

**ADLER PENSION CATERING AND COMMERCIAL  
LIMITED LIABILITY COMPANY  
GENERAL TERMS AND CONDITIONS**

**1. INTRODUCTION**

- 1.1. **ADLER Pension Catering and Commercial Limited Liability Company** (registered office: H-2040 Budaörs Budapesti út 15., Hungary, company register number: Cg. 13-09-062127, phone: +36 23 440 215, e-mail address: adler@adlerpansio.hu, website: www.adlerpansio.hu, hereinafter: **the Company**) operates and provides pension type accommodation services (hereinafter: **the Service**). The pension's name is ADLER PENSION (hereinafter: the Pension).
- 1.2. The accommodation service contract concluded on the Company's website through its on-line reservation system, defined in 2.1. shall be governed by the present general terms and conditions (hereinafter: **the GTC**) which shall form part of it, unless expressly provided by it differently. Prior the conclusion of the service contract, the Guest had read and accepted the contractual provisions of the present GTC, according to which it is fully applicable to the legal relationship between the Guest and the Company.
- 1.3. The present GTC is available on the Company's Website and at its registered office.

**2. CONCLUSION OF THE SERVICE CONTRACT**

- 2.1. The person using the Service provided by the Company is the guest (hereinafter: **the Guest**). A service contract (hereinafter: **the Contract**) is concluded between the Company and the Guest for the provision / use of the Service. The Company provides the Service at its registered office. The Contract is concluded by the submission of the reservation by the Guest and the acceptance of the reservation by the Company, by sending an official confirmation (voucher) by e-mail to the Guest. The Contract is established between the Guest as the Service user and the Company as the Service provider. The subject matter of the Contract is the provision / use of the Service reserved. If the reservation for the Service is submitted by a third party, the Company considers this third party to be the person acting on behalf of the Guest and shall not be obliged to examine whether the Guest is lawfully represented by the third party.
- 2.2. Reservation process on the website (order of technical steps):  
Under 'Reservation'
  1. Select arrival and departure date
  2. Select a room type
  3. Select the number of guests
  4. Fill in the contact details of the person making the reservation
  5. Fill in the details of guest(s)
  6. Acceptance of the GTC
  7. CompletionThe form used by the online reservation system ensures that any errors that occur during the reservation process are identified and corrected.  
The Guest may make the reservation according to the service contract specified in present GTC through the online reservation system on the Company's website. The Guest knows and accepts the content of the present GTC in the online reservation system by clicking on the checkbox and sending the reservation.
- 2.3. The reservation includes the date of arrival and departure, the contact details of the person making the reservation (name, telephone number, e-mail address, country), the details of the Guest(s) (name, address, country), the room type. The Company reserves the right to cancel the reservation if the data provided seems to be incorrect or untrue and the real intention to make a reservation cannot be verified. The cancellation removes the guest's right to the accommodation. The Company will notify the Guest of the cancellation if possible.
- 2.4. The Company will send an official confirmation (voucher) of the reservation within 1 day by email, by which the Contract will be concluded. The content of the voucher shall be part of the Contract. In the absence of formal confirmation, the Contract will not be concluded.
- 2.5. The language of the Contract is Hungarian and qualifies as a written contract. The Contract is not registered by the Company. The data of the Contract will be recorded and will be available later only to the extent that they are included in the accommodation management software.
- 2.6. The agreement is concluded for a definite period of time until using the Service. If the Guest leaves the Pension permanently prior to the expiration of the period specified in the reservation, the Company is entitled to a 100% remuneration for the unused Service, and is even entitled to re-rent / sell the vacated room.

### **3. CHANGE OF THE BOOKING**

- 3.1. To change the officially confirmed reservation to another date, or to change the number of Guests is only possible by sending an e-mail or written request, depending on the available capacity.
- 3.2. The Company will send an official confirmation of the changing by email. Unless officially confirmed, the booking will not be changed.

### **4. CANCELLATION OF THE BOOKING**

- 4.1. The Guest can cancel the reservation according to the conditions specified in the reservation system. Cancellation is free of charge unless the reservation is cancelled on the day before the arrival day – after the exact point in time specified in the online system. In this case 50% of the service fee payable under the Contract shall be paid as cancellation fee.
- 4.2. If the Guest does not use the Service and does not cancel it in advance, he/she is obliged to pay a contractual penalty equal to the total amount of the booked Service. In case of cancellation or non-cancellation, regardless of the penalty payment the Company's obligation to provide accommodation ceases and the Company will be entitled to sell the unused room to another Guest.

In case of booking by a third party on behalf of the Guest and the Company has a right to claim money under this clause, the sender of the reservation and the Guest shall jointly and severally be liable for the payment.

### **5. PRICES**

- 5.1. The Company publishes the prices of the Services, the details of the rooms and their equipment on the website.
- 5.2. The Company reserves the right to change its prices unilaterally before the official confirmation of the booking.
- 5.3. Payment can be made by cash, credit card or SZÉP card at check out based on an invoice issued by the Company. The Company reserves the right to require payment at check in. Payment by bank transfer is subject to individual assessment. The prices include VAT, but do not include tax on tourism, which shall be paid by the Guest according to the tax rate currently in force.
- 5.4. The Company provides information on current discounts, promotions and other offers on its Website.

### **6. METHODS AND CONDITIONS OF USING THE SERVICE**

- 6.1. The Guest is obliged to prove his/her identity in accordance with the legal regulations before occupying the room and to fill in the registration form.
- 6.2. The Pension does not accept guests with infectious diseases.  
The Pension is non-smoking, there is a designated smoking area in the garden of the Pension. If the Guest violates the smoking ban and as a result the fire safety equipment of the Pension is activated or the equipment of the Pension is damaged, the Guest is obliged to pay the damage and all costs before departure. In case of smoking in the room, the Company is entitled to charge a one-time extra cleaning fee of HUF 10,000.  
Pets are allowed only after individual assessment, therefore the Guest is obliged to ask for the consent of the Company in all cases. The Company reserves the right to prohibit the stay of a pet without justification at any time.  
Children under the age of 14 can only stay at the Pension with adult supervision.  
The Guest may bring his own food and drink into the area of the Pension only with the permission of the Company.  
The Company will provide the Guest with all additional information necessary and useful for the stay, which can be found in the rooms and at the reception.
- 6.3. The Pension has a car park, the guests can use it free of charge, depending on available places. The parking lot is closed for the night, but not guarded. The Pension has a restaurant and a barbecue terrace, which can be used not only by the Guests of the Pension.
- 6.4. If the Guest fails to comply with the payment obligation, the Company shall have a lien on the Guest's assets that were taken to the Pension to secure the claims.
- 6.5. The Company shall not be liable for any damages caused by the Guest.  
The Guest is liable for the damage caused by him/her or the persons under his/her responsibility. The damages have to be compensated according to the provisions of the Civil Code.
- 6.6. The Company shall be liable for any damage suffered by the Guest within the Pension, due to the fault of the Company or its employees. The Company's liability does not extend to damages that have occurred due to an unavoidable external cause falling outside the areas of the Company's responsibility, or have been caused by the Guest.  
The Guest is obliged to report the damage to the Company immediately and to provide the Company with all the data necessary to clarify the circumstances of the damage or make a police report / police procedure.

The Company is only liable for valuables, securities and cash if it has been specifically taken over for safekeeping. The Company is not responsible for personal items left in public areas or rooms.

## **7. TERMINATION**

- 7.1. The Company is entitled to terminate the Contract with immediate effect and refuse to provide the Service immediately if:
- the Guest does not use the Pension as intended;
  - the Guest does not follow the security rules and policies of the Pension,
  - the Guest behaves rudely towards, threatens or insults the staff or other Guests, or his/her behaviour is otherwise unacceptable;
  - the Guest is under the effect of alcohol or drugs;
  - the Guest suffers from an infectious disease;
  - the Guest does not fulfill the payment obligation in time.
- 7.2. In the event of immediate termination, the Company shall not be obliged to refund the fee already paid.

## **8. COMPLAINTS**

The Guest may make a complaint regarding the fulfillment of the Service provided by the Company during the stay. The Company undertakes to handle the written complaint communicated to it (or the oral complaint recorded by the Company). The Guest's right to complain expires after departure.

Questions that are not covered by the present GTC shall be governed by the provisions of the Civil Code.