

# **General terms and conditions**

## **1. Service Provider Information**

- Company Name: See Immo Kft.
- Head Office: 9400 Sopron, Mikoviny utca 17.
- Business Location: 9421 Fertőrákos, Kisrákos utca 5.
- Company Registration Number: 08 09 027996
- Tax Number: 25532661-2-08

## **2. General Rules**

2.1. These "General Terms and Conditions" - hereinafter referred to as GTC - govern the use of accommodation and services provided by See Pension (9421 Fertőrákos, Kisrákos utca 5.) operated by the Service Provider.

2.2. Individual terms are not part of the GTC but do not exclude the conclusion of separate agreements with travel agents, organizers, or other conditions appropriate to the type of business.

2.3. If the terms of individually written agreements differ from these terms, the provisions of the individually written agreements shall prevail. These GTC apply in the absence of differing written agreements.

## **3. Contracting Party**

3.1. The services provided by the Service Provider are used by the Guest.

3.2. If the Guest orders the services directly from the Service Provider, the Guest is the contracting party. The Service Provider and the Guest together – upon fulfillment of the conditions – become contracting parties (hereinafter Parties).

3.3. If the order for services is placed with the Service Provider by a third party (hereinafter Intermediary) on behalf of the Guest, the terms of cooperation are governed by the agreement between the Service Provider and the Intermediary. In this case, the Service Provider is not obliged to verify whether the third party lawfully represents the Guest. In case of doubt, the Intermediary must provide proof of their representation rights upon the Service Provider's request. If there is no representation right, the Intermediary is liable for obligations entered in the name of the Guest and for damages caused by the lack of representation rights.

3.4. Considering the health security risks of the activity, the Service Provider can only provide services if the Guest provides their name and address to the Service Provider before using the services.

## **4. Conclusion of the Contract, Booking Method, Modifications, Notification Obligation**

4.1. Upon the oral or written request or booking of the Guest, the Service Provider sends an offer. If no specific order is received within 72 hours after the offer is sent, the Service

Provider's obligation to offer expires. For bookings made through the Service Provider's website, the Service Provider sends a confirmation to the Guest.

4.2. The contract is concluded by the written confirmation of the oral or written booking made by the Guest by the Service Provider and is thus considered a written contract. Oral bookings, agreements, changes, or oral confirmations by the Service Provider have no contractual value.

4.3. The contract for the use of services is valid for a specified period. If the Guest leaves the accommodation permanently before the end of the specified period, the Service Provider is entitled to the full price of the service as per the contract. The Service Provider is entitled to re-sell the room vacated before the deadline. An extension of the use of accommodation services initiated by the Guest requires prior agreement with the Service Provider. In this case, the Service Provider may request reimbursement for services already rendered.

4.4. Changes and/or additions to the contract require written form.

## **5. Cancellation Policy**

5.1. Unless otherwise specified in the Service Provider's offer, cancellation of the service is free of charge up to 3 days before arrival. In case of cancellation after this period or no-show, the full room price will be charged. For early departure, the full booking amount is due and no refund will be given. The cancellation policies of the accommodation portals contracted with the Service Provider apply accordingly. For prepayment, in case of free cancellation, the amount paid will be refunded by the Service Provider.

5.2. For bookings of products with special conditions (e.g., group travel), different conditions may be set in an individual contract.

5.3. Refund: In case of cancellation by the contracting party, the Service Provider will refund the advance payment made according to the cancellation policy only by bank transfer if the conditions for free cancellation are met. The Service Provider has 30 days to process the refund.

## **6. Prices**

6.1. The room rates of the guesthouse operated by the Service Provider are displayed at the reception of the guesthouse, and the prices for other services can be found in the room information booklet, or further information can be requested at the reception.

6.2. The Service Provider is free to change its advertised rates without prior notice, but this does not apply to prices already quoted in an offer provided at the Guest's request.

6.3. When quoting prices, the Service Provider indicates the tax content (VAT, tourist tax) applicable at the time of the offer, as regulated by law. The Service Provider will pass on any additional costs resulting from changes in the applicable tax law (VAT, tourist tax) to the Contracting Party after prior notification.

6.4. Current discounts, promotions, and other offers are announced on the website [www.seeimmo.hu](http://www.seeimmo.hu).

6.5. The Service Provider sets its prices in Hungarian Forint (HUF).

6.6. The Service Provider is not responsible for any prices that are incorrectly displayed due to errors or despite all due care, that are clearly recognizable as erroneous by anyone, or for prices that significantly deviate from the general price level of the service, making them unrealistic. In such cases, the Service Provider is not obliged to provide the service at the erroneously displayed price. In the event of an incorrectly displayed price, the Service Provider will offer the service at the correct price, and the Contracting Party may then decide whether to order the service at the correct price or not.

## **7. Discounts**

The Service Provider offers the following discounts for Guests arriving with children:

- Accommodation is free for children up to 5 years old.
- Children aged 6 to 17 receive a discount on accommodation, details of which can be found on the guesthouse's website.

The guesthouse reserves the right to change its prices; however, these changes do not apply to existing contracts. Regular guests may receive individual discounts on service prices. These individual discounts only apply to inquiries or bookings made through the guesthouse's own website or contact details.

The guesthouse may offer a discount if it is unable to provide the ordered services or part of them due to reasons beyond its control. If the discount is mutually accepted by the contracting parties, it cannot be the basis for legal disputes later.

## **8. Payment Method, Guarantee**

8.1. The Service Provider may require payment for the services provided to the Contracting Party at the beginning of the service, before the rooms are handed over, but may also allow for post-payment under an individual agreement.

8.2. The Service Provider may request an advance payment for part or the total amount to guarantee the use of the service according to the contract and the payment of the consideration.

8.3. The invoice of the Contracting Party will be issued in Hungarian Forint or Euro and can be settled in Hungarian Forint or Euro.

8.4. The Service Provider accepts cashless payment methods, such as bank cards, credit cards, and bank transfers for the payment of the service(s).

8.5. The Guest must settle the cost of their stay in the guesthouse and the fees for the services/products consumed during their stay at the latest before their final departure from the guesthouse.

8.6. In case of departure without payment and/or damages discovered during the inspection of the rooms after departure, the guesthouse will enforce its claims against the guest through legal means, with police involvement, and the costs will be charged to the guest.

## **9. Conditions for Using the Service**

9.1. The Guest can occupy the room from 2:00 PM on the day of arrival (Check-in) and must leave it by 10:00 AM on the last day of stay (Check-out), unless the Service Provider has agreed to an earlier arrival (Early Check-in) or a later departure (Late Check-out).

9.2. The Guest uses all services of the guesthouse at their own risk during the entire stay.

## **10. Digital Document Scanner and VIZA System**

According to the applicable law, the condition for check-in and room occupancy is the presentation of a photo ID (identity card, card format driver's license, or passport) of the persons using the accommodation upon arrival at the reception, and recording these with a digital document scanner by the accommodation. Every guest must present a photo ID upon arrival, and for children under 14 years, this can also be recorded based on the representative's declaration.

According to the applicable legislation – if the guest does not present the ID for personal identification upon arrival, – the guesthouse will refuse to provide the accommodation service. The guesthouse is obligated to transfer the data to the Closed Guest Information Database (VIZA) system from September 1, 2021.

## **11. Pets**

11.1. Pets are allowed in the accommodation after prior arrangement and for an additional fee. They can be kept in the room under the supervision of the Guest and can use the common areas to access the rooms.

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

## **12. Refusal to Fulfill the Contract, Termination of the Service Obligation**

12.1. The Service Provider is entitled to terminate the contract for accommodation services with immediate effect or refuse to provide the service if:

a) the Guest does not use the provided room or the services and/or premises intended for their provision properly;

b) the Guest disturbs the peace and does not cease the disturbing behavior despite being warned;

c) the Guest does not comply with the guesthouse's safety regulations (e.g., smoking in prohibited areas and not stopping despite being warned);

d) the Guest behaves unacceptably or rudely towards the guesthouse employees or other guests, is under the influence of alcohol or drugs, exhibits threatening, offensive, or other unacceptable behavior;

e) the Guest suffers from an infectious or other illness that disturbs the peace of other guests;

12.2. If the contract between the parties cannot be fulfilled due to force majeure, the contract will be terminated.

### 13. Smoking

13.1. The guesthouse is a non-smoking accommodation. Smoking and the use of e-cigarettes are prohibited in the rooms, common areas, and enclosed spaces of the guesthouse. Smoking is only allowed in designated areas.

The employees of the guesthouse are entitled to warn guests and any other person on the premises of the guesthouse to comply with this regulation and to stop smoking or using e-cigarettes. Our guests and any person on the premises of the guesthouse are obliged to comply with this regulation and any warnings given. In case of violation of this regulation, the guesthouse is entitled to terminate the contract unilaterally and with immediate effect, and to expel the guest from the guesthouse without any obligation of refund and/or compensation, and to charge the room bill with an additional cleaning fee.

13.2. If the guesthouse is fined by the competent authority based on the relevant legislation due to the unlawful behavior of any guest or other person on the premises of the guesthouse, the guesthouse is entitled to pass on the amount of the fine to the person exhibiting the unlawful behavior and to demand payment from them.

### 14. Placement Guarantee

14.1. If the guesthouse is unable to provide the services specified in the contract due to its own fault (e.g., overbooking, temporary operational problems, etc.), the Service Provider is obliged to arrange accommodation for the Guest immediately.

14.2. In case of a fault, the Service Provider is obliged to provide/offer the services specified in the contract at the confirmed price and for the specified duration – or until the obstacle is removed – at another accommodation of the same or higher category. All additional costs for the substitute accommodation are borne by the Service Provider.

14.3. If the Service Provider fully meets these obligations and/or if the Guest accepts the substitute accommodation offered to them, the Contracting Party cannot make any subsequent claims for compensation.

## 15. Guest's Illness or Death

15.1. If the Guest becomes ill during the period of using the accommodation service and is unable to act in their own interest, the Service Provider will offer medical assistance.

15.2. In case of the Guest's illness/death, the Service Provider is entitled to claim compensation for costs from the relative, heir, or payer of the bill for the costs of any medical and procedural expenses, the value of services used before the death, and any damages to equipment and furnishings caused in connection with the illness/death.

## 16. Guest Rights

16.1. Under the Contract, the Guest is entitled to use the ordered room and the facilities of the accommodation that fall within the usual range of services and are not subject to special conditions.

16.2. The Guest may lodge a complaint concerning the fulfillment of services provided by the Service Provider during their stay at the accommodation. The Service Provider undertakes to investigate any written or verbally reported complaints recorded at the reception within 72 hours of receipt and to provide a substantive response to the Guest.

16.3. The Guest's right to lodge a complaint ceases upon departure from the accommodation.

## 17. Guest Obligations

17.1. The Contracting Party is obliged to settle the payment for the ordered services as specified in the Contract by the agreed deadline and in the agreed manner.

17.2. Children under 14 years of age may only stay in the room under the continuous supervision of a parent or other responsible person appointed by the parent. The accompanying person is responsible for the safety of the child and any damages caused by the child. Guests under 14 years old may only use the services of the guesthouse if accompanied by a parent or another responsible person appointed by the parent. Persons under 18 years old are not allowed to consume alcohol on the guesthouse premises or during events. The parent or the responsible person appointed by the parent must ensure compliance with this obligation. The legal, moral, and financial consequences of violating this obligation fall entirely on the parent or the responsible person appointed by the parent.

17.3. Only registered Guests may stay in the guesthouse rooms. The Guest is responsible for the behavior of their visitors, including any potential damages. The guesthouse excludes liability for damages caused to the Guest and/or third parties by the visitor. The Service Provider may charge an extra fee for guests exceeding the number of people specified in the room booking.

17.4. The Guest must report any damages suffered immediately to the Service Provider and provide all necessary information required to clarify the circumstances of the damage or for any potential administrative or criminal proceedings.

17.5. The furniture and equipment of the guesthouse may only be taken out of the premises with the prior written permission of the Service Provider. Any rearrangement or moving of furniture in the room can only be carried out by the Service Provider's staff or designated representatives.

17.6. The Service Provider prohibits the bringing of the following items:

- a) corrosive, flammable chemicals or substances classified as such by applicable law;
- b) materials classified as flammable and/or explosive by applicable law;
- c) particularly expensive, high-value items, or museum pieces;
- d) fireworks, firecrackers, their parts, and components;
- e) waste or items harmful to the environment or health;
- f) psychotropic substances.

The Service Provider excludes liability for any damage to unauthorized items brought into the premises.

## 18. Liability of the Contracting Party for Damages

The Guest is liable for any damages and disadvantages suffered by the Service Provider or third parties due to the fault of the Guest, their companion, or other persons under their responsibility. The Guest must compensate the Service Provider for any damages caused. This liability exists even if the injured party has the right to claim compensation directly from the Service Provider. The Guest must reimburse the Service Provider for any damages compensated by the Service Provider on behalf of the Guest.

## 19. Rights of the Service Provider

If the Guest fails to fulfill their obligation to pay for the utilized or non-utilized but penalty-bearing services ordered in the Contract, the Service Provider has a lien on the Guest's personal belongings brought to the accommodation as security for its claims.

## 20. Obligations of the Service Provider

The Service Provider is obliged to:

- a) provide the ordered accommodation and other services as per the valid regulations and service standards;
- b) investigate any written complaints from the Guest and take necessary steps to resolve the issue, documenting these actions in writing.

## 21. Liability of the Service Provider for Damages

21.1. The Service Provider is liable for any damages suffered by the Guest within its facilities due to the fault of the Service Provider or its employees. The Service Provider is not liable for damages resulting from unavoidable reasons beyond the control of the Service Provider's employees and guests or caused by the Guest themselves. The Service Provider may designate areas within the accommodation where Guests are not permitted to enter. The Service Provider assumes no liability for any damage or injury occurring in such areas.

21.2. The Service Provider is also liable for damages resulting from the loss, destruction, or damage of the Guest's belongings if these were placed in a designated room or handed over to an employee authorized to receive such items.

21.3. The Service Provider assumes no liability for valuables left in the vehicles parked in the Service Provider's parking lot.

21.4. The Service Provider assumes no liability for valuables left in other areas of the guesthouse.

## 22. Confidentiality

In fulfilling its obligations under the Contract, the Service Provider is obliged to act in accordance with Act LXIII of 1992 on the Protection of Personal Data and the Publicity of Data of Public Interest and other relevant data protection laws, as well as any internal regulations of the Contracting Party made known to the Service Provider.

## 23. Force Majeure

Any reason or circumstance (e.g., war, fire, flood, adverse weather conditions, power shortage, strike) beyond the control of either party (force majeure) exempts both parties from fulfilling their obligations under the Contract as long as the reason or circumstance exists. The



parties agree to do their utmost to minimize the possibility of these reasons and circumstances occurring and to remedy any damage or delay caused as soon as possible.

#### 24. Applicable Law, Jurisdiction

The relationship between the Service Provider and the Contracting Party is governed by the provisions of the Hungarian Civil Code. Any legal dispute arising from the service contract shall be settled by the competent court at the location of the service.

#### 25. Validity of the Terms and Conditions

These General Terms and Conditions are effective from June 11, 2023.

Fertőrákos, June 10, 2023.