

General Hotel Terms and Conditions (GHTC)

1. General provisions

1.1. The General Hotel Terms and Conditions (hereinafter referred to as GHTC) summarize contractual content based on which Tópart Üzemeltetési Kft - Hotel Corvus Aqua - (H-5904 Orosháza-Gyopárosfürdő, Hűvös u. 1.), (hereinafter: Service Provider) generally concludes travel agreements with its Guests.

1.2. Specific conditions do not constitute part of this GHTC, however, they do not exclude the conclusion of separate, specific agreements with travel agents and organizers occasionally concluded under different conditions relevant to the given business.

2. Contracting Parties

2.1. The services offered by the Service Provider are used by the Guest. If the Guest orders the services from the Service Provider directly, the Guest shall become the Contracting Party. If the conditions are met, the Service Provider and the Guest shall jointly become Contracting Parties (hereinafter: Parties).

2.2. If the request for the services is submitted to the Service Provider by a third person on behalf of the Guest (hereinafter: Intermediary), the conditions for the cooperation are governed by the agreement between the Service Provider and the Intermediary. In this case the Service Provider is not obliged to examine whether the third person is authorized to represent the Guest.

3. Means and conditions of using the service

3.1. In response to the verbal or written service request of the Guest, the Service Provider shall always send the offer in writing.

3.2. The Contract can only be concluded by the written confirmation of the Service Provider to the Guest's booking submitted in writing, and therefore qualifies as a Contract concluded in writing.

3.3. Verbal bookings, agreements, changes or their verbal confirmation by the Service Provider do not qualify as contracts.

3.4. The Contract for using the accommodation service is valid for a definite period.

3.5. If the Guest definitively leaves the room before the expiry of the specified period, the Service Provider is entitled to receive the total value of consideration for the service specified in the contract. The Service Provider is entitled to re-rent any rooms vacated before the expiry of the definite period.

3.6. Extending the length of using the accommodation service initiated by the Guest is subject to the prior consent of the Service Provider. In this case, the Service Provider may request the payment of the fees for the services already performed.

3.7. It is a prerequisite to using the accommodation services that the Guests prove their identity in line with the legal requirements before occupying the room. No person can reside in the hotel unannounced.

3.8. A written agreement signed by the Parties is required to amend and/or supplement the contract.

4. Check-in; check-out

4.1. Guests are entitled to occupy the room from 14:00 on the agreed day.

4.2. The Service Provider has the right to withdraw from the Contract if the Guest fails to appear by 18:00 on the agreed day, except where a later time of arrival was specified.

4.3. If the Guest paid an advance, the room(s) remain reserved by 12:00 the following day the latest.

4.4. The Guest must leave the room by 10:00 on the day of departure.

4.5. Depending on hotel occupancy, the hotel ensures the opportunity of early check-in and late check-out. If you wish to use this service, please notify our reception on the day that precedes your arrival.

5. Extension of hotel stay

5.1. Prior consent of the Service Provider is required for the Guests to extend their stay.

5.2. If the Guest fails to vacate the room by 10:30 on the day specified as departure day upon check-in, and the Service Provider did not priorly consent to extending the stay, the Service Provider is entitled to charge the room rate for an additional day and the service provision obligation of the Service Provider shall cease at the same time.

6. Prices

6.1. The current list prices of the hotel are located on the reception desk. Price lists of other services can also be obtained.

6.2. The Service Provider may change the advertised prices without prior notification (for example: for reasons of package prices or other special offers). If the Guest reserves accommodation and the Service Provider confirms this in writing, the price for this service cannot be modified by the Service Provider. The current prices of the Service Provider can be found on the hotel website (www.hotelcorvus.hu).

6.3. Guests can always receive information about the service prices at the hotel reception before the start of the service provision.

6.4. Upon disclosing the prices, the Service Provider shall always indicate the statutory rate of the tax content (VAT, tourist tax) of the prices valid at the time of the offer. The disclosed prices include the rate of VAT provided by legislation, but they exclude tourist tax which is payable on site. Subject to prior notification, the Service Provider can recharge any additional taxes (VAT, tourist tax) that incurred due to changes to the tax law in force (VAT, tourist tax).

7. Offers, discounts

7.1. Current offers and discounts are advertised on the website of the hotel. The advertised discounts always refer to individual reservations.

7.2. The advertised discounts cannot be combined with any other discounts.

7.3. In case of booking Service Provider's products subject to special conditions, group bookings or events, the Service Provider shall establish individual contractual terms and conditions.

8. Discounts for children

8.1. For children – accommodated in the same room with their parents – the following discounts are applied for meals and accommodation:

- Children up to 4 years, 100%
- Children up to 12 years, accommodation with breakfast according to the applicable list price and 50% discount from the extra charge of the half board
- Children over the age of 12, accommodation with breakfast can be received according to the applicable list price and half-board at adult price.

8.2. Displaying an extra bed or a crib is only possible in certain room types.

8.3. The request for an extra bed or a crib is necessary to be submitted to the Service Provider in advance, at the time of booking.

9. Amendment conditions

9.1. If the hotel does not define any other conditions in the offer, the conditions of amendment shall be as follows:

Client shall immediately inform the hotel about the amendment of any order and confirm it in writing.

9.1.1. Rescheduling the finalized and confirmed reservation to another date is possible subject to free capacity under the following conditions:
Up to 30 days before the arrival date it is free of charge,
within 29-15 days before the arrival date: HUF 4,000 / room / occasion,
within 14-2 days before the arrival date it is 10 % of the total booking value but at least HUF 10,000,
on the arrival date or one day before that, 50% of the offered total booking value is charged as amendment fee.

9.1.2. For our regulars, one amendment per booking made up to 15 days before the arrival date is free of charge.

10. Cancellation conditions

10.1. If the hotel does not define any other conditions in the offer, the cancellation conditions are as follows:

Client shall immediately inform the hotel about the cancellation of any order and confirm it in writing.

If the Client cancels the booking after the due date, Client undertakes to be charged with the following penalty:

10.1.1. In case of general bookings:
Bookings may be cancelled without penalty until 14 days before the arrival date.
Cancellation within 13-7 days before the arrival date: 25% of the offered total booking value,
Cancellation within 6-4 days before the arrival date: 50% of the offered total booking value,
Cancellation within 3-2 days before the arrival date: 70% of the total booking value,
and in case of cancellation within 24 hours before the arrival date, 100% of the offered total booking value shall be paid as penalty.

10.1.2.: In case of booking in the peak season:

Bookings may be cancelled without penalty 20 days before the arrival.
Cancellation within 19-10 days before the arrival date: 25% of the offered total booking value,
Cancellation within 9-4 days before the arrival date: 50% of the offered total booking value,
Cancellation within 3-2 days before the arrival date: 70% of the offered total booking value,
and in case of cancellation within 24 hours before the arrival date, 100% of the offered total booking value shall be paid as penalty.

10.1.3. In case of booking for New Year's Eve:

Bookings may be cancelled without penalty 30 days before the arrival.
Cancellation within 29-14 days before the arrival date: 25% of the offered total booking value,
Cancellation within 13-8 days before the arrival date: 50% of the offered total booking value,
Cancellation within 7-3 days before the arrival date: 70% of the offered total booking value,
and in case of cancellation within 48 hours before the arrival date, 100% of the offered total booking value shall be paid as penalty.

In case of cancellation, if the Party is a business organization (including business associations, non-governmental organizations, churches, local authorities, local authority institutions, state organizations and their institutions etc.), the penalty shall be paid by the Party / Client to the Service Provider if the accommodation fee is otherwise directly borne by the Guest acting on behalf of the Client.

10.2. If the contracting Party ensured the use of accommodation services by advance payment and fails to arrive on the arrival date (no written cancellation is received), Service Provider shall enforce the total amount of the advance payment defined in the Contract as penalty. In this case, Service Provider reserves the accommodation for the Party until 12:00 noon the day after the arrival date, following which the Service Provider's service obligation is terminated.

10.3. If the contracting Party fails to secure the use of accommodation services by advance payment, credit card guarantees, or any other means stated in the Contract, Service Provider's service obligation is terminated after 18:00 o'clock, local time, on the arrival date.

11. Payment method, guarantee

11.1. The consideration for the services may be paid on the spot by cash (HUF or EUR), by credit card indicated as accepted by the Service Provider, or by bank transfer or payment via the Internet webpage.

11.2. In case of bank transfer – unless the agreement concluded with the Service Provider states otherwise – the consideration for the ordered services shall be transferred by the Guest to the bank account of the hotel in a manner that the amount is credited to the bank account of the hotel by the arrival date, or the Guest shall certify the transfer by an irrevocable declaration provided by the Guest's financial institution.

11.3. Individual bookings can be guaranteed by providing credit card data or advance payment.

11.4. Other payment methods on the spot: OTP SZÉP ("Széchenyi Recreation") Card, K&H OTP SZÉP Card, MKB OTP SZÉP Card, Erzsébet Voucher (only for catering), any vouchers provided by the hotel and/or its contracting partners.

11.5. Service Provider is entitled to claim a deposit for the spa entrance watch provided to the Guest. The deposit covers losing the watch, or any damages caused in it. The amount of the deposit is HUF 5,000 per the number of watches, which is charged on the Guest's account at provision. By returning the watch without any damage, the total amount of the deposit is cancelled. The Guests shall pay the total amount of the deposit in cash to the Service Provider on the departure day if they want to use the spa entrance watch after the 10:00 am check-out. After returning the watches undamaged, the deposit is repaid.

12. The rejection of contractual performance, the termination of the service obligation

12.1. Service Provider is entitled to terminate the accommodation service Contract with immediate effect and therefore to reject the provision of services if:

- the Guest does not use the guestroom made available or the facility as intended;
- the Guest does not vacate the room until 10:30 a.m. on the departure date defined at check-in and the Service Provider did not give prior consent to extending the stay;
- the Guest behaves in an objectionable and offensive manner against the safety and order of the accommodation and its staff, is under the influence of drugs or alcohol and demonstrates threatening, hurting or otherwise unacceptable behaviour;
- the Guest suffers from infectious disease;
- the contracting Party does not perform the deposit payment obligation until the date defined by Contract.

12.2. If the Contract fails to be fulfilled due to force majeure, the Contract is terminated.

13. Accommodation provision guarantee

13.1. If the Service Provider's hotel fails to provide the services defined in the Contract as a result of its own fault (e.g. overbooking, temporary operation problems), Service Provider is obliged to provide for the accommodation of the Guest immediately.

13.2. Service Provider is obliged to ensure/offer the services defined in the Contract at another hotel for the confirmed price and for the period specified therein – or until the hindrances are over. Service Provider is charged for all the extra expenses of the replacement hotel.

13.3. If Service Provider fully complies with these obligations and the Guest accepts the offered replacement accommodation, the Party may not claim for indemnification.

14. Rights of the Guests

14.1. By concluding the Contract for accommodation services, Guests are entitled to the regular use of the rented rooms and the accommodation facilities made available to them as usual and without any special conditions, and to use the standard services in accordance with the indicated opening hours.

14.2. Guests may make complaints regarding the performance of the services by Service Provider during the time period of their stay at the accommodation facility. Service Provider is obliged to handle the complaints submitted in writing (or taken in minutes) during that period of time. Service Provider shall manage each complaint individually. Complaints may be submitted in writing to the following address and contact: Hotel Corvus Aqua – Tópart Üzemeltetési Kft
H-5904 Orosháza-Gyopárosfürdő,
Húvös u. 1. Tel: 00 36 68 413 810
Fax: 00 36 68 413 210
E-mail: info@hotelcorvus.hu

15. Obligations of the Guests

15.1. The Guests shall pay the amount specified under the agreement falling due by the deadline defined in the confirmation or upon termination of the accommodation service contract.

15.2. If the Guests bring any food or beverages in the hotel and consume them in public areas, Service Provider is entitled to charge them with a reasonable amount (the so called “corkage” for beverages). It is forbidden for hotel guests to take food/beverages out from the catering units of the hotel.

15.3. Before applying any electric devices brought by the Guests that do not belong to a regular journey, the permission of the Service Provider shall be requested.

15.4. Guests may park their cars free of charge in the uncovered and unguarded car park. Service Provider disclaims liability for any damages caused in the cars parking in the car park and the items stored in them (including, for example, but not exclusively: breaking in the car and stealing from it; car theft; damages caused by natural phenomena). The hotel disclaims liability for the valuables left in the guestrooms; Guests are advised to use the lockers placed in the rooms or at the central reception.

15.5. Traffic is maintained according to the rules of the road in the car park. The speed limit for cars is 20 km/hour.

15.6. Please collect garbage in the dustbins placed in the area of the facility or in the rooms. Furniture may not be carried out or moved from the rooms or the building.

15.7. The devices and equipment displayed in the area of the facility shall be used exclusively at the Guest’s own risk, in compliance with the displayed user manuals/guides.

15.8. In light of the enforcement of Act XLLII of 1999 on the protection of non-smokers, the hotel became a non-smoking facility as of 1 January 2012. According to the legislation, it is forbidden to smoke in the closed rooms (including the guestrooms) and public areas of the hotel as well as in the whole open area that belongs to the hotel (including terraces, balconies, the car park etc.). The hotel has displayed the signs calling to comply with these obligations on the spots defined by the referred act.

The staff of the hotel is entitled to warn the Guests and any other persons staying at the hotel’s premises to comply with the legislation and stop any illegal behaviour.

Guests and any other persons staying at the hotel’s premises are obliged to comply with the rules and fulfil the potential warning. If the hotel’s operator is charged with penalty on the basis of regulations by the authorities due to the offensive behaviour of any Guests or any other persons at the hotel’s premises, the operator is entitled to transfer the penalty to the persons behaving offensively and to claim the payment from them.

15.9. In case of fire, please immediately inform the reception.

15.10. The Guests using the rooms and public devices and equipment of the hotel together with others are jointly responsible for any damages caused during the unintended use.

15.11. For the fireworks and any other activities subject to authorisation, Guests are required to obtain the hotel's written consent as well as the necessary authority permits.

15.12. Guests ensure that any children under the age of 14 under their responsibility shall stay in the Service Provider's hotel under adult supervision.

15.13. The Guest shall immediately report to the hotel any damages suffered and provide all the necessary data that is required for the clarification of the circumstances and for the police records / police procedures.

15.14 The Guest specifically understands that for property protection reasons a closed-circuit surveillance system is operating in the public areas of the hotel (excluding the sauna and the restrooms but including the car park and all the outside areas that directly belong to the hotel), whose records are deleted according to the related rules and regulations.

16. Pets

16.1. Pets (dogs, cats) can be taken in the hotel for the fee defined in the price list. Guide dogs can be taken in the hotel by our Guests for free.

17. Rights of the Service Provider

17.1. If the Guest fails to meet the obligation to pay the fee for the used or contractually ordered but not used services subject to penalties, the Service Provider shall be entitled to lien on the Guest's personal properties brought to the hotel to secure the claims.

17.2. The reception staff ensuring constant supervision in the area of the facility is entitled to check the entering and leaving Guests, to their identification and to the examination of the leaving vehicles if appropriate.

17.3. The reception staff is entitled to guide the traffic in the area of the facility, if necessary.

18. Obligations of the Service Provider

18.1. Service Provider shall perform the ordered accommodation and other services under the Contract according to the relevant rules and service standards.

18.2. Service Provider shall investigate the Guest's written complaints, take the necessary steps to manage the problem and record them in writing.

18.3. Within the hotel area and on the terraces, to protect the relaxation of the Guests it is forbidden to make loud noises after 22:00, including watching television at a disturbing volume and listening to loud music in the guestrooms and making music loudly in the hall; the hotel's staff is responsible for keeping to these rules.

19. Guest illness or death

19.1. If the Guest becomes ill while using the accommodation services and is unable to act personally, the Service Provider offers medical aid.

19.2. In case of the illness/ death of the Guest, the Service Provider has the right to claim for compensation against the relatives, heirs or bill-payer; in terms of the eventual medical and procedural costs, for the cost of the services provided before the death, and the damages to the equipment and devices in connection with the illness/death.

20. Privacy policy

20.1. To subscribe to the newsletter on our website, name and e-mail address are required. By subscribing to the Newsletter, the User contributes to the management of his/her provided data. Service Provider manages the data until their deletion is requested.

20.2. Unsubscription is possible on a direct link provided in each Newsletter and it is also possible via the website.

20.3. The authenticity of the provided data is the User's responsibility.

20.4. Services Provider shall protect the data against unauthorized access, alteration, forwarding, disclosure, deletion or destruction, and accidental destruction and damage.

20.5. The Service Provider shall ensure data security jointly with the server operators.

20.6. The data management staff may have exclusive access to the personal data provided by the User. Personal data shall not be provided by the data operator to any third parties beyond the indicted persons.

20.7. The Service Provider shall not disclose any personal data to third parties without the prior and expressed consent of the person in question.

20.8. The User understands that the Service Provider is obliged to provide personal information to the requesting authority on the basis of a statutory authorization if the legal conditions prevail. User shall not raise objections against data provision based on legislation, authority or court decision.

21. The Service Provider's liability for damages

21.1. Service Provider is liable for the damages resulted from the loss, damages or destruction of the Guest's valuables, if the Guest placed them on a spot defined by the Service Provider for such purposes or in their room or they handed them to any of the staff members of the hotel they might have thought to be entitled.

21.2. The Service Provider is not liable for the damages resulted from unavoidable causes which are out of the scope of the Service Provider's staff or Guests or were caused by the Guests themselves.

21.3. The Service Provider may designate certain places in the hotel complex where Guests may not enter. The Service Provider shall not be held liable for any damages or injuries of the Guest suffered at these places.

21.4. The Service Provider is liable for valuables, securities or cash only if they were expressly taken over for safeguarding purposes or refused to be taken over to safeguard or the damage resulted from a reason which Service Provider is responsible for according to the general rules. In this case, the burden of proof is borne by the Guest.

21.5. Service Provider is not liable for any damage resulted from unintended use.

21.6. Furthermore, the Service Provider has no liability for damages if the use of Gyopáros spa is limited or forbidden during the time of maintenance ordered to comply with extraordinary or health regulations.

22. Confidentiality

22.1. During the performance of the contractual obligations, Service Provider is obliged to act in accordance with the act on the protection of personal data and the publicity of the data of public interest.

23. Force majeure

23.1. Any reason or circumstance (e.g.: war, fire, flood, severe weather conditions, lack of electricity and strike) that cannot be controlled by the Party (Force majeure) shall exempt any Party of the fulfilment of their contractual obligations as long as such reason or circumstance exists.

24. Place of performance, the law applicable to the legal relationship of the parties, proceeding court

24.1. The place of performance shall be the place where the accommodating hotel is located.

24.2. In all disputes resulting from the accommodation contract, regarding the Service Provider, a substantively and locally competent court will be appointed.

24.3. The relationship of the Service Provider and the Guest is governed by the provisions of Hungarian legislation.

25. Data of our website visitors

25.1. Service Provider does not record either the IP address of the user or any other personal data upon visiting the website of the Service Provider. Free and anonymous searching is available on the website for visitors. The Service Provider exclusively uses the anonymous visits for statistical reasons, to optimize appearance on the Internet and for increasing system security; the recorded data do not contain any personal data.

25.2. Service Provider manages all data and facts regarding the users as confidential and uses them exclusively for its own research and statistics preparation purposes.

25.3. Service Provider is not liable for its already deleted previous webpages which are archived by internet browsers. The removal of these pages shall be managed by the operator of the browser.

26. Our Newsletter

26.1. Service Provider sends online Newsletters and electronic direct marketing messages containing news, information and offers to the subscribers of the hotel website (hereinafter: Newsletter) up to several times a month.

27. Privacy Policy

27.1. During the performance of the services, Service Provider considers the protection of personal data as of high importance. The Service Provider shall

always manage the provided personal data in accordance with the regulations in force, incorporate suitable safeguards, and take all the technical and organizational measures and establish the procedure rules that are required to comply with the relevant legislation.

During the performance of the services, the Service Provider shall use the users' data in accordance with the data protection law exclusively for contracting, invoicing and own advertising purposes.

By entering into the contract for accommodation services, You accept that you have read and understood the above specified conditions and rules and agree with them. The GHTC may be modified later.

Valid until withdrawal.