

Accommodation General Terms and Conditions (GTC)

1. General Provisions

1.1. The Accommodation General Terms and Conditions (hereinafter referred to as: "GTC") summarize the contractual contents based on which Andi-ház guest house (4200 Hajduszoboszló, 48-50 Banomkerti street) (hereinafter referred to as: the "Service Provider"), concludes an accommodation agreement 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.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.

3.7.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 Accommodation without being registered.

3.8.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 2.00 pm. 4.2.If the Guest does not show up on the agreed day until 8.00 pm, 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 10.00 am of the next day latest

4.4.The Guest shall leave the room until 10.00 am the check-out day.

4.5.Guests should call the Accommodation if their arrival is delayed. In this case, the service provider keeps the reservation.

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 10.30 am 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 actual list prices of the Accommodation are placed near the main entrance of the accommodation.

6.2.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. The Service Provider's actual prices are accessible on the website of the Accommodation.

6.3.The Guest may always receive information about actual service prices by telephoning or emailing the Accommodation.

6.4. When providing information about the prices, the Service Provider also marks the amount of tax (VAT, tourism tax) included in the price prescribed by law and applicable on the day of providing the offer. Published prices include VAT prescribed by law but do not include tourism tax which is 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.

7. Offers & Discounts

7.1. Actual offers and discounts are published on the website of the Accommodation. Published discounts apply always for individual bookings.

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

7.3. 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.

8. Discounts for Children

8.1. We offer the following discounts for children in case they are accommodated in the same room as their parents

- Sharing the bed with parents without using any extra beds: 100%
- from 0 to 6 years: 100% from the price of extra bed
- from 6 to 12 years: 50% discount from the price of the extra bed
- from 12 to 18 years: the price of the extra bed is charged

8.2. Placing an extra bed is only possible in selected types of rooms.

8.3. In case extra beds are required, such demand shall be indicated at the time of booking the room(s).

9. Cancellation Conditions

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

- in case of a cancellation within 48 hours prior to the confirmed arrival day the penalty shall be 50% of the accommodation price for one night,
- in case of a cancellation within 24 hours prior to the confirmed arrival day the penalty shall be 100% of the accommodation price for one night

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.

9.2.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 10 am the day following the arrival day; the Service Provider's service obligation ends at this point.

9.3.If the Contracting Party did not secure the services by way of deposit or any other way determined in the agreement, the Service Provider's service obligation ends on the arrival day at 8.00 pm local time.

10. Payment Method, Guarantee

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

10.2. 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 Accommodation's bank account before the agreed arrival day so that the amount is credited to the Accommodation 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.

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

11.1. 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 or her properly;
- the Guest fails to empty his or her room until 10.30 am 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 accommodation, 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.

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

12. Accommodation Guarantee

12.1. If the accommodation of the Service Provider 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.

12.2. 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.

12.3. 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

13. Guest Rights

13.1. 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 and also to be served in the opening hours

13.2. 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.

14. Guest Obligations

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

14.2. Guests are allowed to bring food, drinks, beverages to the premises of the accommodation but they have to consume them in the dining area, terrace or garden. Watermelons are not allowed in rooms! Guests can eat their watermelons in the dining area, terrace or garden.

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

14.4. The Guests may park in the closed driveway of the accommodation called parking place for free of charge but it is not guarded and the accommodation does not take any responsibility for any valuables left in the vehicle.

14.5. In the parking place please park and drive carefully without blocking the other vehicles.

14.6. Please throw garbage into dust bins placed in the premises and in the rooms of the accommodation. Please put your sanitary products or nappies in the bags provided and put it in the bin. Do not flush them in the toilet. It is forbidden to move furniture or to take it outside the rooms or the building. It is forbidden to take the towels out of the accommodation premises.

In case of damages caused by abusing behaviour of the guest, the host can ask the guest to pay for the damage or the lost item. The host is entitled to make an assessment of the room when the guest leaves the accommodation and register any damages or or lost items of the room and ask for compensation. Please find the list of fees in Annex 1 of the GTC.

14.7. Guests may use devices or equipment placed in the accommodation at their own risk and shall strictly follow the posted Instructions of Use.

14.8. According to Act XLII of 1999 on the protection of non-smokers, from 01.01.2012 the Accommodation is non-smoker area. Therefore it is forbidden to smoke in the accommodation's closed areas (including guest rooms), public space and in all open-air areas (including terraces, balconies, parking areas, etc.). The Accommodation placed the signs calling your attention on complying with this legal provision in places prescribed by law. Accommodation representatives are entitled to warn guests and any other person in the Accommodation to comply with this legal provision and to instruct them to terminate unlawful conduct. Guests and other persons in Accommodation areas shall comply with legal provisions and follow the staff's instructions in this respect. If based on the respective legal provisions the competent authority fines the Accommodation because of the unlawful conduct of any guest or other person in the Accommodation, the Service Provider reserves its right to invoice the amount of such fine to the violating person and to claim the amount of the fine from him or her.

In case of smoking inside the room the Service Provider is entitled to charge to the Guest an extra cleaning fee of HUF 10.000.

14.9. In case of fire please notify the representative of the Service Provider immediately. In case of fire or other alarm Guests are obliged to leave the rooms and public areas of the Accommodation according to the instructions in the Guest book.

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

14.11. The 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.

14.12. 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 accommodation of the Service Provider.

14.13. 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.

14.14. Guests expressly acknowledge that outside the accommodation building including the parking areas, a camera system is operational; the recorded videos are deleted often.

14.15. The Guest (and his or her visitors and others travelling together with the Guest) has to use the accommodation site and its close environment properly and without disturbing other guests and visitors.

14.16. The Guest has to hand over the room key to the representative of the accommodation when checking out. If he or she fails to do so or if the key is lost or destroyed, the Service Provider is entitled to invoice a compensation fee which has to be paid by the Guest at check-out. The Guest can use the room key to access his or her room until 10.30 am of the check-out day.

15. Guests Travelling with Pets

15.1. Pets are not allowed in our accommodation.

16. Rights of the Service Provider

16.1. 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 into the Accommodation in order to secure the accommodation's claims.

16.2. The Accommodation can be only occupied by the guests leasing the rooms.

16.3. The representative of the accommodation is entitled to control the traffic within the parking area if necessary.

16.4. If the Guest should fail to fulfil his or her payment obligation in respect of penalty-bound (chargeable) services booked in the agreement but not used, the Service Provider shall have a lien on all his or her personal belongings brought into the Accommodation according to the rules of the Civil Code in order to secure the Accommodation's claims. For this kind of lien the rules on the lessor's lien shall prevail accordingly. As long as the lien of the Service Provider exists, it is entitled to withhold pledged assets. If the pledged asset is the vehicle owned by the Guest, only the asset itself may be withheld and the Guest's or his or her passengers' mobility shall not be restricted under no circumstances. The people may leave the Accommodation without any further restriction.

17. The Service Provider's Obligations

17.1. The Service Provider has to provide the booked accommodation and other services according to applicable regulations and service standards.

17.2. 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.

17.3. In order to ensure the guests' calm, it is forbidden to be noisy (e.g. watching television at a disturbing sound volume, listening to loud music in the hall, etc) in the house, garden and on the terraces after 22:00 o'clock.

18. The Guest's illness or Death

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

18.2. 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.

19. Security of Managed Data

19.1. If you wish to subscribe to our Newsletter on our homepage, you have to provide your name and e-mail address. By subscribing to the Newsletter the User agrees that we manage provided user data. The Service Provider manages the data until the respective person pleads for their deletion.

19.2. Unsubscribing is possible by asking it in writing.

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

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

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

19.6. 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.

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

19.8. 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.

20. The Service Provider's Liability for Damages

20.1. The Service Provider does not take under liability for any damage suffered by the Guest because of loss, damage or destruction of his or her belongings; except if this request was entered in a special agreement between the Guest and the Service Provider.

20.2. 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

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

20.4. The Service Provider is only liable for the loss of valuables, stocks and cash if it expressly took over these kinds of belongings to safeguard them, or if it expressly denied safeguarding them or if the damage occurred from a reason for which it is liable according to the general provisions. In this respect the Guest shall be the one providing the evidence.

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

20.6. 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.

21. Confidentiality

21.1. 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.

22. Force Majeure

22.1. Events (e.g. wars, fires, floods, extraordinary weather, electricity shortages, burst pipes 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.

23. Place of Fulfilment, Applicable Law and Proceeding Court

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

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

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

24. Data of Visitors of our Homepage

24.1. 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 on-line visit exclusively for statistical purposes,

to optimise its on-line appearance and to increase system security; registered data do not contain any personal data.

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

24.3. 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.

25. Newsletter

25.1. The Service Provider may send up to several Newsletters and direct marketing messages (hereinafter referred to as: “Newsletter”) per month to persons subscribed to Newsletters with news, information and offers.

26. Declaration on Data Protection

26.1. 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. The GTC are subject to eventual amendments in the future; such amendments are published on the webpage of the accommodation and the actual valid GTC are always accessible at the dining area.

2016

ANNEX 1

List of payable fees in case of removal of the item from the accommodation or damage caused by abusing behaviour of the guest

Bed :	150000 HUF
Mattress:	60000 HUF
Bedding, covers, blanket	5000 HUF/ each
Lightning:	3000 HUF
Wardrobe:	50000 HUF
Desk:	50000 HUF
Chair:	15000 HUF
Water kettle:	3000 HUF
Television:	45000 HUF
Tray:	1000 HUF
Door and window	80000 HUF
Shower, Toilet, Basin	60000 HUF/each
Mirror	10000 HUF
Mini fridge	30000 HUF
Air Condition	100000 HUF
Remote Controls (each)	15000 HUF
Towel 70x140 cm	4000 HUF
50x100 cm	2000 HUF
40x60 cm	1500 HUF
Lost key	15000 HUF

In case of removing or damage caused by abusing behaviour of the guests in the communal areas of the accommodation the following fees are payable:

Table:	20000 HUF
Chair:	15000 HUF
Fridge, Dishwasher	80000 HUF
Kitchen unit	600000 HUF
Door, Window	80000 HUF/each
Banister or handrail	300000 HUF
Toilet, Wash basin	60000 HUF

If the damaged item is not on this list the host will register the damage and decide the fee depending on the actual market price of the damaged or lost item.