

# General Terms and Conditions

## Details of the Service Provider:

VRS Part HOTEL Ltd.

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Registered office: H-2481 Velence, Béke street 57., Hungary

Company registration number: 07-09-022935

Tax number: 24126658-2-07

## General Provisions

These “General Terms and Conditions” govern the use of the accommodation facilities and services provided by the Service Provider. Special or individual conditions do not form part of these General Terms and Conditions; however, they do not exclude the possibility of concluding separate agreements with travel intermediaries or organizers, with conditions differing according to the nature of the business.

## Contracting Party

The services provided by the Service Provider are used by the Guest. If the order relating to the services is placed directly by the Guest with the Service Provider, the Guest shall be deemed the Contracting Party. The Service Provider and the Guest jointly become contracting parties (hereinafter: Parties), provided that the conditions are fulfilled. If the order relating to the services is placed with the Service Provider by a third party (hereinafter: Intermediary) on behalf of the Guest, the terms of cooperation shall be governed by the agreement concluded between the Service Provider and the Intermediary. In such case, the Service Provider is not obliged to examine whether the third party is legally entitled to represent the Guest.

## Conclusion of the Contract, Method of Reservation, Modification, Obligation to Notify

Upon the Guest’s verbal or written request for an offer, the Service Provider shall send an offer. When sending the offer, the Service Provider shall indicate the period for which the offer remains valid; upon expiry of this period, the Service Provider’s obligation to keep the offer open shall cease. The Contract is concluded upon the Service Provider’s written confirmation of the Guest’s reservation, whether the reservation was made in writing or verbally, and it shall thereby qualify as a written contract. A reservation, agreement, or modification made verbally, or a verbal confirmation thereof by the Service Provider, shall not be considered a contract. The contract for the use of accommodation services is concluded for a definite period. If the Guest permanently vacates the room before the expiry of the specified period, the Service Provider shall be entitled to the full consideration stipulated in the Contract, unless otherwise agreed by the Parties. The Service Provider shall be entitled to resell the room vacated before the expiry date. Any extension of the use of accommodation services initiated by the Guest shall require the prior consent of the Service Provider. In such case, the Service Provider may require payment for services already rendered. Any modification and/or amendment of the Contract shall require a written agreement signed by the Parties.

## Prices

Room rates are displayed at the hotel Reception. Price lists for other services are available at the respective hotel departments (restaurant, wellness). The Service Provider reserves the right to change the published prices without prior notice. When indicating prices, the Service Provider shall specify the tax content (VAT, tourist tax) applicable at the time of the offer, as regulated by law. Any additional burden resulting from changes in applicable tax laws (VAT, tourist tax) may be passed on to the Contracting Party upon prior notification. Current discounts, promotions and other offers are published on the website [www.velencespa.com](http://www.velencespa.com).

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[reservation@velencespa.com](mailto:reservation@velencespa.com)

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## Method of Payment

The Service Provider shall be entitled to claim the consideration for the services provided to the Contracting Party at the latest after their use, prior to departure from the hotel, but may also allow deferred payment under an individual agreement. The Service Provider shall be entitled to issue partial invoices in respect of the services provided. In order to guarantee the use of the services in accordance with the Contract and the settlement of the consideration, the Service Provider may request a credit card guarantee, in the course of which the amount of the ordered and confirmed services may be blocked on the Guest's bank account based on the credit card. The Service Provider may request advance payment for part or all of the ordered services. The invoice of the Contracting Party may be settled in HUF and/or in any currency accepted according to the announcement of the Hungarian National Bank. In such case, conversion and invoicing shall be carried out at the foreign exchange buying rate of the Service Provider's bank valid on the day of the Guest's arrival. The Service Provider accepts cashless payment methods (credit card, debit card, and, based on separate agreement, coupons, vouchers, etc.), the current list of which shall be provided by the Service Provider upon the Guest's request.

## Method and Conditions of Using the Service

Individual Guests may occupy the hotel room and use the wellness services from 15:00 on the day of arrival (Check-in) and may use them until 11:00 on the day of departure (Check-out). The Parties may agree otherwise.

## Pets

Pets are not allowed in the accommodation facilities of the Service Provider. Exceptions are assistance dogs defined in Decree 27/2009 (XII. 3.) SZMM, which have undergone the required training and certification in accordance with the regulation (guide dogs for the visually impaired, assistance dogs for persons with reduced mobility, hearing dogs, seizure alert dogs, personal assistance dogs, therapy dogs). The Service Provider shall be entitled to charge an additional fee for accommodating the animal and for cleaning after departure. The Guest shall be fully liable for any damage caused by the animal.

## Refusal of Performance of the Contract, Termination of Service Obligation

The Service Provider shall be entitled to terminate the accommodation contract with immediate effect and to refuse the provision of services if the Guest does not use the room or the facilities as intended; behaves in an objectionable, rude manner with regard to the safety and order of the accommodation or towards its employees; is under the influence of alcohol or drugs or exhibits threatening behavior; suffers from a contagious disease; or if the Contracting Party fails to fulfill its obligation to pay an advance or partial invoice by the specified deadline. If the Contract between the Parties cannot be performed due to force majeure, the Contract shall terminate.

## Accommodation Guarantee

If the hotel of the Service Provider is unable to provide the services specified in the Contract due to its own fault (e.g. overbooking, temporary operational issues, etc.), the Service Provider shall be obliged to arrange the accommodation of the Guest without delay. The Service Provider shall be obliged to provide or offer the services specified in the Contract, at the confirmed price and for the specified duration, or until the impediment ceases, in another accommodation of the same or higher category, and shall bear all additional costs of the substitute accommodation. The Service Provider shall provide the Guest with one free telephone call to inform about the change of accommodation and shall provide free transfer to the offered substitute accommodation and, if necessary, for the return transfer. If the Service Provider fully complies with these obligations, or if the Guest accepts the offered substitute accommodation, the Contracting Party shall not be entitled to any subsequent claim for damages.

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### **Illness or Death of the Guest**

If, during the use of the accommodation services, the Guest falls ill and is unable to act in his or her own interest, the Service Provider shall offer medical assistance. In the event of illness or death of the Guest, the Service Provider shall be entitled to claim compensation from the relative, heir or payer of the deceased/ill Guest in respect of any medical and procedural costs, the consideration of services used prior to death, and any damages caused to equipment and furnishings in connection with the illness or death.

### **Rules Related to the COVID-19 Pandemic**

All services of the hotel, including room service, may only be used by guests who are free from infection and symptoms. Upon arrival and prior to check-in, the hotel shall be entitled to request a declaration from the Guest confirming that they are free from infection and symptoms, and may request the Guest to present a valid immunity certificate or an EU Digital COVID Certificate. In the event of refusal to provide such declaration or certificate, the hotel shall be entitled to refuse the service (reservation), terminate the contract with immediate effect, and charge a penalty in accordance with the cancellation conditions. If the Guest notices any symptoms typical of infection (fever, dry cough, difficulty breathing, sudden loss of smell, loss or disturbance of taste) during their stay, they shall immediately inform the hotel verbally or in writing. The Guest shall be liable for any damages resulting from failure to provide such immediate notification. The hotel shall be entitled to test a Guest suspected of infection, which the Guest must tolerate. In the event of a positive test result, the hotel, in addition to notifying the competent district authority, shall be entitled to immediately isolate the Guest and accompanying persons and to prohibit them from staying in common areas (restaurant, bar, lobby, etc.) and from using certain services (wellness, cosmetics, massage, etc.).

### **Rights of the Contracting Party**

Pursuant to the Contract, the Guest shall be entitled to use the reserved room and the related services free of charge, subject to compliance with the house rules. The Guest shall also be entitled to use other hotel facilities (fitness, wellness) in accordance with their intended purpose and the applicable house rules. The Guest shall be entitled to use additional services upon payment of the prices indicated in the separate price list. The Guest may submit complaints regarding the performance of the services provided by the Service Provider during their stay at the accommodation. The Guest shall be entitled to record their complaint in the Guest Book or may request the Service Provider to draw up a report. The Service Provider undertakes to investigate the complaint.

### **Obligations of the Contracting Party**

The Contracting Party shall be obliged to pay the consideration for the services ordered in the Contract in the manner and by the deadline specified therein. The Guest shall ensure that children under the age of 14 under their supervision stay in the hotel of the Service Provider only under adult supervision. The Guest shall not bring their own food or beverages into the hotel's catering units.

### **Liability of the Contracting Party for Damages**

The Guest shall be liable for all damages and disadvantages suffered by the Service Provider or a third party due to the fault of the Guest, their companion, or other persons under their responsibility. This liability shall also apply if the injured party is entitled to claim compensation directly from the Service Provider.

### **Obligations of the Service Provider**

The Service Provider shall be obliged to perform the accommodation and other services ordered under the Contract in accordance with the applicable regulations and service standards, and to investigate written complaints of the Guest and take the necessary steps to handle the problem, which shall also be recorded in writing.

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### **Liability of the Service Provider for Damages**

The Service Provider shall be liable for any damage suffered by the Guest within its facilities due to the fault of the Service Provider or its employees. The Service Provider's liability shall not extend to damages caused by 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 hotel that are not accessible to Guests; it shall not be liable for any damage or injury occurring in such areas. The Guest shall be obliged to report any damage immediately to the hotel and provide all necessary data required to clarify the circumstances of the damage and, if necessary, to prepare a police report or initiate official proceedings. The Service Provider provides a safe in the hotel room for the Guest, the instructions for use of which are located next to the safe and shall be used by the Guest accordingly.

### **Force Majeure**

Any cause or circumstance beyond the control of the parties (such as war, fire, flood, adverse weather conditions, power failure, strike) shall release either party from the performance of their obligations under the Contract for as long as such cause or circumstance exists. The parties agree that they shall do everything reasonably possible to minimize the occurrence of such causes and circumstances and to remedy the resulting damage or delay as soon as possible.

### **Applicable Law and Jurisdiction**

The legal relationship between the Service Provider and the Contracting Party shall be governed by the provisions of the Hungarian Civil Code. Any legal dispute arising from the service contract shall fall within the jurisdiction of the court competent according to the place of performance of the service.

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