

General Terms and Conditions

Hotel Clark Budapest

1. Data of the Service Provider

Owned & operated by: **Unione-Clark Ingatlanhasznosító Kft.**

Seat: **H-1123 Budapest, Alkotás út 55-61.**

Company registry no.: **01-09-879417**

Tax no.: **13909813-2-43**

2. General rules

2.1. Present „General Business Terms and Conditions" regulate the use of the lodgings and related services provided by the Service provider.

2.2. Special, unique conditions do not constitute part of the indicated General Business Terms and Conditions, but do not exclude drawing up special agreements with tour operators, organizers, from time to time with conditions adjusting to the type of the business.

3. Contracting party

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

3.2. In the event if an order for services is placed directly with the Service provider, the Guest is qualified by the Contracting party. The Service provider and the Guest jointly - if the terms and conditions are met - become contracting parties (hereinafter Parties).

3.3. In the event if an order for services is placed with the Service provider by a third party commissioned by the Guest (hereinafter Agent) the terms and conditions of the cooperation shall be regulated by the contract concluded between the Service provider and the Agent. In this case, the Service provider is not obliged to examine if the representation of the Guest by the third party is lawful.

4. The contract, the reservation, modifications, obligation for notification

4.1. Upon written or verbal inquiry by the Guest, the Service provider makes an offer. If no order is placed within 48 hours of sending the offer, the obligation of the Service provider for the offer ceases to be binding.

4.2. The Contract enters into effect when the Service provider confirms in writing the verbal or written booking of the Guest, and as such is qualified a Contract concluded in writing. Any booking, agreement, modification, or confirmation of these by the Service provider are not qualified as contracts.

4.3. The Contract on the use of accommodation services is concluded for a definite period of time.

4.3.1. If the Guest checks out prior to the end of the definite period of time, the Service provider is entitled to the full value of the service set down in the Contract. The Service provider is entitled to sell the free room before the contracted period of stay.

4.3.2. The Service provider needs to previously approve any extension of the use of the accommodation service that is initiated by the Guest. In this case, the Service provider may request the payment of the fee of the already provided services.

4.4. The Contract can only be modified and/or complemented by a written agreement signed by the Parties.

5. Terms of cancellation

5.1. Unless otherwise determined by the hotel in its offer, the accommodation services can be canceled without a penalty payment obligation until 24:00 local time 1 day prior to arrival.

a.) If the Contracting party has not ensured the use of accommodation services by advance payment, credit card guarantee, or any other contractual way, the Service provider's obligation for providing services shall cease after 16:00 local time on the day of arrival.

b.) If the Contracting Party has ensured the use of accommodation services by advance payment, credit card guarantee, or any other contractual way but does not check in until 24:00 local time on the day of arrival and does not inform the hotel about the late arrival, the Service provider shall charge a fee of at least one-night accommodation rate as a penalty.

5.2. In case of reservation of products with special terms, group arrivals, or events, the Service provider shall establish different terms set down in an individual agreement.

6. Rates

6.1. The hotel room rates (Rack Rate) are on display on the website of the hotel. The price lists of other services are available at the given hotel departments (restaurant, spa, wellness).

6.2. The Service provider reserves the right to change its published rates without prior notification.

6.3. When publishing its rates the Service provider shall indicate the tax content of the rates (VAT Local Tax) valid at the time of the offer in line with the regulations of the law. The Service provider shall transfer all surplus burdens arising from the amendment of the prevailing tax law (VAT, Local Tax) to the Contracting party following notification thereof.

6.4. You will find discounts, special rates, and offers on the hotel's website.

7. Payment terms, guarantee

7.1. The value of the services provided by the Service provider is to be paid by the Contracting party following the use of the services and prior to departure from the hotel, however, based on special agreement there may be a possibility for subsequent payment.

7.2. To guarantee the contractual use of the services provided and the payment of the value of the services the Service provider may;

a) request credit card guarantee, in the course of which the value of the ordered and confirmed service is blocked on the credit card,

b) request advance payment for a part of the full participation fee

7.3. The Contracting party can effect payment in HUF and/or

a) any currency indicated to be accepted by the Service provider. In such a case conversion and billing is made at the current foreign currency buying rate of the bank where the account of the Service provider is kept valid on the Guests' day of arrival.

b) the Service provider accepts certain means of payment other than cash (credit card, traveling checks, and based on a separate agreement; coupons, vouchers, etc.).

7.4. Any costs related to any payment method are to be borne by the Contracting Party.

8. Terms and conditions of using the hotel services

8.1. The Guest can check in on the day of arrival after 14:00, and is requested to check out on the departure day before noon.

8.2. If the Guest wishes to occupy the room before 14:00 on the day of arrival, the previous night will be charged at most by 50% based on a special agreement.

8.3. If the Guest wishes to leave the room after 12:00 on the day of departure, 50% of the following night's room rate will be charged, based on special agreement. After 18:00 the price of the entire room night will be charged.

9. Pets

9.1. Pets can generally be taken to the lodgings of the Service provider. They can be kept in the rooms and use the common areas to access the rooms under the supervision of the Guest, however, they cannot be taken to any other premises (offices, board rooms, wellness, etc.).

9.2. The Guest will be held fully liable for the damages caused by his/her pet.

9.3. The Service Provider will charge a fee for the accommodation of the pet in the room, based on a separate agreement.

10. Rejecting the performance of the Contract, ceasing of the obligation to provide services

10.1. The Service provider is entitled to withdraw from the Contract on providing accommodation-service without delay, and reject rendering the services if:

a) the Guest does not use the room or the building rendered for his use properly,

b) the Guest does not observe the security and order of the accommodation place, behaves with the employees in an objectionable rough manner, is under the influence of alcohol or drugs, and displays a menacing, offensive, or otherwise unacceptable conduct,

c) the Guest has a contagious disease,

d) the Contracting Party does not meet his/her advance payment obligation till the set deadline

10.2. In the event if the Contract between the parties is not performed due to „vis major" the Contract expires.

11. Guarantee for accommodation

11.1. In the event if the hotel of the Service provider is unable to ensure the services listed in the Contract through his own fault (e.g. overbooking, temporary problems of operation, etc.), the Service provider is obliged to ensure accommodation for the Guest without delay.

11.2. The Service provider is obliged;

a) to ensure/offer the services listed in the Contract at the rate and for the period confirmed, - or till the termination of the incapacitation - in another accommodation place of the same or of higher category. All surplus costs of the replacement accommodation place burden the Service provider,

b) to ensure a possibility for the Guest for making a phone call free of charge to be able to give notification about the change of accommodations,

c) to ensure free of charge transfer for the Guest to move to the offered replacement accommodation place, and possibly for moving back later.

11.3. If the Service provider fully meets these obligations, and if the Guest has accepted the replacement accommodation, no subsequent claim for compensation will be accepted.

12. Disease or death of the Guest

12.1. In the event if during the time of using the accommodation service the Guest is taken ill and is not able to care for his/herself on his/her own, the Service provider is to offer medical help.

12.2. If the Guest falls ill or dies the Service provider will require a cost compensation from the dependent, heir, or person settling his/her accounts, for the possible medical costs, the value of services used prior to the death, and the incidental damages done to the equipment and furniture in the hotel related to the disease/death.

13. Rights of the Contracting party

13.1. Pursuant to the Contract the Guest is entitled to the proper use of the ordered room and establishments of the accommodation place that belong to the usual service sphere, and are not under the effect of special conditions.

13.2. The Guest may complain about the performance of the services provided by the Service provider during his/her stay at the accommodation place. The Service provider is obliged during this period to handle complaints justifiably sent to him in writing (or minuted by him).

13.3. Any right of the Guest for complaint terminates after departing from the accommodation place.

14. Obligations of the Contracting party

14.1. The Contracting Party is obliged to settle the value of the contractually ordered services until the date and with the method laid down in the Contract.

14.2. The Guest shall not bring in any of his own food or drink to the F&B units and common areas of the hotel.

15. Compensation liability of the Contracting party

The Guest shall be held liable for all damages and inconvenience suffered by the Service provider or a third person out of the fault of the Guest, his escort, or any person(s) belonging to his responsibility. This liability remains to be in effect even if the aggrieved has the right to claim compensation of his damages directly from the Service provider.

16. Rights of the Service provider

In the event, if the Guest does not live up to his fee payment obligation related to the used or contractually ordered but not used services carrying a penalty, the Service provider - to ensure his claim - has a right of pledge on the Guest's personal belongings he has taken with him to the hotel.

17. Obligations of the Service provider

The Service provider shall;

- a) perform the accommodation and other services ordered based on the Contract in line with the valid stipulations and service standards,
- b) examine the written claim of the Guest and take steps to remedy the problem which is also to be recorded in writing.

18. Compensation liability of the Service provider

18.1. The Service provider shall be liable for all damages suffered by the Guest caused within the establishment by the Service provider or his employee.

18.1.1. The Service provider shall not be liable for damages that are the result of an unavoidable cause beyond the control of the employees and the guests of the Service provider or they have been caused by the guest himself.

18.1.2. The Service provider may designate places in the hotel that Guests may not enter. The Service provider will not be held liable for any damages or injuries caused in such places.

18.1.3. Guests shall immediately report to the hotel any damages suffered and provide the hotel all data necessary for clearing the claim, perhaps to be included in the police report/ police procedures.

18.2. The Service provider shall also be liable for damages suffered by guests because of the loss, damage, or destruction of their things if these were put in places that are designated by the Service provider or usually used for this purpose or in their safety box of the rooms and to things he has handed over to an employee of the Service provider whom he could believe to be authorized to receive his things.

18.2.1 The Service provider shall be liable for valuables, securities, and cash only if the service provider has expressly taken possession of the things for safekeeping or the damages have occurred due to a cause for which the service provider is liable in accordance with the general rules and regulations. In such cases, the burden of proof lies with the Guest.

18.3 The extent of indemnification is fifty times the sum of the contractual daily room rate, except if the damage is less than that.

19. Secrecy

In the course of performing its contractual obligations the Service provider is obliged to act in line with the Act LXIII. of 1992 on the Protection of Personal Data and the Disclosure of Information of Public Interest and the legal provisions related to data protection - and if the Contracting party has informed the Service provider thereof - the related internal regulations of the Contracting Party.

20. Vis major

Any reason or circumstance (e.g.: war, fire, flood, rigors of weather, power shortage, strike) beyond the control of the party (vis major), excuses any party from performing the obligations set in the Contract until this reason or circumstance exists. Parties agree to do everything in their power to limit the possibility of these reasons or circumstances occurring to the minimum and to remedy the damage or delay caused by them as soon as possible.

21. Jurisdiction, governing law

To the legal relationship between the Service provider and the Contracting party provisions of the Hungarian Civil Code shall apply. In any legal dispute arising from the service contract, the court authorized at the location where the services are provided is declared to have competence in handling the issue.

Online dispute resolution platform: <http://ec.europa.eu/odr>

22. Website

22.1 Referrals and Links

Unione-Clark Kft. has no influence on the design and contents of third-party material linked or referred to from its websites.

22.2 Copyright

The Layout of the websites, diagrams, pictures, and logos used and the collection of individual contributions are protected by copyright. Any duplication or use of objects such as diagrams, pictures, or texts in other electronic or printed publications is not permitted without Unione-Clark Kft. agreement.

22.3. Cookies

When you visit our websites, a persistent cookie (a small text file) is created and saved on your computer's hard drive. The cookie makes it possible to recognize you when you visit our site so that we can facilitate your browsing on the site and personalize your online experience (automatic recognition, a list of your favorite hotels, etc.).

22.4. Analytics

We use a Web site analytics tool that provides a set of data and tracks how visitors use our site. When you visit our site, we create cookies to record and receive non personally identifiable information concerning your searches on the site. The tool enables us to improve your online experience and make our site more user-friendly. It is never used to collect personal information. Most browsers automatically accept these cookies, but you can delete them or have them automatically refused. As each browser is different, you should refer to the "Help" section on your browser toolbar to find out how to set your preferences regarding cookies. However, you may not be able to use certain features on our site if you choose not to accept cookies.

The provisions of the General Terms and Conditions will take effect upon confirmation of the reservation.