

Villa Garda Tihany General Terms and Conditions (GTC)

1. General Provisions

1.1. The Hotel General Terms and Conditions (hereinafter referred to as: "GTC") summarize the contractual contents based on which **Bartha Elektra – Villa Garda Tihany** (8237 Tihany, Felsőóvári utca 9-11. hrsz. 05/96 és 05/97., hereinafter referred to as: the "Service Provider") generally concludes accommodation agreements with its Guests.

1.2. Individual conditions are not part of these GTC, however, the possibility of concluding special agreements with travel agents or travel organisers with conditions matching the given business is not excluded.

2. Contracting Parties

2.1. The Guest uses the services provided by the Service Provider. If the Guest sends his or her order in respect of the services directly to the Service Provider, the Guest shall be regarded as a contracting party. If the conditions are met, the Service Provider and the Guest shall become the contracting parties (hereinafter referred to as: the "Contracting Parties").

2.2. If the order in respect of the services is being made to the Service Provider by a third party entrusted by the Guest (hereinafter referred to as: the "Agent") the conditions for the cooperation are regulated in the agreement between the Service Provider and the Agent. In this case the Service Provider is not obliged to check whether the representation of the Guest by the third party is lawful or not.

3. Way and Conditions of Using the Services

3.1. As a reply to the Guest's oral or written call for an offer the Service Provider sends a written offer in every case. The Service Provider shall be free from its undertakings made in the offer if it does not receive any precise order within 48 hours from sending it.

3.2. The agreement is exclusively regarded as concluded if the booking made by the Guest in writing is confirmed by the Service Provider also in writing; the so concluded agreement shall be regarded as a written agreement.

3.3. Oral bookings, agreements, modifications or their oral confirmation by the Service Provider are not regarded as an agreement.

3.4. The accommodation agreement shall be concluded for a limited period of time.

3.5. If the Guest definitively leaves the room before the end of the agreed term, the Service Provider shall be entitled to claim the contractual price for the entire term. The Service Provider is entitled to re-sell the room left before the end of the term.

3.6. If the Guest does not take any of the other services ordered with the accommodation, the Service Provider will not make a refund or deduction.

3.7. The extension of the accommodation term initiated by the Guest is subject to the Service Provider's prior consent. In this case the Service Provider may set as a condition that the already provided services are paid.

3.8. Guests may only access their room after having identified themselves according to applicable laws; this obligation is a condition to use the accommodation services. Nobody is entitled to stay at the hotel without being registered.

3.9. The agreement may only be modified and/or amended by a written agreement signed by the Parties.

4. Check-in and Check-out

4.1. The Guest is entitled to occupy the booked premises on the agreed day after 15:00 o'clock.

4.2. If the Guest does not show up on the agreed day until 18:00 o'clock, the Service Provider shall be entitled to step back from the agreement, except if the parties agreed in a later arrival time.

4.3. If the Guest paid advance money, the room(s) remain(s) reserved until 12:00 o'clock of the next day latest.

4.4. The Guest shall leave the room until 11:00 o'clock of the check-out day.

4.5. Depending on the hotel's occupancy rate, earlier arrival or later departure is possible for a certain charge.

5. Extension of the Accommodation Term

5.1. The extension of the accommodation term initiated by the Guest is subject to the Service Provider's prior consent.

5.2. If the Guest fails to empty his or her room until 11:30 of the day marked on the check-in day as the day of departure and the Service Provider did not provide its prior consent to the extension of the accommodation term, the Service Provider shall be entitled to charge to the Guest one extra day and its obligation to provide services shall end at the same time.

6. Prices

6.1. The Service Provider's actual list prices are published on the its webpage (villagardabalaton.eu). The Service Provider may change its published prices (because of package prices or other discounts) without prior notice. If a booking made by the Guest is confirmed by the Service Provider in writing, the Service Provider is not entitled to change the agreed price.

6.2. The published prices do not include the Tourism tax, which due on the spot. Surcharges because of any amendment of tax laws in force (VAT, tourism tax) are being invoiced to the Contracting Party after a prior notification.

6.3. Prices and discounts published on the Service Provider's web page are always applied for individual reservations.

6.4. Published discounts may not be combined with other discounts.

6.5. In case of booking any products bound to special conditions, group bookings or events, the Service Provider determines conditions set forth in an individual agreement.

7. Cancellation Conditions

7.1. In case the Hotel did not determine other conditions in its offer, the following conditions prevail for cancellation and modifications:

- in case of a cancellation within 21 days prior to the confirmed arrival day the penalty shall be 100% of the advance money,

- If the Contracting Party is a business organisation (including business companies, social organisations, churches, local governments, local government-operated institutions, governmental organisations and their institutions, etc.), the penalty shall be paid by the Contracting party/Client also if the accommodation would have been paid directly by the Guest proceeding on behalf of the Client.

7.2. If the Contracting Party secured the service by providing advance money and does not arrive on the arrival day (and no written cancellation exists), the Service Provider may use the entire amount of the advance money determined in the agreement as penalty. In this case the Service Provider reserves the accommodation for the Contracting Party until 12:00 o'clock of the day following the arrival day; the Service Provider's service obligation ends at this point.

7.3. If the Contracting Party did not secure the services by way of advance money the Service Provider's service obligation ends on the arrival day at 19:00 o'clock local time.

8. Payment Method, Guarantee

8.1. The price of the booked services may be paid on the spot in cash (in HUF or EUR), or by way of money transfer.

8.2. In case of money transfer (if the agreement concluded with the Service Provider does not dispose different) the Guest must transfer the price of the booked services to the Service Provider's bank account before the agreed arrival day so that the amount is credited to the Service Provider until the arrival day or the Guest must justify by way of an irrevocable declaration issued by his or her bank that the respective amount was truly transferred.

9. Refusal of Fulfilment of the Agreement, End of the Service Obligation

9.1. The Service Provider is entitled to immediately terminate the accommodation agreement and so to refuse to provide its services if

- the Guest does not use the room or premises provided to him/her properly;
- the Guest fails to empty his or her room until 11:30 of the day marked on the check-in day as the day of departure and the Service Provider did not provide its prior consent to the extension of the accommodation term;
- the Guest acts against the security or order of the Service Provider, if his or her behaviour with the staff is objectionable or rude, if he or she is under the influence of alcohol or drugs or if he or she threatens or offends others or if his or her behaviour is unacceptable in any other way;
- the Guest suffers from any infective disease;
- the Contracting Party fails to comply with his or her obligation to pay advance money until the determined deadline.

9.2. If the agreement between the Parties is not carried out because of force majeure, the agreement shall terminate.

10. Accommodation Guarantee

10.1. If the Service Provider's Hotel is not able to secure the services determined in the agreement because of its own fault (e.g. overload, provisional operation problems, etc.), the Service Provider shall provide an accommodation for the Guest immediately.

10.2. The Service Provider is obliged to provide the services listed in the agreement for the price confirmed and for the term agreed therein – or until the termination of the hindrance – at another accommodation site of the same level or higher. Any extra cost in respect of such replacement accommodation is borne by the Service provider.

10.3. If the Service Provider completely fulfils its obligations in this respect, and if the Guest accepts the offered replacement accommodations, the Contracting Party may not have any subsequent demands for damages.

11. Guest Rights

11.1. By concluding the accommodation agreement the Guest is entitled to the normal use of the leased premises and of the installations of the accommodation site accessible for the guests without any special conditions.

11.2. The Guest may file a complaint during his or her stay at the accommodation site, in respect of the services provided by the Service Provider. The Service Provider undertakes to manage written complaints verifiably forwarded to it (or logged by itself) within this period.

12. Guest Obligations

12.1. Payment of the agreed price is due until the deadline determined in the booking confirmation or at the termination of the accommodation agreement.

12.2. Before using any electronic device brought into the premises by Guests and are not usually required for travel, one must ask for the approval of the Service Provider.

12.3. The Hotel's Guests may park in our uncovered and unguarded parking place for free of charge. The Service Provider waives its liability for any damage (i.a. breaking of the vehicle and theft of anything left in it; car theft; damages caused by forces of nature) occurred in vehicles parked in the parking area or valuables left in such vehicles. The Service Provider is not liable for valuables left in the rooms or on the premises.

12.4. Please throw garbage into dust bins placed in the premises and in the rooms of the Hotel.

12.5. It is forbidden to move furniture or to take it outside the rooms or the building.

12.6. The use of indoor and outdoor appliances, equipments and especially the pool and the pool area shall be used at the Guests' own risk. It is the Guest responsibly to properly use of all equipment, appliances and facilities on the premises. Service Provider shall waive all responsibility for any accident and damages caused by the use of any appliances, equipments and the pool and pool area placed on the premises.

12.7. The facility is a non smoking area. It is strictly forbidden to smoke in any of the indoor areas, including but not limited to guest rooms. Service Provider's staff members are entitled to warn guests and any other person in the premises to comply with this legal provision and to instruct them to

terminate unlawful conduct.

12.8. In case of fire please notify the representative or the Service Provider immediately.

12.9. Guests using rooms or public devices or equipment together are unanimously liable for any damage occurred from improper use.

12.10. The Guest shall see that any child under the age of 14 for whom he or she is liable shall stay under his or her supervision in the premises.

12.11. Service Provider's written approval and respective official authorisations procured by the Guest are required to use fireworks brought by the Guest or to any other activity subject to authorisation.

12.12. Guests must report suffered damages immediately to the Service Provider and provide all necessary information and data required to clarify the circumstances of the occurred damage or for the police report or for the police procedure.

13. Guests Travelling with Pets

13.1. Pets (dogs & cats) may not be brought into the premises.

14. Rights of the Service Provider

14.1. If the Guest should fail to fulfil his or her payment obligation in respect of penalty-bound services booked in the agreement but not used, the Service Provider shall have a lien on all his or her personal belongings brought inside the Hotel in order to secure the Service Provider's claims.

15. The Service Provider's Obligations

15.1. The Service Provider has to provide the booked accommodation.

15.2. The Service Provider has to check the written complaints of the Guest and to take necessary actions to solve the problem; such actions have to be logged in writing.

16. The Guest's illness or death

16.1. If during the Guest becomes ill during his or her stay at the Hotel and is not able to look after himself or herself, the Hotel offers him or her medical attention.

16.2. In case the Guest passes away, the Service Provider claims the costs from the dead person's relative, heir or the one paying his or her invoice; such costs may be eventual medical and procedure costs, provided services prior to the date of death and eventual damages in equipment or related to illness/death.

17. Security of Managed Data

17.1. The User is responsible for the authenticity of provided personal data.

17.2. The Service Provider protects the data particularly from unauthorised access, modification, forwarding, disclosure, erasure or destruction and from accidental destruction or damage.

17.3. The Service Provider cooperates in protecting the data with the server operators.

17.4. Only the data manager's staff members may access personal data provided by the User. Personal data are not forwarded by the data manager to any third party except the ones named.

17.5. The Service Provider does not provide any personal data to third parties except if the respective person provides his or her expressed consent thereto.

17.6. The User acknowledges that based on applicable laws the Service Provider is obliged to forward personal data to the requesting authorities if legal requirements are met. Users may not file a complaint against data provisions based on laws or decisions of the authorities or courts.

18. The Service Provider's Liability for Damages

18.1. The Service Provider's liability does not cover damages occurred because of any external unavoidable reason not attributable to the Service Provider's staff or its Guests or if caused by the Guest himself or herself.

18.2. The Service Provider may determine areas in the Hotel not accessible for Guests. The Service Provider is not liable for any eventual damage or injury of the Guest occurred in such areas.

18.3. The Service Provider is not liable for damages arisen from improper use.

18.4. The Service Provider is also free from its liability for damages if access to the Service Provider's pool area is restricted or not allowed because of extra maintenance works or maintenance works in order to comply with health recommendations.

19. Confidentiality

19.1. When fulfilling the agreement the Service Provider shall comply with the provisions of the act on the protection of personal data and the disclosure of data of public interest.

20. Force Majeure

20.1. Events (e.g. wars, fires, floods, extraordinary weather, electricity shortages and strikes) not able to be controlled by the Parties (force majeure) free any Party from his, her or its contractual obligations until the respective event or circumstance exists.

21. Place of Fulfilment, Applicable Law and Proceeding Court

21.1. The Place of Fulfilment is the place where the Service Provider providing the accommodation is located.

21.2. Regarding all disputes related to the accommodation agreement the competent court with jurisdiction for the Service Provider shall proceed.

21.3. The provisions of Hungarian Law shall be applicable for the legal relationship between the Service Provider and the Guest.

22. Data of Visitors of our Homepage

22.1. When visiting the website operated by the Service Provider neither the User's IP address nor

other personal data is registered. You are free to browse the website without having to provide your name. The Service Provider uses the anonym online visit exclusively for statistical purposes, to optimise its online appearance and to increase system security; registered data do not contain any personal data.

22.2. The Service Provider manages all data related to Users confidentially and uses them exclusively for its researches and to set up statistics.

22.3. The Service Provider is not liable for its old websites already deleted but archived by online search engines. These must be deleted by the manager of the respective search engine.

23. Declaration on Data Protection

23.1. When performing its activities the Service Provider regards the security of personal data as top priority. It always manages personal data provided to it in full compliance with applicable laws, looks after their security and it undertakes the technical and organisational measures and sets up the rules of procedure required to comply with applicable laws.

In accordance with the Act on Data Security the Service Provider uses User data only for its purposes of concluding agreements, invoicing and advertising.

IN CASE OF CONCLUDING AN ACCOMMODATION AGREEMENT YOU DECLARE TO HAVE READ AND UNDERSTOOD THE ABOVE CONDITIONS AND RULES AND AGREE WITH THEM. THESE GTC ARE SUBJECT TO FUTURE CHANGE.

May 1st, 2018.

Valid until withdrawal.