests a face-to-face hearing, the representative of the business authorized to negotiate a settlement must attend the hearing at least online.

If the consumer does not go to a conciliation body or if the procedure has not been successful, the consumer has the right to go to court to have the dispute resolved.

## **XVII Liability for damages**

The Service Provider shall be liable for any damage caused to the guest due to the fault of the Service Provider's employees or persons acting on behalf of the Service Provider.

The liability of the service provider does not extend to damage caused by an unavoidable cause outside the control of the service provider's employees and guests, or caused by the guest himself.

The Service Provider is entitled to designate rooms in the hotel to which the guest is not entitled to enter, and the Service Provider shall not be liable for any damage that may occur in such rooms.

The service provider is liable for any damage resulting from possible defects in the hotel if the service provider has breached the rules on maintenance and/or has not acted as would normally be expected in the given situation in order to prevent damage. Compliance with the rules on maintenance and the fact that the service provider has acted in a way that can reasonably be expected in the given situation in order to prevent damage during maintenance shall be proven by the service provider in the event of doubt.

The liability of the service provider for damages other than breach of contract or damages caused by breach of contract is governed by the rules of the Civil Code.

The guest is obliged to report the damage to the service provider immediately after the damage is discovered and to provide the hotel with all the necessary information required to clarify the circumstances of the damage and to record any police report or police proceedings.

The guest is liable for any damage caused by the guest to the service provider or any other third party, regardless of whether the injured party has the right to claim compensation for his/her damage directly from the service provider.

In the event that it is discovered after the final departure of the guest that the guest has undoubtedly caused material damage to the service provider or to another guest or third party, the service provider is entitled to claim the amount of the damage from the guest.

In the event that, after the final departure of the guest, it is suspected that the guest has caused material damage to the service provider or to other guests or third parties, the service provider is obliged to initiate police proceedings against the guest in order to clarify the facts and is obliged to hand over all evidence in its possession to the competent authority.

The service provider is entitled to determine the extent of the damage caused by the guest.

If either of the contracting parties communicates data to the other party on a digital medium or via the Internet, it shall ensure that the data are safe, secure and virus-free by means of an appropriate virus protection device.

If either party fails to comply with this obligation and as a result damages any computer or system of the other party, the party in breach will be liable for all damages.

## **XVIII. Data processing**

The service provider will publish its privacy policy on its website.

## **XIX Confidentiality**

The Service Provider declares that all information and data obtained in connection with the Guest will be treated as confidential and will remain confidential for 10 years from the date of its disclosure. The protection of the data is otherwise ensured by the operation of the provisions of the Privacy and Data Protection Policy.

## **XX. Other provisions**

If these GTCs confer a right or obligation on the Service Provider, the holder, exerciser or performer of the obligation shall be, first and foremost, the Service Provider's employees holding at least a middle management position, for example Front Office Manager, Sales Manager, Operations Manager, Restaurant Manager, Entertainment Manager and only secondly the Service Provider's General Manager.

An employee holding such a position is obliged to investigate the circumstances of the case in detail and to exercise his/her rights and obligations on that basis.

If the guest does not agree with the decision of the above employee, he/she may lodge a complaint with the employee's superior, unless the GTC in force at the time lays down special rules for the settlement of the complaint.

If the service contract is concluded with the service provider by the persons using the service together as guests on the eligible side, these guests are considered to be jointly and severally liable in respect of the contract concluded.

If any provision of the Service Agreement and the GTC, which form an integral part of it, should be invalid in whole or in part, this shall not affect the validity of the remaining provisions.

By means of interpretation or addition, a regulation must be found which achieves the economic objective pursued by the invalid provision within the limits permitted by law.

Certain provisions of the Service Agreement and the GTC, and the Annexes thereto, wherever placed or communicated, shall be understood and applied by the Parties as part of the agreement between the Parties and in accordance with their actual content.

The Service Provider is entitled to modify, at any time and unilaterally, the information, promotions, offers and discounts for the provision of various types of accommodation services and additional services, as well as the relevant policy, in the same way as the unilateral modification of the GTC, provided that such modifications shall not affect the content of the service contracts already concluded.

The Service Provider reserves the right to amend these GTC to bring them into line with the legal background and other internal regulations that may be amended in the meantime.

The GTC and any amendments thereto shall enter into force upon publication.

During the term of the service contract and the GTC, the parties shall act in their activities with due regard for the rights and interests of the other party, without hindering or impeding the other party's operations, and shall make every effort to resolve any disputes arising in connection with the service contract by amicable means.

With regard to matters not regulated herein, the Hungarian laws and regulations in force at the time and the provisions of the Civil Code shall apply to the activities of the Service Provider without any special stipulation.

The Service Provider has made all reasonable efforts to ensure that all information on the website is accurate at the time of uploading.

However, the Service Provider does not assume any responsibility or warranty, express or implied, for the information provided through the website and reserves the right to make changes and corrections, or to discontinue the website or the information provided on it, in whole or in part, at any time without notice.

The Service Provider shall not be liable for any inaccuracies or omissions in the website. The offers are not legally binding and do not constitute any form of obligation for the Service Provider. Any decision based on the information contained on the website is the sole responsibility of the User.

The Service Provider shall not be liable for any loss or damage of any kind arising from access to, or failure to access or use, the website or any information contained therein.

The Service Provider shall not be liable for any content created, transmitted, stored, made available or published by third parties to which the Service Provider's website is linked or referred to.

The Service Provider does not guarantee that access to the website will be uninterrupted or error-free. The Service Provider shall not be liable for any damages, losses, costs arising from the use of the website, its unusability, malfunction, failure, unauthorized alteration of data by anyone, or resulting from delays in the transmission of information, computer viruses, line or system failures, or other similar causes.

The Service Provider shall treat all information concerning the person, data and business relations of its customers, partners and other clients as trade secrets. Only the data provider concerned may grant an exemption from the treatment as a business secret. The Service Provider shall treat all data transmitted to it via the Internet with the same protection as if they had been made available to it by other means.

## **Copyright**

The Service Provider's website, all visual, audio and textual content and their arrangement, in particular names, logos and graphics, information, analyses and other information material are protected by copyright.

Any use of the content of this website, in whole or in part, in any form whatsoever, in particular reproduction, transfer, distribution, adaptation or storage, other than for personal use, is only permitted with the express written permission of the Service Provider.

The entire content of this website is owned or controlled by the Service Provider. The content of the website is protected by copyright. Unless otherwise provided for in Act LXXVI of 1999 on Copyright, no part of the website may be copied or published without the prior written consent of the Service Provider.

For personal use, the storage on a computer or printing of extracts from the website is permitted. The sender is solely responsible for the content of messages uploaded to the website or sent to the Service Provider and for the truthfulness and accuracy of the information contained therein. The website is a service provided to visitors. The Service Provider reserves the right to modify or add to the content of the website at any time without notice and without giving any reason. Any use of the website that deviates from or violates the terms and conditions of the Service Provider as detailed above may result in copyright, civil and criminal penalties. The Service Provider will take action against any infringement of which it becomes aware.

Should any term of the legal notice be considered invalid under the applicable law, this shall not affect the validity of the other terms.