

General Contract Terms and Conditions (GCTC)
considering accommodation facility and event hall services

Enforced: from 1st January 2020

Valid: until recalled

The GCTC applies to: on the one hand Zalaerdő PLtd as service provider (hereinafter Service Provider), on the other hand to any person (hereinafter Guest) using the accommodation facility of business purpose, forest school and event hall services of Zalaerdő PLtd.

1. General Provisions

1.1. The General Contract Terms and Conditions (hereinafter GCTC) shall summarise the contracting content, in accordance with which the Service Provider shall make a contract with the Guest in general considering the accommodation facility of business purpose, as well as the event hall services.

1.2. This GCTC shall not contain any individual conditions; however, it will not exclude to make any other, special agreements with travel agents or event organisers, with different conditions appropriate for the given deal in each case.

2. Contracting Parties

2.1. The services provided by the Service Provider will be used by the Guest. If the Guest contacts the Service Provider directly to order the services, the Guest shall become the Contracting Party. Both the Service Provider and the Guest shall become Contracting Parties (hereinafter: Contracting Parties).

2.2. If a third person (hereinafter: Intermediary) orders the services from the Service Provider on behalf of the Guest, the conditions of the cooperation shall be regulated by the agreement between the Service Provider and the Intermediary. In this case the Service Provider is not obliged to control, whether the third person shall represent the Guest legally.

3. Methods and Conditions of Using the Accommodation Facility Services

3.1. To the written (or oral) request of the Guest the Service Provider shall send a written offer in the format of an e-mail in each case. If no order is sent within 72 hours, the validity period of the Service shall be terminated.

3.2. The Guest can book a service in a written format any time; they are confirmed on workdays between 7.30 a.m. and 4.30 p.m.

3.3. The following data must be given in the course of booking:

- name
- address
- date of birth
- contacts (phone number, e-mail address)
- period of booking
- number of guests arriving
- number and age of children in order to claim discounts for children
- the legal title of the claim for requiring any other discounts.

3.4. The contract shall be formed only if the order of the Guest in writing is confirmed by the Service Provider sent also in writing, and it is considered to be a Contract formed in writing.

3.5. Any oral agreements, orders, completions, modifications, or the oral confirmation of these by the Service Provider shall not be considered as a Contract.

3.6. The Contract on the use of services shall be valid for a determined duration.

3.7. If the Guest leaves the room or the venue of the service ultimately prior to the end of the determined duration, the Service Provider shall be entitled to get the entire price of the service established in the contract. The Service Provider shall be entitled to sell the room as vacant prior to the determined duration.

3.8. One of the conditions of using the accommodation facility service is that the Guests shall identify their personal identities in accordance with the legal regulations, before taking the room, with the help of filling in the registration form. No one is allowed to stay in the rooms of the accommodation facility without registration.

4. Check-in and Check-out Dates (Duration of Stay)

4.1. The Guest has the right to take the room in the quantity as ordered from 2 o'clock p.m. on the day established in the agreement, except for the case, if the Parties have agreed on the appointment of the earlier arrival previously.

4.2. The Service Provider has the right to withdraw from the contract in the case, if the Guest does not arrive until 6 o'clock p.m. on the day established in the agreement, except for the case, if the Parties have agreed on the appointment of the later arrival previously.

4.3. If the Guest pays a deposit, the rooms in the quantity as ordered shall be booked until 10 o'clock a.m. the next day at the latest.

4.4. The Guest has to leave the room until 10 o'clock a.m. on the day of departure, except for the case, if the Parties have agreed on the appointment of the later departure previously.

5. Lengthening the Stay

5.1. The previous approval of the Service Provider is needed the stay to be lengthened by the Guest.

5.2. If the utilisation of the accommodation facility enables, the Guest shall have the opportunity to arrive early and/or depart late.

5.3. If the Guest does not leave their room until 10 o'clock a.m. on the day of the departure established at the registration and the Service Provider has not approved the stay to be lengthened preliminarily, the Service Provider is entitled to charge the price of the room for one more day.

6. Methods and Conditions of Using Services

6.1. The Service Provider shall provide catering – if any catering services can be used at the accommodation facility – only in case of preliminary written order and in the quantity established in the order. The deadline of the order shall be four days before the first meal. The Service Provider shall not provide any a 'la carte services.

6.2. If the Guest uses the catering services ordered earlier and confirmed in writing partly or not at all, the Service Provider is entitled to charge the entire amount established in the Contract.

6.3. You can cancel or modify the ordered catering services 4 days prior to the planned appointment at the latest.

7. Pets

7.1. You are allowed to take any pets to the accommodation facilities of the Service Provider (dogs, cats, etc.) for the rate of fees determined on the price list. You are allowed to take any special service dogs free of charge.

8. Prices

8.1. The respective list prices of the Service Provider can be accessed on the website of Zalaerdő PLtd (www.zalaerdo.hu) and they are posted at the accommodation facility.

8.2. The Service Provider can change their published prices without any prior notice (for example: because of package prices or any other discounts). If the Guest has already booked the accommodation, and it has been confirmed in writing by the Service Provider, the Service Provider cannot change this price of the accommodation.

8.3. The published prices shall contain the VAT regulated by the law; furthermore, the tourist tax enforced at proposal and to be paid at the accommodation facility is also given. The Service Provider is allowed to pass the extra costs due to the changes in the enforced tax law (VAT, tourist tax) on the Contracting Party, at short notice.

9. Offers, Discounts and Reduced Prices

9.1. The current offers, discounts and reduced prices shall be published on the website (www.zalaerdo.hu) of the Service Provider.

9.2. The different discounts already published cannot be used at the same time with any other discounts.

9.3. The Service provider shall declare terms and conditions established in an individual contract in case of booking products with special conditions, booking in a group or in case of any events.

10. Discounts for Children

10.1. The Service Provider shall provide children - staying in the same room as the parents – the following discounts:

- under the of 3 it is free of charge,
- between the ages of 3-18 the price determined for children by the accommodation facility.

10.2. In case of any group of children (school groups) one attendant aged over 18 after ten students is allowed to get the accommodation facility free of charge. However, the attendants aged over 18 are also obliged to pay the current tourist tax.

11. Methods of Payment

11.1. You can take a guarantee for your booking and you can pay for the services ordered previously only by paying a deposit; you can pay a deposit either via bank transfer, with an OTP SZÉP-card or paying in by cash at the cashier's office. You are not allowed to pay for the services ordered at the accommodation facility (except for the Tourist Hostel in Csömödér).

11.2. In case of money transfer:

Name: Zalaerdő Zrt. (Zalaerdő PLtd)

Account provider bank: K&H Bank and Insurance PLtd

Bank account number: 10404900-49012136-00000000

Remarks: name of accommodation facility and date of arrival

11.3. Paying a deposit with an OTP SZÉP-card

After signing in the website of the OTP SZÉP-card, you can find Paying Deposit in the menu of Administration processes on the display. You have to enter the name of the accommodation facility, the given amount selected from the different sub-accounts and the required data; then you can pay.

11.4. You can pay in by cash at the cashier's office of the Forestry Company competent over the services with prescription.

12. Cancellation Conditions

12.1. If the Service Provider does not determine any other conditions in their proposal, the terms and conditions of cancellation and modification are the following:

12.1.1. 100% of the charge of the service paid in advance shall be transferred back deducted with the bank costs if you cancel your booking more than 14 days before the date of arrival confirmed by the accommodation facility.

12.1.2. 50% of the charge of the service paid in advance shall not be transferred back by the Service Provider if you cancel your booking on the 14th or within 14 days before the date of arrival confirmed by the accommodation facility.

12.1.3. The amount transferred from the SZÉP-card cannot be transferred back by the Service Provider to the SZÉP-card of the Guest. The Service Provider shall transfer back the amount deducted with the commissions charged by the OTP bank to the Service Provider to the bank account given by the Guest.

12.1.4. If the Guest leaves the room finally prior to the pre-determined duration, that means interrupting their stay, the Service Provider is entitled to get the entire price of the service established in the Contract.

12.1.5. If the Contracting Party is a business organisation (including any business companies, social organisations, churches, municipality governments, institutions of municipality governments, state organisations and their institutions, etc.), in case of cancellation the Contracting Party/Buyer is obliged to pay the possible financial penalty to the Service Provider, even if the Guest acting on behalf of the Buyer pays the fee of the accommodation directly.

12.2. If the Contracting Party does not arrive on the day of arrival (and they do not send any written cancellation either), the Service Provider shall enforce the entire amount paid in advance and established in the Contract as a financial penalty. In this case the accommodation shall be reserved for the Contracting Party until 10 o'clock on the day following the day of arrival; afterwards, the Service Obligation of the Service Provider shall terminate.

12.3. In case of group booking the charges of guests who have not arrived have to be paid, if the leader of the group does not modify the headcounts one day before the arrival at the latest.

12.4. If the Contracting Party has not secured the use of services through payment, and no concerning written agreement has been made, the Service Provider shall not be obliged to reserve the rooms for them.

13. Refusal of the Performance of the Contract, Termination of Service Providing Obligation

13.1. The Service Provider is obliged to terminate the Contract for accommodation or catering with immediate effect that means to refuse providing services, if:

- the Guest does not use the room or the premises put at their disposal properly;
- the Guest does not leave their room until 10 o'clock a.m. on the day of the departure established at the registration, the Service Provider has not approved the stay to be lengthened preliminarily;
- the Guest handles the security, the order and the staff of the accommodation facility in a rude or objectionable way, cannot control their behaviour as a result of taking alcohol or drugs, they act in a threatening or offensive way; or their behaviour is just unacceptable because of any other reasons;
- the Guest suffers from any infectious diseases;
- the Contracting Party does not fulfil their payment obligations established in the Contract until the determined deadline;

13.2. If the Contract between the Contracting Parties cannot be fulfilled as a result of any Force Majeure reasons, the Contract shall be terminated.

14. Guarantee for Placement

14.1. If the Service Provider cannot provide the accommodation facility services ordered in the Contract from their own fault (overbooking, temporary operation problems, etc.), they are obliged to take care about the placement of the Guest promptly.

14.2. The Service Provider is obliged to provide/to secure the services as ordered, for the prices and duration confirmed in the Contract – or until the incapacitation ends – at another accommodation facility of the same category. All the extra costs of the use of the replacement accommodation facility have to be charged by the Service Provider.

14.3. If the Service Provider fulfils their obligation entirely, or if the Guest has accepted the replacement accommodation facility, neither the Guest nor the Intermediary acting on behalf of the Guest shall lay any subsequent compensation claims.

15. The rights of the Guest

15.1. Entering into the contract for accommodation services the Guest is entitled to:

- use the rented room and the public rooms and any other premises of the accommodation facility (e.g. indoor workshop) properly.

15.2. The Guest is entitled to complain about the performance of the services provided by the Service Provider during the duration of their stay at the accommodation facility. The Service Provider shall take the obligation to handle the complaints received in writing (or recorded by them) during this period.

16. The obligations of the Guest

16.1. The Contracting Party is obliged to pay the charges of the services ordered in the Contract and used de facto within 3 workdays at the latest after service has been used, except for the case, if the Parties have agreed on it in a diverse way.

16.2. The Guest shall be responsible and liable for any damages and disadvantages, which the Service Provider or a third person will suffer as a result a fault of caused by the Guest, their partner or by any other people under their control.

17. The rights of the Service Provider

17.1. The employee of the Service Provider is obliged to control each Guest checking in and out and to establish their identity as well.

18. The obligations of the Service Provider

18.1. The Service Provider shall provide the accommodation and all the other services ordered by the Guest in accordance with the valid rules and service standards.

18.2. The Service Provider is obliged to examine the written complaint of the Guest, and to take all the actions needed to solve the problem, furthermore, to record them in a protocol in a written format.

19. Liability for Compensation of the Service Provider

19.1. The Service Provider shall take any responsibility and liability for any valuables, securities and for cash, if they have taken them for safekeeping deliberately.

19.2. The responsibility and liability of the Service Provider shall not apply to damages, which could occur as a result of any reasons outside the competence of the employees and the Guests of the Service Provider or which have been caused by the Guest themselves.

19.3. Any damages of the Guest have to be proven by the Guest.

20. The Illness or Death of the Guest

20.1. If the Guest becomes ill during the use of the accommodation services, and they are not capable of acting on behalf of themselves, the Service Provider shall offer to call for any medical help.

20.2. In case of the illness/death of the Guest the Service Provider shall lay a claim for the compensation of their costs to the relatives, the heirs or to the person paying the invoices of the diseased person/descendant, regarding the possible medical and legal expenses, the charges of the services used prior to the death, and any damages caused in the equipment and furniture relating to the illness/the death.

21. Force Majeure

21.1. The occurrence of such reasons or circumstances (for example: war, fire, flood, vicissitude of the weather, power outage, strikes), which the Parties shall not be able to take under control (force majeure), shall absolve any Parties from their commitments of the Contract, as long as these reasons or circumstances exist.

22. The Security of Data Controlling and Processing

22.1. The Service Provider shall control and process the allocated personal data during their activity in each case in accordance with the enforced legal regulations; they shall ensure the security of these data, take such technical and organisational actions and establish the proceeding rules, which are necessary for the legal regulations to be adhered.

22.2. The Service Provider shall use the data of the Guest during their activity only for the purpose of making a contract and invoicing in accordance with the Act CXII of 2011 on Informational Self-determination and Freedom of Information.

22.3. The regarding data allocated by the Guest can be accessed only by the colleagues of the Service Provider and the partners contracted in the field of catering.

22.4. The Service Provider shall not give any regarding personal data to a third person, only with the preliminary and explicit consent of the person involved.

22.5. The Guest shall acknowledge that the Service Provider is obliged to give the regarding personal data to the requesting authority on the basis of legal authorization if the legal conditions exist. The Guest cannot object to the data disclosure based on law, resolution of an authority or the court.

23. The Place of Performance and the Applicable Law in the legal relation of the Parties, Competent Court

23.1. The place of performance is the place, where the accommodation facility of the stay can be found.

23.2. Concerning each legal dispute arising from the Contract for Accommodation, regarding the Service Provider, the venue of a competent court shall be appointed on the merits.

23.3. The legal regulations of the Hungarian Republic shall apply to all legal relations between the Service Provider and the Guest.

In case of entering into the contract for accommodation facility services you shall accept that you have read and understood the terms, conditions and rules mentioned above and you shall agree with their content. The GCTC shall be modified later.

Dated: in Nagykanizsa, on 20th December 2019