

THE BOTOS COTTAGE – APARTMENT HOUSE

BALATONLELLE
JÁZMINVIRÁG UTCA 3

GENERAL TERMS AND CONDITIONS

Dear Guests,

thank you for placing your confidence in us and selecting our apartment house.

1. Prices include the rent for accommodation, costs of organising, costs of water, gas and electricity utilised at the accommodation and those of the final cleaning.

Our prices, however, include neither

the costs of travelling to the place of accommodation, nor insurance and other occurrent costs. The tax on tourism shall be paid separately (for persons above the age of 18 in an amount determined by the local municipalities). In case there is a modification material to the contract, the Guest shall be forthwith notified thereof in writing. Within 3 days following the receipt of such notification the Guest may withdraw from the contract. In such a case any advance money or lodging expenses already paid shall be reimbursed.

2. . The contract between the Guest and the Apartment House shall be deemed to have been entered into upon the placement of order or submission of an application by the Guest, the acceptance (acknowledgment) of such application and the payment of the advance. The Guest hereby declares that he has read these present General Terms and Conditions, accepted them on his own and his fellow passengers' behalf, and considers it being binding to himself.

3. Any information or consignments to be sent by post shall be forwarded to the address submitted by the Guest in a “non-registered” way.

The Guest shall report the absence of the acknowledgment or other documents. No responsibility shall be assumed for any and all damages resulting from the lack of delivery; any and all resulting damages shall be borne by the Guest. Similarly, no responsibility shall be assumed for any and all damages resulting from any incorrect data (name, address, telephone number, e-mail address, etc.) submitted by the Guest.

4. Within 8 working days following the receipt of the acknowledgment, the Guest shall wire-transfer 30% of the total amount of lodging expenses.

The remaining amount shall be paid upon arrival. The keys shall be delivered upon payment of the total amount of lodging expenses. The number of Guests staying at the accommodation shall be limited to the number of Guests indicated in the acknowledgment. The travel agency is entitled to order any Guests staying at the accommodation exceeding the indicated number to leave, or oblige them to pay a surcharge. The accommodation may be occupied from 14:00 to 17:00 on the day of arrival, and shall be vacated until 10:00 on the day of departure .

5. After the delivery of the keys, the Guest shall undertake full responsibility to the owner of the accommodation concerning the integrity and complete return of the accommodation and its furniture.

The Guest shall reimburse the owner of the accommodation for any damage incurred. In case the Guest ruined the accommodation or its furniture, as a result of which the accommodation becomes unusable for other Guests, such Guest shall also reimburse the damages incurred by the loss of rent of the Apartment House. In the case of certain apartments, a deposit is required, which is recovered by the Guest upon departure from the accommodation.

6. Before arrival, the Guest is entitled to cancel the reservation for the accommodation, the costs of which are the following:

- 30** days before arrival: 10% of the advance, but at least HUF 5000
- 15-29** days before arrival: 50% of the advance
- within **14** days before arrival: the entire amount of the advance

Cancellation shall only be accepted in writing. Verbal cancellation of booked accommodation shall be considered null and void in every case. Failing to take over the accommodation at the specified time and date without preliminary notification by the Guest shall also be deemed as cancellation of the booked accommodation. In the exceptional case in which the reimbursement of the advance encounters insurmountable obstacles, Point 7 of this present Contract shall apply.

7. 30 days preceding the arrival, the Guest is entitled to request the assignment of the rental rights of the accommodation to a third person in writing.

8. The Apartment House is entitled to terminate this present Contract without notice in the following cases:

-in case the Guest (despite repeated notifications) permanently disturbs the persons at staying at the accommodation or in its immediate vicinity, or otherwise breaches the terms and conditions of this present Contract. In such a case the landlord is entitled to refuse to reimburse the remaining part of the lodging expenses.

-in case performing the contractual services is impeded by force majeure and exceptional circumstances (e.g. natural disaster, annihilation of the accommodation, war situation, terrorism, epidemic disease, etc.).

In such a case the remaining part of the lodging expenses shall be reimbursed.

9. The Apartment House shall reimburse any and all verified damages incurred by breach of contract, but shall be relieved from undertaking responsibility in case the Apartment House can prove to have acted with due diligence in the given situation. The Apartment House shall not reduce participation fee in case the Apartment House had the error corrected within 3 days following the notification thereof by the Guest. The Guest shall report any and all abnormalities and errors (e.g. burst water mains, lack of electrical power or water, clogged drains, the breaking down of the refrigerator, cooker, water heater, etc., burglary, home invasion) to the office and the owner and shall act (by calling the police, the fire-fighters etc.) in a way to reduce any and all occurrent damages to the minimum.
10. The Apartment House shall not undertake any responsibility for damages caused by other service providers or private individuals, even if such persons disturb or make the recreation of the Guest uncomfortable (e.g. lack of electrical power or water, noise, odour nuisance, ant problems, inconveniences caused by animals, etc.).
11. The Guest shall report his objections concerning the faulty, inappropriate performance of the contract to the owner of the Apartment House on the spot. The owner shall remedy or have to repair rightfully raised errors on the spot within 3 working days. The Guest shall facilitate the repairing of the rightfully raised errors on the spot by waiting for the repairmen or trouble-shooters at the specified time and date at the place of accommodation. Failing to do so the Guest shall not be entitled for claim for damages and the expenses of excessive damage shall be borne by the Guest. In case the listed rightful errors are failed to have repaired within 3 working days, then the landlord shall have it recorded. The Guest shall communicate his claim for damages to the Apartment House via a registered letter within 7 days following departure from the accommodation. In case of a late notification of the claim for damages by the Guest the Apartment House shall be exempt from the obligation to compensate for damages. The Apartment House shall examine the well-foundedness of the claim for damages submitted in a registered letter, and shall inform the Guest about his related point of view in writing within 30 days. The travel agency cannot take

claims for damages communicated orally or by telephone into account; such forms of communication do not modify the time-limit for notification.

12. The Apartment House shall not lower lodging expenses in case the service was employed by less people than originally declared, or on case the Guest used another accommodation during the period of employing the aforementioned service, or moved there in the meantime. The Apartment House reserves the right to modify the placement of the accommodation within its own category in exceptional cases, faulty performance or irremediable complaints. The reason to modify is to achieve Guest satisfaction.
13. During the term of service provision the Guest shall ensure the safeguarding of his luggage and valuables by himself, to keep the accommodation closed (windows, doors) in a way to prevent any third parties from entering into it in his presence or absence. The Apartment House undertakes no responsibility whatsoever for the objects and valuables left unattended at the accommodation.
14. In connection with any and all occurrent legal proceedings concerning accommodation mediated by the Apartment House, the Contracting Parties stipulate the exclusive jurisdiction of the Somogy County Court. Due to the interim amendments of the statutes these present General Terms and Conditions are amended in accordance with the relevant laws and regulations. In case certain points of the General Terms and Conditions become invalid, then the remaining points shall still remain valid.

Dorottya Botos
managing director