

Petit Bois Fűred

GENERAL TERMS AND CONDITIONS

In force from 1 October 2025

I. Introduction

The operator of Petit Bois Fűred (hereinafter referred to as Petit Bois) hereby draws the attention of all its visitors to the fact that if you wish to become a consumer, you should carefully read the General Terms and Conditions (hereinafter referred to as the GT&C) and the Privacy and Data Protection Policy in force at the time and only order our services if you agree with all the points of the GT&C and consider them binding on you and if you have understood and accepted the Privacy and Data Protection Policy.

Welcome our dear Guest, we wish you a good rest, a pleasant relaxation and an experience-rich recreation!

All of our hotel staff do their best to achieve these goals, but the cooperation of our guests is essential. To this end, we consider it necessary to respect and comply with the standards set out below.

II. Definition of terms

The terms and concepts used in the GT&C shall have the following meanings:

Provider: Petit Bois Kft..

Head office: 1151 Budapest, Mogyoród útja 12-14.

Address of service: 8230 Balatonfűred, Táncsics M. u. 7.

Company registration number: 01 09 422 190

Tax number: 32401431-2-42

Website: www.petitbois.hu

E-mail: info@petitbois.hu

Guest: the party who concludes the Service Contract with the Service Provider, who is in practice a natural person using the Provider's Services, and who does not fall under the definition of a Co-Resident with the Guest.

Person(s) Staying with the Guest or Person(s) Staying with the Guest: the person(s) arriving with the Guest and staying in the Room with the Guest, who uses the Accommodation Service and/or the Additional Service(s) together with the Guest. In accordance with the hotel's business policy, it only accepts persons over the age of 14.

Payer: the natural or legal person, or a business association without legal personality, who pays the Provider the Consideration due to the Provider for the use of the Service. The Payer may be the Guest, the Person Staying with the Guest or a third party.

Parties: Guest or Payer, and the Service Provider.

Consideration or Price or fee: the fee, expressed in money, due to the Service Provider for the use of the Service, which the Guest or the Payer is obliged to pay.

Consideration Part: a specific part of the Consideration.

Pre-authorisation: A bank card authorization operation that is not directly followed by the execution of a financial transaction. This authorization is made for the expected amount of the transaction, up to which the balance of the bank or credit account is blocked, the blocking does not constitute a charge, but is only intended to ensure coverage of the actual amount of the transaction. It exists for a period determined by the issuing bank, but at the latest until the completion of the transaction settlement phase (until the actual amount of the transaction is debited), or until the transaction fails, which time may be individual and different based on the individual regulations of the credit institutions providing bank cards.

Additional Service: other services provided by the Service Provider to its Guests for the purpose of meaningful leisure time, maintaining health, and improving 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 Room minibar, massage and/or body treatment, etc.). The Service Provider publishes the scope and the Countervalue of the various types of Additional Services that can be used by the Guests in a given period on the website, or, at the request of the Guest(s), informs the Guest(s) separately before or during the provision of the Accommodation Service - depending on when the need for the Additional Service(s) arises - but in any case before use. The scope of the Additional Services varies or may change at different times of the year.

Accommodation Service: the provision of accommodation in the Hotel for the purpose of a non-permanent stay, including overnight stays and rest, and the provision of other services directly related to the provision of this accommodation, such as restaurant services such as breakfast or half-board, which are not included in the Additional Services.

Room: a single or double room in the Hotel. The types of rooms available at all times can be found on the website.

Hotel: Petit Bois Füred

Service: the summary name of the Accommodation Service and the Additional Service(s).

Website: www.petitbois.hu

Bank card: a means of payment that replaces cash, which a bank may issue to its customers who have an account with it. The term bank card also includes credit cards and debit cards. The list of bank cards accepted by the Service Provider can be found on its Website and at the Hotel reception.

III. Governing legislation

The following is a non-exclusive list of laws that may or may not be specifically named in the GT&C, but that govern the legal relationship between the Service Provider and the Guest:

- Act V of 2013 on the Civil Code (hereinafter referred to as the : Civil Code),
- Act CLXIV of 2005 on Trade (hereinafter referred to as the Trade Act),

- Act LXXVI of 2009 on the General Rules for the Commencement and Pursuit of Service Activities (hereinafter referred to as the "Services Act"),
- Act CLV of 1997 on Consumer Protection (hereinafter referred to as: Consumer Protection Act),
- Act XLVII of 2008 on the Prohibition of Unfair Commercial Practices against Consumers (hereinafter referred to as the Act on the Prohibition of Unfair Commercial Practices),
- Act CXII of 2011 on the Right to Informational Self-Determination and Freedom of Information (hereinafter referred to as the Info Act),
- Act C of 1990 on Local Taxes (hereinafter referred to as the Local Tax Act),
- Government Decree 239/2009. (X.20.) on the detailed conditions for the provision of accommodation services and the procedure for issuing accommodation operating permits (hereinafter referred to as the Government Decree on Accommodation Services),
- Regulation (EU) 2016/679 of the European Parliament and of the Council on the protection of natural persons with regard to the processing of personal data and on the flow of such data,
- Act CLVI of 2016 on State Tasks for the Development of Tourist Areas,
- furthermore, in addition to the above, all applicable laws and regulations relating to the economic activity carried out by the Service Provider and the legal relationship between the Parties.

IV. Scope and amendment of these GT&C

These **GT&C** will be published on October 1, 2025 and will remain in effect until amended.

The personal scope of these GT&C extends to the Service Provider, the Guest and/or the Payer, as well as the Person(s) Staying with the Guest.

The Guest and the Payer acknowledge that, pursuant to Section 6:191 (4) of the Civil Code, the Service Provider is entitled to unilaterally amend the provisions of these GT&C with future effect, in which case it will inform the data subjects about the fact and content of the amendment by publishing it on the website, with the proviso that the scope of the amendment does not extend to the provisions of Service Contracts concluded prior to the amendment but not yet terminated.

V. General Terms and Conditions

1. Establishment of the Service Agreement

The Service Agreement between the Service Provider and the Guest and/or the Payer can be concluded in different forms:

- If the Service Agreement is concluded verbally, it is concluded when the offer of one Party (hereinafter referred to as the Offer) is accepted verbally by the other Party – even by telephone. The verbal Offer must be accepted immediately, otherwise the Service Agreement will not be concluded. In all cases, the Service Provider will send a written

confirmation (hereinafter referred to as the Confirmation) of the acceptance of the verbal Offer to the Guest, who is obliged to confirm this Confirmation within 24 hours. If this confirmation is not made, this shall be a condition for terminating the Service Agreement, unless otherwise agreed by the parties.

- If the Service Agreement is concluded in writing, for example by e-mail, it is concluded if the Guest accepts the Service Provider's written Offer to establish a Service Agreement in writing, or if the Guest accepts the Service Provider's written Offer to establish a Service Agreement orally, and the Service Provider sends a written confirmation of the Guest's acceptance to the Guest.
- Holiday and other offers, promotions and discounts published on the Service Provider's website and available at the Hotel's reception shall be considered an offer, even if it is not an individual offer addressed to the Guest.

Upon the conclusion of the Service Agreement, the provisions of these GT&C are expressly accepted by the Guest and/or the Payer and shall enter into force as part of the Service Agreement and remain in effect for the entire duration of the Service Agreement.

The Service Provider shall specify other services directly related to the provision of accommodation (e.g. breakfast, half board, etc.) in its Offer. If there are Additional Services that can be ordered by the Guest, it shall inform the Guests about their conditions in its Offer.

The Guest may also request a personalized, individual Offer from the Service Provider in writing or verbally.

If the Guest wishes to accept the Service Provider's Offer with different content, it shall be considered an Invitation to Offer, and the Service Provider shall be entitled to send a new Offer or accept the Invitation to Offer.

In the event of a clear and recognizable administrative error (e.g. a significant difference between the price included in the Offer and the realistic and market price that is recognizable by anyone; e.g. incorrect pricing for a given room type differs by 25% from the realistic, market price, or the offer for a given room type includes a service that cannot be provided in the given room type), the Offer is considered null and void, and the Guest is obliged to notify the Service Provider if he experiences such a circumstance. The above provision applies to all phases of communication between the Parties regarding the Offer (issuance of the Offer, confirmation, etc.).

If the Service Provider sends a confirmation with content different from the one accepted by the Guest - including in the case of a possible minor administrative error -, it shall be considered a new Offer, which the Guest shall be entitled to accept or reject. If the Guest accepts the Confirmation considered as a new Offer, the Service Provider shall confirm it to the Guest in writing.

In practice and in general, the content of the Service Agreement can be found in the Offer sent by the Service Provider or available on the website or at the Hotel reception, the relevant order and Confirmation, and the GT&C.

An exception to this is if the Contracting Parties conclude a Service Agreement with each other for a separately named service.

The minimum content conditions of the simplified Service Agreement are contained in these GT&C.

If a dispute arises between the Contracting Parties regarding the formation and/or content of the Service Agreement, as well as the termination of the Service Agreement with or without performance in accordance with the contract, the formation and/or content of the Service Agreement, as well as the termination of the Service Agreement with or without performance in accordance with the contract, shall be verified and proven in the event of a legal dispute by the Contracting Party who refers to the formation and/or specific content of the Service Agreement, as well as the termination of the Service Agreement with or without performance in accordance with the contract, regardless of whether it was established verbally or in writing (including by e-mail).

If the Parties conclude an individual Service Agreement contained in a separate document (hereinafter: Individual Service Agreement), the provisions of the GT&C shall also be considered as governing the legal relationship between them, provided that in the event of any discrepancies or contradictions, the provisions of the Individual Service Agreement contained in a separate document shall be considered as governing as the individual agreement between the Parties.

2. The minimum content requirements of the Service Agreement

The Service Agreement, unless otherwise provided, shall at least include:

- the date or duration of the Accommodation Service, i.e. the day of arrival (hereinafter referred to as the "Arrival Day") and the day of departure (hereinafter referred to as the "Departure Day"),
- the Guest's name,
- the Guest's email address and/or residential address and/or telephone number,
- Number of Persons staying there with the Guest,
- the type of Accommodation Service - including the desired Room type and the method of provision - or if several Accommodation Services are used, the number of Accommodation Services and, in the case of different types of Accommodation Services, the number of Accommodation Services broken down separately by type of Accommodation Service,
- the amount of the Consideration and the payment method preferred by the Guest,
- an indication of whether the payment of a non-refundable Consideration is involved,,
- furthermore, if the Guest and the Payer are not the same person, the name, address or registered office of the Payer (company), and in the case of a company, the Tax ID number of the Payer, provided that in this case the Service Provider concludes the Service Agreement with the Payer,
- requested Additional Service(s), if the Guest became aware of the Additional Service(s) before the start of the provision of the Accommodation Service.

The Service Agreement is valid for a specified period of time (the period between the Arrival Day and the Departure Day, including these two days), provided that the consideration has been paid.

Upon conclusion of the Service Agreement, the Service Provider undertakes to provide the Accommodation Service specified in the Service Agreement and these GT&C and, if such is specified in the Service Agreement, the Additional Service(s) specified in the Service Agreement to the Guest and the Person(s) Staying with Him/Her in accordance with the Service Agreement.

The Guest undertakes to use the Service together with the Person(s) Staying with the Guest – if there is such a person –, is responsible for the behavior of the Person(s) Staying with the Guest, pays the Service Provider the Consideration for the Service used by the above persons within the deadline and compensates the Service Provider for any damage caused, even if the Payer is a person other than the Guest, but the Payer fails to perform within the deadline. The Guest acknowledges that he/she assumes a joint and several liability for any payment obligations of the Person(s) Staying with the Guest towards the Service Provider based on the provisions of Sections 6:416 – 6:430 of the Civil Code, and hereby acknowledges that he/she expressly waives the objection of waiting in line.

The Guest and the Payer expressly agree to be jointly and severally liable for payment obligations incurred towards the Service Provider pursuant to Section 6:427 of the Civil Code.

The Guest (Payer) acknowledges that the provisions of this section of the GT&C also comply with the information obligation of the Service Provider, as the authorized party, towards the consumer pursuant to Section 6:430 of the Civil Code.

The Service Provider and the Guest are entitled to modify the content of the Service Agreement in writing, based on their mutual and unanimous will.

3. Termination of the Service Agreement

The Service Agreement shall terminate upon its contractual performance, and the contracting Parties shall be entitled to terminate the Service Agreement in writing at any time by mutual agreement.

The Service Agreement cannot be terminated by ordinary termination. Cases of extraordinary termination:

The Guest or the Payer has the right to terminate the Service Agreement with immediate effect by extraordinary termination,

- if the Service Provider provides the Service to the Guest (and the person staying with him/her) in accordance with the Service Agreement in a manner that seriously violates the provisions of the agreement and fails to restore the contractual condition within a reasonable time despite the Guest's request,
- the Service Provider, a person acting in the interest or on behalf of the Service Provider, or another Guest exhibits behavior towards the Guest (and/or the Person Staying with

Him) that is clearly contrary to the peaceful stay and rest in the Hotel, or to the requirements of human coexistence, is scandalous or intolerable, and does not remedy it despite the Guest's request,

- The Guest suffers from an infectious disease that endangers the health of the Guest (and the person staying with the Guest). In the event of an infectious disease, the Hotel is obliged to act in accordance with Decree 18/1998 (VI. 3.) of the Ministry of National Economy.

The Service Provider is entitled to terminate the Service Agreement with immediate effect by extraordinary termination if,

- the Guest or the Payer fails to provide or refuses to provide the information necessary for the contractual performance of the service undertaken by the Service Provider by the agreed deadline, or otherwise seriously breaches the obligation to provide information and cooperate, causing a legal disadvantage to the Service Provider,
- 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 in the possession of the Service Provider and/or uses it contrary to its intended purpose and does not leave it despite being asked to do so,
- the Guest (and/or the Person Staying with him/her) does not comply with the Service Provider's safety regulations, rules or the GT&C, behaves in an objectionable or rude manner towards its employees, is under the influence of alcohol or drugs, exhibits threatening, offensive or other unacceptable behaviour, exhibits scandalous or intolerable behaviour towards other Guests staying in the Hotel or other persons staying in the Hotel that is contrary to peaceful stay and rest, or to human coexistence and its requirements, and does not stop it despite being asked to do so,
- the Guest (and/or the Person Staying with him/her) commits a crime,
- provided that if the objectionable conduct is so serious that the Service Provider cannot be expected to maintain the Service Agreement, in that case the immediate termination does not need to be preceded by a prior notice,
- the Guest (and/or the Person Staying with him/her) suffers from an infectious disease that endangers the health of other Guests and/or the Person Staying with him/her, or the circle of persons acting in the interest or on behalf of the Service Provider, in which case the Guest is obliged to leave the Hotel together with his/her luggage at his/her own expense within the period specified in the Hotel's notice of termination. In the event of an infectious disease, the Hotel is obliged to act in accordance with Decree 18/1998 (VI. 3.) of the Ministry of National Economy. (According to the Decree, if there is a suspicion of infection in relation to the Guest, the Service Provider is entitled to call a doctor who will establish the fact of infection, which procedure the Guest is obliged to tolerate.),
- the Guest or the Payer refuses to fulfill the Payment Guarantee or the Security Deposit,
- the Guest or the Payer fails to fulfill the obligation to pay the advance or supplement the advance,
- the Guest (and/or the Person Staying with him/her) or the Payer, contrary to the accommodation's business policy, has not reached the age of 16,
- the Guest (and/or the Person Staying with him/her) does not comply with the laws in force at all times, including in particular, but not exclusively, the obligations and

standards of conduct regarding the epidemiological regulations and measures in force in the state and determined by the Service Provider, in which case the Service Provider is entitled to terminate the Service Agreement with immediate effect without any prior or further warning.

In any of the cases of extraordinary termination specified above, the Guest and/or Payer's obligation to pay the Consideration shall arise simultaneously with the extraordinary termination.

If the Service Agreement is terminated by the Guest and/or the Payer for any of the reasons specified above, the Guest and/or the Payer shall be obliged to pay the Service Provider the Consideration for the Services already used. The payment obligation shall become due at the time of the extraordinary termination. In this case, the Guest or the Payer shall not be obliged to pay the Consideration for the Services not yet used. If the Guest or the Payer has already paid the Consideration for the Services not yet used (e.g. by way of advance payment), it shall be refunded to him/her in the same manner as the payment.

If the Service Provider terminates the Service Agreement with extraordinary termination for reasons attributable to the Guest or the Payer, the Service Provider may claim the full amount of the Consideration under the Service Agreement, but may waive this in part or in whole at its discretion.

This regulation does not affect the Service Provider's or the Guest/Payer's obligation to pay compensation in accordance with applicable law.

The Service Agreement shall terminate upon the death of the Guest (in which case the heirs shall be liable for any debts) or upon its termination without a legal successor.

If the Guest falls ill during the period of using the accommodation service and is unable to act in his own best interests, the Hotel offers medical assistance. The Guest uses the offered medical assistance at his own responsibility and risk. The doctor is not an employee, agent, or collaborator of the Service Provider, and the Service Provider excludes liability for the diagnosis, the applied therapy, or its consequences. In the event of **the Guest's illness/death**, the Service Provider claims reimbursement of its costs from the patient/deceased's relative, heir, or bill payer; possible medical and procedural costs, the value of services used prior to death, and possible damage to equipment and furnishings in connection with the illness/death.

If the Service Agreement between the Parties is not fulfilled due to "vis majeure", the Service Agreement shall be terminated.

"Vis majeure" is a cause or circumstance (for example: war, fire, flood, inclement weather, power outage, strike) over which neither party has control, therefore any contracting party is exempted from fulfilling its obligations under the Service Agreement as long as such cause or circumstance exists. Service Provider and Guest (Payer) agree to do their utmost and cooperate with each other to minimize the possibility of such causes and circumstances occurring and to remedy any damage or delay caused thereby as soon as possible.

4. Abnormal behavior

For the sake of the guests' peace and quiet, loud noises, music, noisy activities, sound effects, television or radio playing at a disturbing volume in the room, etc. are prohibited in the Hotel

area after 10:00 PM - except in the case of events or programs organized or permitted by the Hotel.

Any behavior or conduct that disturbs the peace, safety, sense of security, or privacy of others is prohibited in the Hotel area, regardless of time; it constitutes or may constitute harassment, and is capable of intimidating others.

The Hotel employee is entitled to warn the disruptive and/or noisy Guest (and/or the Person Staying with him/her). The first warning is free of charge, for the second and third warnings the Hotel will charge the warned Guest (and/or the Person Staying with him/her) a fee of 100,000 HUF each from the room account. After the third warning, the Hotel is entitled to unilaterally terminate the Service Agreement with immediate effect and to immediately expel the Guest (and/or the Person Staying with him/her) from the hotel without any obligation to refund and/or compensate.

The Hotel excludes liability for any harm caused to other guests by the behavior of the Guest (and/or the Person Staying with him/her).

It is also considered abnormal behavior if the Guest brings into the Hotel area things that are not the usual ones, especially, but not exclusively, if she/he brings into the Hotel area the following things that are expressly not allowed:

- Items exceeding the value limit of HUF 1,050,000,
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- things classified as corrosive, flammable chemicals or substances in the applicable legislation,
- things classified as flammable and/or explosive in the applicable legislation,
- food and drinks not purchased in the Hotel's shop or service unit (including alcoholic beverages),
- in addition to the above, particularly expensive, valuable items, museum items,
- fireworks, firecrackers, their parts and components,
- waste, things harmful to the environment or health,
- psychotropic substances,
- anything the possession of which violates the law and/or constitutes a crime.

Animals may not be brought into the Hotel area even with the prior permission of the Service Provider.

The Hotel may, upon prior written request from the Guest (and/or the Person Staying with him/her), authorize in writing the entry of prohibited items into the Hotel premises.

If the Guest (and/or the Person Staying with him/her) brings something that cannot be brought into the Hotel's premises without the prior written permission of the Hotel, the Hotel may remove it or have it removed at the expense of the Guest (and/or the Person Staying with him/her).

The Hotel excludes liability for damage caused by items brought in without permission.

The Guest (and/or the Person Staying with him/her) is fully legally and financially liable for all damage and injury caused to other guests, third parties or the hotel by items brought in without permission.

The Guest is obliged to comply with the Hotel's smoking regulations, which strictly prohibit smoking in the room. If this is detected, a separate cleaning fee of 100,000 HUF will be charged to the Guest.

The legal title of the sanctions, unless otherwise provided, is a penalty.

5. Rights and obligations of the parties - Contractual rights and obligations of the Service Provider

The Service Provider reserves the unilateral right to request a payment guarantee from the Guest or the Payer upon arrival – Bank Card Pre-authorization, cash deposit or payment of the value of the pre-ordered services (accommodation, meals and other services) – for basic and extra services not paid in advance (hereinafter collectively: Payment Guarantee). The Service Provider shall inform the Guest upon arrival of the fact and extent of the Payment Guarantee requirement, who shall accept the extent and conditions of the Payment Guarantee in writing. The amount of the Payment Guarantee may not exceed the daily room rate specified in the Service Agreement, provided that the Service Provider reserves the unilateral right to request additional security in the form of a deposit (hereinafter: Deposit) from the Guest or the Cost Bearer in excess of the amount of the Payment Guarantee. The Service Provider reserves the right to terminate the Service Agreement with immediate effect if the Guest or the Payer refuses to provide the Payment Guarantee and/or the Security Deposit.

The purpose of both the Advance Payment, the Payment Guarantee and the Security Deposit is to serve as security for the Service Provider, in the event that the party providing the security fails to fulfill its obligations under the GT&C and/or the Individual Service Agreement, the Service Provider may satisfy its claims under the GT&C and/or the Individual Service Agreement from the Payment Guarantee and/or the Security Deposit. In view of the above, both the Payment Guarantee and the Security Deposit are security in the nature of security under the Civil Code.

If the Guest or the Payer fails to fulfill his obligation to pay the fee for the extra services used or for the services ordered in the Service Agreement at the expense of the Guest or the Payer, the Service Provider is entitled to enforce this claim directly against the Guest or the Payer as guarantor.

The Service Provider's security service is entitled to remove any person who endangers the peace and security of any activity of the Service Provider (e.g. repeated violation of house rules and/or applicable laws, disturbing other guests, etc.) from the facility - while respecting personal rights. In the event of such action by the Service Provider's security service, the Service Provider shall not be liable for damages either towards the Guest or the Payer, or towards the person concerned.

The service provider is obliged to:

- to provide the accommodation, catering and other services ordered under the Service Agreement with appropriately skilled personnel, in accordance with the applicable regulations and service standards,
- to investigate the written complaint of the Guest (and/or the Person Staying with him/her), take the necessary steps to address the problem, and document the results of the investigation and the action taken.

6. Rights and obligations of the parties - Guest's contractual rights and obligations

Pursuant to the Service Agreement, the Guest (and/or the Person Staying with him/her) is entitled to the intended use of the Service Provider's facilities that are included in the standard scope of services set out in the Service Agreement and are not subject to special conditions.

The Guest (Payer) is obliged to pay the consideration for the ordered services by the date and in the manner specified in the Service Agreement, subject to the regulations detailed in Section 2 of the GT&C.

The Guest (and/or the Person Staying with him/her) is obliged to comply with the rules related to the use of the Hotel's services and the provisions of the current GT&C throughout the entire area of the Hotel.

Smoking is only allowed in designated areas in the Service Provider's facilities, and any damage resulting from violation of this rule or intentional vandalism will result in compensation obligations for the violator or the person causing the damage.

The Service Provider may, upon express request, provide the Guest (and/or the Person Staying with him/her) with a parking space in the indoor garage located in the Hotel building, subject to a separate agreement and subject to current capacity, for a fee. Traffic in the indoor garage area is governed by the rules of the Road Traffic Act. The Service Provider expressly excludes liability for any damage incurred in the indoor garage area.

The costs related to the preliminary and subsequent storage and transportation of materials and equipment not owned by the Service Provider shall be borne by the Guest (and/or the Person Staying with him/her).

7. Placement guarantee

If the Service Provider is unable to provide the Services specified in the Service Agreement due to its own fault (e.g. overcrowding, temporary operational problems, etc.), it is obliged to immediately arrange for the Guest's accommodation.

The Service Provider is obliged to:

- to provide/offer the Services included in the Service Agreement, at the price confirmed therein, for the period stipulated therein - or until the impediment ceases - in another accommodation of the same or higher category. All additional costs of providing the replacement accommodation shall be borne by the Service Provider;

- to provide the Guest with a free telephone call option to notify them of any changes to their accommodation;
- The Service Provider will reimburse the Guest for the price difference between the room price of the alternative accommodation offered and the room price of the booked accommodation;
- If the Service Provider fully complies with these obligations and the Guest has accepted the alternative accommodation offered, neither the Guest nor the Payer may claim subsequent compensation.

8. Cancellation conditions

The Service Provider shall, at the same time as confirming the service ordered by the Guest, individually inform the Guest about the conditions for cancelling the service ordered by him/her. If the Service Provider has not specified any other conditions in the confirmation of the Guest's order, or the Contracting Parties have not specified any other conditions in the Individual Service Agreement, the Service may be cancelled without penalty on the 7th day prior to the Arrival Date (local time in Balatonfüred). In this case, the paid Consideration will be fully refunded to the Guest (Payer) and will be refunded to the Service Provider in the same way as the amount was received, while in the event of cancellation after this date, the Guest or the Payer is obliged to pay the Service Provider a cancellation fee equal to the fee for the ordered service.

If the Guest has ordered the Service with a non-refundable Price, the Guest will not receive a refund of the paid Price even if the Service is cancelled. In the event of a non-refundable price order, the conditions for using the service (arrival and departure dates) cannot be modified.

The Service Provider accepts cancellation, termination or withdrawal only in a definite written statement.

9. Indemnification provisions

The Service Provider's liability for damages:

The Hotel is liable only for damages to items – not excluded from the scope of items that can be brought into the Hotel – that the Guest (and/or the Person Staying with him/her) has handed over to the Service Provider's designated employee for storage in a designated place in the Hotel, such as exclusively in the locked safe of the room or in the safe provided in the lobby. In the event of the Service Provider's liability, the amount of compensation for the above items shall not exceed fifty times the daily room rate. The general rules for compensation apply to the Service Provider's liability, with the exceptions set out in these GT&C.

The Service Provider is liable for securities, cash and other valuables exceeding 1,500,000 HUF only if the Service Provider has expressly and verifiably taken over the item from the Guest for safekeeping in advance, in writing, and the Service Provider is liable for the items placed in this way without limitation. If the Guest (and/or the Person Staying with him/her) does not hand over the items specified in this paragraph to the Service Provider for safekeeping, the Guest (or the Person Staying with the Guest) is liable for the disappearance, damage or destruction of such items, and the Service Provider cannot be held liable in any way.

The Service Provider may refuse to accept securities, cash and other valuables exceeding the value limit of HUF 1,500,000 without giving any reason, and at the request of the Guest (and/or the Person Staying with him/her), the Service Provider will investigate the available storage options, which the Guest can use at his own expense.

The Service Provider assumes liability for any damage suffered by the Guest (and/or the Person Staying with him/her) that occurred at the service location due to the fault of the Service Provider or the person(s) acting in the interest of the Service Provider.

The Service Provider's liability does not extend to damages that occurred due to unavoidable causes beyond the control of the Service Provider's employees, or that were caused by the Guest (and/or the Person Staying with him/her) or their guests or employees themselves.

The Service Provider may designate areas at the service location where the Guest (and/or the Person Staying with him/her) or its guests and employees may not enter. The Service Provider shall not be liable for any damage or injury occurring in such areas, which shall be considered damage caused by the Guest (and/or the Person Staying with him/her) themselves..

The Guest (and/or the Person Staying with him/her) or their guests and employees are obliged to immediately report the damage suffered by them to the Service Provider and must provide the Service Provider with all necessary data that is necessary to clarify the circumstances of the damage, or possibly to record a police report/police procedure.

The Guest's liability for damages

Unless otherwise provided in these GT&C, the Guest is responsible for (i) the fulfillment of the payment obligation arising under the Service Agreement (e.g., the fulfillment of the Consideration, or the use of Additional Services or the use of any Hotel Service) and (ii) the payment of damages caused by the Guest to the Service Provider (hereinafter collectively referred to in this section as the “**Payment Obligation**”).

The Guest is responsible for the Payment Obligations of (i) the Person(s) Staying with the Guest and (ii) the persons who do not fall into these categories and who come to visit or be a guest of the Guest or the Person(s) Staying with the Guest (hereinafter collectively referred to as the “**Affected Persons**”) in this section.

The Guest expressly agrees to provide a joint and several surety for the Payment Obligations of the Affected Persons and the Service Provider based on the provisions of Sections 6:416 – 6:430 of the Civil Code, thereby acknowledging that he expressly waives the objection of waiting in line.

If the Countervalue is borne by the Payer, the Guest and the Payer shall assume a joint and several liability towards the Service Provider for the Payment Obligation of Affected Persons pursuant to Section 6:427 of the Civil Code (in the case of a corporate event, Affected Persons also include persons who are on the premises of the Hotel at the invitation of the Payer, e.g. a performer). The Guest and the Payer expressly acknowledge that, in view of the joint and several liability, neither of them may claim to be in a queue.

The Guest (and the Payer) acknowledges that what is written in this section of the GT&C also complies with the information obligation of the Service Provider, as the authorized party, towards the consumer pursuant to Section 6:430 of the Civil Code.

In the event that after the final departure of the Guest or the Affected Persons it is revealed that the Guest or the Affected Persons have undoubtedly caused material damage to the Service Provider or another Guest or another Affected Person or a third party, the Service Provider is entitled to enforce the amount of the damage against the Guest, even against the Payment Guarantee and/or the Security Deposit. In this case, the Service Provider is obliged to preserve the evidence in its original state for 3 years and, if necessary, make it available to the competent authority.

In the cases set out in this section, the Service Provider is entitled to initiate appropriate civil, misdemeanor or criminal proceedings (depending on the facts, these together) against the Guest and/or (if any) the Payer.

The Service Provider is entitled to determine the extent of the property damage caused by the Guest (and/or the Person Staying with him/her) or his guests and employees. If the Guest staying in the Hotel (and/or the Person Staying with Him) or his guests and employees disputes the extent of the damage caused by him, he may apply for legal redress to the superior of the employee who determined the amount of the damage. If the Guest (and/or the Person Staying with him/her) or his guests and employees still do not accept the extent of the damage determined, he may take legal action in accordance with the laws in force at all times.

If either Party communicates data to the other Party on a digital data carrier or via the Internet, it shall ensure the safety, security and virus-freeness of the data by means of appropriate virus protection tools. If either Party fails to comply with this obligation and thereby damages occur to any computer or system of the other Party, the Party in breach of its obligation shall be liable for the full compensation for the damages.

10. Occupying the rooms and leaving

Checking in

Guests receive a card as a room key, which requires the registration of the guest(s) staying in the room. Registration means accurately filling out the registration form and verifying the guest's identity. The presentation of an identity document is a contractual condition considered essential by the Hotel. In the case of stateless persons and non-European Union citizens, the presentation and handover of a stateless person's ID card or passport is mandatory by law.

Rooms can be occupied from 3:00 PM on the day of arrival.

In case of earlier occupancy of the room, the Hotel is entitled to charge the surcharge specified in the Service Agreement or confirmation.

Upon request, the Service Provider will provide the use of a luggage room in a designated area for the purpose of storing luggage, free of charge, according to its capacity.

In the event of technical obstacles arising due to unforeseen reasons beyond the hotel's control, the Service Provider reserves the right to change the accommodation.

The unlimited use of the Wellness included in the room price is valid from 3:00 PM on the day of arrival and until 12:00 PM on the day of departure, depending on occupancy.

VIZA data provision

According to Act CLVI of 2016 on the state tasks of developing tourist areas, every guest using accommodation services in Hungary is required to record their personal data specified in the law through the accommodation provider's document reader, in the accommodation management software, and then transfer it to a storage location, the Guest Information Closed Database (VIZA).

To record the data, a guest over the age of 14 using the accommodation service shall present his/her identification card, driving license or travel document to the accommodation service provider. If the document is not presented, the accommodation service provider shall refuse to provide the accommodation service. Based on the authorization of the law, the accommodation service provider is entitled to request the identification document of a guest over the age of 14, and the guest is obliged to present it.

Checking out

On the day of departure, the Guest (and/or the Person Staying with him/her) must leave the room with their luggage and belongings by 12:00 and hand in the card received at check-in at the reception.

In case of late departure from the room, the Hotel is entitled to charge the surcharge specified in the Service Agreement or confirmation.

The Service Provider is entitled to resell a Room that becomes vacant before the Departure Date.

The Guest or Payer is obliged to pay the price for their hotel stay in the manner specified in the Service Agreement no later than before their final departure from the hotel.

In the event of refusal of payment for any reason, the Hotel has the right to retain the Guest's (and/or the Person Staying with him/her) belongings brought into the hotel and to enforce its lien on them.

In the event of departure without payment, the Hotel, in addition to filing a police report, will enforce its claim against the Guest or the Payer through legal means, the costs of which will be charged to the Guest.

The Hotel will debit the amount of the subsequently incurred and unpaid fee from the Guest's or Payer's bank card.

Visitors

Only Guests (and/or the Person Staying with him/her) registered at the reception may stay in the Hotel rooms. The Guest (and/or the Person Staying with him/her) are jointly and severally liable for the conduct of their visitors, including any damage caused. The Hotel excludes liability for any damage caused by the visitor to the Guest (and/or the Person Staying with him/her) and/or third parties.

The Hotel will charge a separate fee for guests exceeding the number of guests listed in the room reservation.

Guests under 14 years

Due to its business philosophy and features, Petit Bois Fűred is classified as an Adult-Friendly accommodation, therefore it only accepts guests over the age of 14. If, despite this, the reservation is made with incorrect data, the hotel may refuse to accept the guest during check-in, or may withdraw the service at any time as soon as it becomes aware of it.

Reservation extension

An extension means an increase of the Service Agreement by at least 1 night.

Any extension of the Service initiated by the Guest requires the prior consent of the Service Provider. In the event of an extension, the Service Provider may stipulate the reimbursement of the fee for the Service already provided.

The Service Provider is under no obligation to fulfill the extension request. The Service Provider makes the extension dependent on the occupancy of the Hotel.

The Room and the Service(s) to be extended will be subject to the Prices in force on the original Departure Date, without discounts. The Service Provider may deviate from this rule in fairness to the benefit of the Guest.

The Guest must notify the Hotel reception of the extension of the use of the Service no later than 11:00 a.m. on the Day of Departure.

11. Failure to provide a service

In the case of a Guest who does not arrive without prior notice, if the Guest has ensured the use of the Service in the manner specified in the Service Agreement, the full Service Consideration amount included in the Offer accepted and confirmed by the Guest will be charged.

In this case, the Guest (Payer) is obliged to pay the unpaid portion of the Consideration to the Service Provider.

If the Guest (Payer) has guaranteed the reservation with a Payment Guarantee (including Pre-authorization with Bank Card details), the Service Provider is entitled to debit the account associated with the bank card for the full Consideration.

If the Guest (Payer) has used the Service in a non-refundable form and ordered it by paying a fee, the Guest (Payer) will not be refunded the paid fee in case of non-receipt, i.e. in case of non-use of the Service, and the Service Provider will not refund it.

In the event of ordering Offers subject to special conditions, the Service Provider may establish conditions other than those set out above in an individual Service Agreement.

The Consideration due to the Service Provider for the Service and its payment The Guest or the Payer is obliged to pay the Service Fee in advance by bank transfer, or in cash on site, or by bank card on site, or by a combination of these.

The Service Provider publishes the types of Bank Cards accepted by the Service Provider on the Website and at the Hotel reception.

The Guest is entitled to pay the Consideration, or a portion thereof, to the Service Provider in euros, provided that in this case, as determined unilaterally by the Service Provider at the Hotel reception, the mid-exchange rate of the Service Provider's account-keeping bank at the time of payment shall be the governing rate when converting the Consideration expressed in Hungarian forints into euros.

The Service Provider does not differentiate the Consideration arising from the Service Contract (i.e. the Consideration for the Accommodation Service and Additional Service) according to age.

The Countervalue consists of three parts:

- Price of accommodation service
- Value of additional service
- Taxes (VAT and tourist tax)

The currency of the invoice issued by the Service Provider, which itemizes the services and consumptions, used to settle the consideration for the services provided by the Service Provider in accordance with Hungarian law, the consideration for the services provided pursuant to the Service Agreement, and the consideration for the extra consumptions used by the Guest (and/or the Person Staying with him/her) or the Guest, is HUF.

The Service Provider shall record the use of both the consumption included in the Service Agreement and the extra consumption in its computer system in all cases, and shall prepare a written receipt to prove the performance. The person(s) specified in the Service Agreement by the Guest (and/or the Person Staying with him/her) shall acknowledge the consumption by signing the receipt prepared for this purpose.

If the currency of the price stated in the confirmation by the Service Provider is not HUF, then the amount to be paid on the invoice issued by the Service Provider will be indicated in HUF currency in addition to the currency of the confirmation - along with the exchange rate. The conversion is made at the value valid on the last day of the period specified in the Service Agreement, according to the middle exchange rate of the Service Provider's account-keeping bank.

The invoice issued by the Service Provider shall be settled by the Guest (Payer) in the currency of the confirmation. If the transfer is not made in the currency indicated in the confirmation, the conversion shall be based on the exchange rate of the Service Provider's account-keeping bank valid on the day the amount is credited to the Service Provider's bank account.

When the invoice is settled, the bank charges related to the transfer of the total amount of the invoice shall be borne by the Guest (Payer).

After the invoice is issued, the Service Provider is unable to modify the billing name and address.

To guarantee the use of the Service, the Service Provider:

- Requests a 50% advance payment, which can be made by advance transfer, Online Bank Card payment, or by providing Bank Card details and a Pre-authorization by the Service Provider of 50% of the Value of the Services ordered and confirmed, or
- In the case of a special offer, so-called non-refundable order, the full amount of the Consideration for all Services specified in the Offer accepted and confirmed by the Guest or in the Confirmation will be charged at the time of the order, which cannot be refunded to the Guest (Payer).
- The Service Provider reserves the right to request an additional advance payment if the Guest's reservation falls within a time interval subsequently determined by the Service Provider to be a priority period, the details of which the Service Provider will inform the Guest about in writing. The Guest is obliged to make the advance payment or approve the Pre-authorization in writing within 5 days of the notification, otherwise the Service Provider is entitled to terminate the Service Agreement with immediate effect and cancel the Guest's reservation. The Guest is also entitled to cancel his reservation within 5 days of the notification without legal consequences.

If the confirmation of the Guest's order by the Service Provider or the Individual Service Agreement contains provisions different from the above, the provisions of the confirmation or the Individual Service Agreement shall be deemed to be governing.

The Service Provider specifies in the Offer the Consideration for the Service, as well as the tax content applicable at the time of the offer, as required by law.

The Contracting Parties are bound by the Consideration(s) specified in the Offer accepted and confirmed by the Guest; they may not unilaterally change the Consideration for the Service.

The Service Provider separately names Additional Services below, with examples, given that they differ from standard contractual practice and can be used for a separate fee..

- Mandatory cleaning service in case of improper use of the room

In the event that the Guest(s) or the Person(s) Staying Together smoke(s) in the non-smoking Room or perform(s) an activity in the Room that is incompatible with the Accommodation Service or Additional Service and that significantly exceeds the usual level of room cleaning, the Service Provider is entitled to charge a separate fee.

The current fee for the mandatory cleaning service can be found at the Hotel reception.

- Excess usage

In the event that the Guest (and/or the Person Staying with him/her) do not leave the Room within the deadline, the Service Provider is entitled to claim a fee from the Guest for further use of the Room (hereinafter referred to as: Additional Usage Fee).

The Guest (Payer) is obliged to pay the Excess Usage Fee to the Service Provider as part of the Consideration, if the obligation to pay it arises.

The current Room Prices are posted at the Hotel reception.

The prices of Additional Services are available at the locations where the given Service is used.

The prices of the Service Provider's catering services not included in the Service Agreement are published on the menu and drink menu of each catering unit. The service charge applied and stated on the invoice is a maximum of 15% of the value of the "a'la carte" food and beverage consumption.

The Room Price includes:

- The accommodation includes a basic package;

The basic package includes:

- breakfast
- Other services:

unlimited wellness use, free WiFi internet connection throughout the hotel.

The Service Provider is obliged to issue an invoice(s) for the Consideration in accordance with the provisions of the applicable laws.

The Guest and the Payer acknowledge that they are jointly and severally liable for payment obligations incurred towards the Service Provider pursuant to Section 6:427 of the Civil Code.

In the case of online room reservations on the hotel's website, the value of the reservation can be paid in the following ways:

- Online bank card payment: OTP SimplePay
- Accepted bank cards: Maestro, MasterCard, Visa, Visa Electron, American Express

Handling of complaints

The Guest or the Person(s) Staying with him/her (hereinafter referred to as: Complainant) may communicate any complaint (hereinafter referred to as: Complaint) arising during the Accommodation Service regarding the conduct, activity or omission of the Service Provider or the person acting in the interest or on behalf of the Service Provider, the quality or absence of a given Service, or the quality of the Room, its objects and the quality of the Hotel (hereinafter referred to as: Complaint) to the Service Provider verbally or in writing at the Hotel reception no later than on the Day of Departure.

The Service Provider is obliged to examine the Complaint and respond within 30 days.

The Service Provider is obliged to justify its position rejecting the Complaint. The Service Provider shall keep the minutes of the Complaint and a copy of the response for five years and shall present them to the supervisory authorities upon their request. In the event of the Complaint being rejected, the Complainant may initiate proceedings before an authority or conciliation body with his/her complaint. The consumer Complainant (hereinafter: Consumer) may file a Complaint with the consumer protection authority:

According to Government Decree 387/2016 (XII. 2.) on the designation of the consumer protection authority, in administrative authority matters, the district office or the district office of the county seat acts in the first instance, and the Veszprém County Government Office, with national jurisdiction, acts in the second instance. Contact details of the district offices: <http://jarasinfo.gov.hu>

In the event of a Consumer Complaint, the Consumer has the option of contacting a conciliation body. The conciliation body is responsible for resolving consumer disputes out of court. The conciliation body is responsible for attempting to reach an agreement between the Parties for the purpose of resolving the consumer dispute; if this fails, it will make a decision on the matter in order to ensure the simple, fast, efficient and cost-effective enforcement of consumer rights. The conciliation body, at the request of the Consumer or the Service Provider, provides advice on the rights and obligations of the Consumer.

In the event of a cross-border consumer dispute related to an online purchase or online Service Contract, the procedure is exclusively handled by the conciliation body operating under the Capital Chamber of Commerce and Industry.

If the Guest or Consumer does not turn to a conciliation body or the procedure is unsuccessful, the Guest has the option of turning to court to resolve the dispute. The lawsuit must be initiated with a statement of claim.

Data management

The Service Provider's Data Processing Notice is available on the website www.petitbois.hu and at the reception. We also provide information about data processing on each form to be filled out.

Confidentiality

The Service Provider declares that it treats all information and data it has obtained regarding the Guest and / or the Persons Staying with Her/Him as confidential data and undertakes a confidentiality obligation in accordance with all applicable laws.

Ready-paying surety

The Guest and the Payer acknowledge that where the provisions of the GT&C contain a joint and several surety, this in all cases means that the obligated guarantor under the provision assumes a joint and several surety based on the provisions of Sections 6:416 – 6:430 of the Civil Code, according to which the obligated guarantor is not entitled to the objection of standing in line.

VI. Other miscellaneous provisions

The Parties shall primarily communicate and make legal statements by email in matters related to the Service Agreement. If either Party so requests, substantive legal statements related to the Service Agreement shall be confirmed in a private document with full evidentiary value.

If these GT&C confer a right or obligation on the Service Provider, the person entitled to it, exercising it or fulfilling the obligation is primarily the Service Provider's employee holding at least a middle management position, including, but not limited to, the Front Office Manager, Sales Manager and only secondarily the Service Provider's CEO.

An employee holding such a position is obliged to investigate the circumstances of the given case in detail and to exercise rights and fulfill obligations based on this.

If the Guest or Person Staying with Them disagrees with the decision of the said employee, they may complain to the employee's superior.

If the Service Agreement is concluded with the Service Provider and the persons using the Service as Guests on the entitled side, these Guests are considered to be jointly liable for the concluded Agreement.

If certain provisions of the Service Agreement and/or the GT&C, which are an integral part of it, are invalid in whole or in part, this shall not affect the validity of the remaining provisions. A regulation must be found by way of interpretation or supplementation that achieves the economic purpose sought by the invalid provision within the legally permissible frame.

Regarding issues not regulated here, the Hungarian laws and official regulations in force at all times regarding the activities of the Service Provider, as well as the provisions of the Civil Code, shall apply without any special stipulation.

The Parties shall attempt to resolve disputes arising from the contract through negotiation; if this fails, they shall submit to the jurisdiction of the court specified in Act CXXX of 2016 on the Code of Civil Procedure for the conduct of any legal dispute - regardless of the value of the subject matter of the dispute.