

1. Service provider's data

FLOW-HOTEL Vendéglátó-ipari Korlátolt Felelősségű Társaság

Short name: FLOW-Hotel Kft

Head office: 2365 Inárcs, Szent György utca 12.

Registry Court registration number: 13-09-095181

Tax number: 13066158-2-13

2. General rules

2.1. The present "General Contractual Conditions" regulate usage of the Service provider's place of accommodation and its services.

2.2. Special, individual conditions do not form part of the communicated General Contractual Conditions, but they do not exclude the conclusion of separate agreements with travel agencies or organisers with different conditions in some cases, appropriate to the type of deal.

3. Contracting party

3.1. The Guest makes use of the services offered by the Service provider.

3.2. If the order in respect of the services is given directly to the Service provider by the guest, then the Guest is the Contracting party. The Service provider and the Guest together, if the conditions are fulfilled, become the contracting parties (hereinafter Parties).

3.3. If the order in respect of the services is given to the Service provider by a third person (hereinafter Intermediary) on commission from the Guest, the conditions for collaboration are regulated by the contract concluded between the Service provider and the Intermediary. In this case the Service provider is not obliged to investigate if the third person is representing the Guest legally.

3.4 With regard to the health risks of the activity, the Service provider can only provide the services if the guest makes his/her name and address available to the Service provider before making use of the service.

4. Conclusion of contract, means of booking, modification, notification obligation

4.1. On the verbal or written request of the guest for a quotation, the Service provider sends a quotation. If no firm order is received within 48 hours of the offer being sent, the Service provider's obligation to meet this offer expires.

4.2. The Contract is concluded on written confirmation by the Service provider of a booking made verbally or in writing by the Guest, and this qualifies as a Contract concluded in writing. A booking, agreement or modification made verbally, or the verbal confirmation of such made by the Service provider, do not have contractual value.

4.3. The Contract on the usage of the accommodation-service is for a fixed term.

4.3.1. If the Guest finally vacates the room before expiry of the fixed term, the Service provider is entitled to the full equivalent value of the service stipulated

in the contract. The Service provider is entitled to reuse the room emptied before the expiry date.

4.3.2. For extension of the use of the accommodation-service as initiated by the Guest, the prior assent of the Service provider is needed. In this case, the Service provider may require payment of the fee for the service already provided.

4.4. For modification and/or supplementation of the Contract, a written agreement signed by the Parties is needed.

5. Conditions for cancellation

5.1. in the case of accommodation reservations not exceeding the value of 1,000 € or HUF 420,000:

a) If the Contracting party has not secured use of the accommodation-services by means of a deposit payment, credit card guarantee, or other means included in the Contract, the Service provider's service obligation ceases at 6.00 pm. local time one day before the day of arrival.

b) If the Contracting party has secured use of the accommodation-services by means of a deposit payment, credit card guarantee or other means included in the contract, and does not arrive by 6.00 pm. local time one day before on the day of arrival, or does not make prior notification of arrival at a later time, the Service provider will charge a penalty to the extent stipulated in the Contract, but at least one day's accommodation fee. In this case the accommodation will be kept for the Contracting party until 12 noon on the day following the day of arrival, and following this the Service provider's service obligation ceases.

5.2. in the case of accommodation reservations exceeding the value of 1,000 € or HUF 420,000:

Terms of cancellation for groups and events reservations:

30 days prior to arrival, no cancellation fee (abortive fee) in the case of cancellations taking place

29 – 25 days prior to arrival, we charge: 30%

24 – 15 days: 50%

14 – 8 days: 75%

7 – 0 days, or in the case of "no shows": 100% cancellation fee (abortive fee).

5.3. In the case of booking for products linked with special conditions, group travel or events, the Service provider stipulates conditions different from the above in a one-off Contract.

6. Prices

6.1. The hotel room prices (Rack Rate) are displayed in the hotel rooms or by the hotel reception desk. Price lists for other services are available in the given hotel sections (restaurant, reception).

6.2. The Service provider may freely change the advertised prices without prior notice.

6.3. The prices include the sum of the value added tax (VAT) regulated by law, valid when the quotation is made. The Service provider will transfer extra charges due to modification of the tax law in force (VAT) to the Contracting party, after giving prior notification. Tourism tax is to be paid in addition to the accommodation fee.

6.4. Current discounts, sales and other offers are advertised on the flowhotel.hu webpage.

7. Family discounts

7.1. Accommodation is free of charge for a child under 3 years old, if it stays in the same rooms as its parents.

7.2. The fee to be paid for children over 3-12 years old is included in the current price list.

7.3. The SUITE rooms are available for more persons. It is comfortable for 2 adults and 2 children. No extra beds may be added to the standard room category.

8. Means of payment, guarantee

Individual guests:

8.1. The Service provider requires payment of the equivalent value of the services provided to the Contracting party at the latest following the usage, before departure from the hotel.

8.2. In order to guarantee usage of the service in accordance with the contract, and settlement of the equivalent value, the Service provider:

a) may request credit card guarantee, in which the equivalent value of the ordered and confirmed service is sequestered on the credit card

b) may request payment of a deposit for a part of the participation fee or for the whole sum

8.3. The Contracting party may settle his/her invoice in HUF, and/or

a) in any currency which the Service provider advertises for acceptance. In this case, conversion and invoicing is carried out at the foreign exchange sell rates valid at the Service Provider's bank on the day of performance of the services utilized by the Guest.

8.4. Costs related to the usage of any means of payment are borne by the Contracting party.

Travel agencies:

The contract concluded with the service provider includes individual payment conditions.

9. Means and conditions for using service

9.1. The Guest may occupy the hotel room (Check in) from 2.00 pm. on the day of arrival, and must vacate it (Check out) by 10.00 am. on the last day of the stay.

9.2. If the Guest wishes to occupy the room before 9.00 am. on the day of arrival, the price for the previous night will be charged.

9.3. After 10.00 am. a room extension fee will be charged, the amount of which is EUR 30.-/room, and on payment of this fee it is possible to stay in the room until 2.00 pm. on that day (late Check out). Early arrival is also possible (early Check in), the charge for which is EUR 30.-/room, and on payment of this fee it is possible to stay in the room from 10.00 am. on that day.

10. Digital document scanner and VIZA system

In accordance with current legislation, the presentation of a personal identification card with a photo (EU ID card or passport) at the reception upon arrival by the person wishing to use the accommodation service is a prerequisite for check-in and reservation, as well as the recording of the document with the digital document scanner by the accommodation provider. All guests, from January 1, 2022 also children under 14 years, must present a personal identification card with a photo upon arrival.

Under current legislation, in case the guest does not present the personal identification card with a photo upon arrival, the accommodation provider must refuse accommodation. The accommodation provider is obliged to provide data to the Guest Information Closed Database System (VIZA) from September 1, 2021.

The accommodation provider will not be entitled to any deposit, cancellation or adjustment fee included in the booking confirmation in the case of refusal of accommodation based on the legislation.

11. Pets

11.1. A pet of up to a maximum of 20 kg may be taken into the Service provider's places of accommodation, it may be kept in the hotel room under the supervision of the Guest, the common areas may be used to access the rooms, but other premises (restaurant, swimming pool, etc.) may not be visited. The excess charge for a pet is included on the current price list.

11.2 The guest must give notice in advance when making the booking if a pet is to be taken into the hotel. If the guest does not give notice of this requirement, the Service Provider will invoice the guest for the extra pet surcharge included in the prevailing price list.

11.3. The Guest is fully responsible for damages caused by the pet, the fee for possible extra cleaning will be paid on the spot, and the extent of damages is valid in accordance with point 17.

12. Refusal to fulfil contract, cessation of service obligation

12.1. The Service provider is entitled to cancel the Contract for accommodation-service with immediate effect, and thus to refuse to offer the services, if:

a) the Guest does not make proper use of the room or the facilities made available to him/her

b) the Guest behaves objectionably or harshly in connection with the safety and order of the accommodation or with its employees, appears under the influence

of alcohol or drugs, or evidences threatening, offensive or other unacceptable conduct

c) the Guest is suffering from an infectious disease.

d) the Contracting party does not meet his/her deposit payment obligation by the deadline set in the Contract

12.2. If the Contract between the parties is not fulfilled for reasons of “force majeure”, the contract is terminated.

13. Accommodation guarantee

13.1. If the Service provider’s hotel cannot provide the services featured in the Contract due to its own fault (e.g. overbooking, temporary operational problems, etc.), the Service provider is obliged to ensure that the Guest is accommodated without delay.

13.2. The Service provider is obliged:

a) to provide/offer the services featured in the Contract, at the price confirmed therein, for the period stipulated therein (or until the hindrance is removed) in a different place of accommodation of the same or a higher category. All excess costs for providing the substitute accommodation are borne by the Service provider.

b) to provide a single opportunity for the Guest to make notification of the change of accommodation by telephone free of charge

c) to provide free transfer for the Guest to move to the substitute accommodation offered, and possibly to move back later

13.3. If the Service provider fully satisfies these obligations, and if the Guest accepts the substitute accommodation option offered, the Contracting party cannot make a subsequent claim for damages.

14. Sickness or death of guest

14.1. If the Guest falls ill during the period of using the accommodation-service, and s/he is incapable of proceeding in his/her own interest, the Service provider will offer medical assistance.

14.2. In case of sickness/death of the Guest, the Service provider will claim compensation for costs from the next of kin or heir of the patient/deceased, or from his/her invoice payer; with regard to possible medical and procedural costs, the equivalent value of the services made use of prior to the death, and possible damage arising in the equipment and furnishings in connection with the sickness/death.

15. Contracting party’s rights

15.1. Under the terms of the Contract the Guest is entitled to make proper use of the booked room and the facilities of the accommodation which belong to the usual range of services and are not subject to special conditions.

15.2. In connection with performance of the services offered by the Service provider, the Guest may make a complaint during the period of staying in the

place of accommodation. The Service provider undertakes the obligation to deal with complaints validly presented to him in writing during this period (or recorded by him in a report).

15.3. The Guest's right to make a complaint ceases on his/her departure from the place of accommodation.

16. The Contracting party's obligations

16.1. The Contracting party is obliged to settle the equivalent value of the services ordered in the Contract by the deadline and by the means determined in the Contract.

16.2. The Guest takes care that a child under 14 years old and under his/her responsibility shall only stay in the Service provider's hotel under adult supervision.

16.3. The Guest may not bring his/her own food or drink into the hotel catering units.

17. Contracting party's compensation obligation

The Guest is responsible for all damages and injuries which the Service provider or third person suffers due to the fault of the Guest or his/her companion or other persons under his/her responsibility. The Guest is liable to pay the Service provider for damage s/he has caused (e.g. extra cleaning: from 15,000.- HUF gross). This liability also obtains if the Injured party claims restitution of the damage directly from the Service provider.

18. Service provider's rights

If the Guest does not satisfy his/her obligation to pay the fee for the services which are subject to penalty, either used or ordered in the Contract but not used, in order to guarantee his claim the Service provider is entitled to lien on the articles of personal property which the Guest has taken into the hotel.

19. Service provider's obligation

The Service provider is obliged:

- a) to provide the accommodation ordered in the contract and other services in accordance with valid regulations and service standards
- b) to investigate written complaints by the guest and to take the necessary steps to deal with the problem, which must also be set down in writing.

20. Service provider's compensation obligation

20.1. The Service provider undertakes responsibility for all damage to the Guest, which occurred inside the facilities due to the fault of the Service provider or his employees.

20.1.1. The Service provider's responsibility does not extend to damage events which occurred due to unavertable causes outside the sphere of the Service provider's employees and guests, or which the guest himself/herself caused.

20.1.2. The Service provider may designate certain places in the hotel which the Guest may not enter. The Service provider undertakes no responsibility for possible damage or injury which occurred in these places.

20.1.3. The Guest must report to the hotel immediately any damage occurring to him/her, and must provide the hotel with all necessary data which are needed for clarifying the circumstances of the damage event, and possibly for taking a police report or for police procedure.

20.2. The Service provider is only responsible for valuables, securities and cash, if the object has been specifically accepted for safekeeping.

20.2.1. The Service provider undertakes no responsibility for personal articles left in the Service provider's communal areas or rooms (including things and objects placed in the room safe).

20.2.2. The Service provider undertakes no responsibility for valuables left in vehicles in the Service provider's car park, or the Service provider will investigate the occurrence of damages to parked vehicles, and if the damage occurred due to negligence imputable to him, he will refund it.

20.3 The amount of the compensation is fifty times the sum of the daily room price in accordance with the Contract, unless the damage is less than this.

21. Secrecy

When fulfilling his obligations set down in the Contract, the Service provider is obliged to proceed in accordance with the provisions of Law LXIII of year 1992 on the protection of personal data and the availability of data in the public interest, and of the relevant regulations in connection with data protection, as well as the internal rules applicable to the Contracting party, inasmuch as the Contracting party has drawn the Service provider's attention to this.

22. Force majeure

A cause or circumstance (for example: the occurrence of war, fire, flood, adverse weather conditions, power cut, strike) over which the party has no control (force majeure) absolves either party from fulfilling the obligations arising from the Contract, so long as this cause or circumstance obtains. Parties agree that they will do all in their power to confine the possibility of the occurrence of these causes and circumstances to the lowest possible level, and to remedy the damage or delay caused by these as soon as possible.

23. Law to be applied in parties' legal relations, court of procedure

For the legal relations between the Service provider and the Contracting party, the provisions of the Hungarian Civil Code are authoritative. For conducting any legal dispute arising from the service contract, the court with authority in the location of the service is the competent court.

24. Website

24.1 References and links

FLOW-Hotel Kft. has no influence on the design and content of material in the possession of a third party linked or referred to on its webpages.

24.2 Copyright

The arrangement of the webpage, the diagrams, pictures and logos used, as well as the collection of individual contributions, are protected by copyright.

Reproduction or usage of any of the objects in other electronic or printed publications, such as the diagrams, pictures or texts, is not permitted without the consent of FLOW-Hotel Kft.

24.3. Cookies

When visiting our webpage, a recurring cookie (a small text file) is formed, and this is saved on the hard drive of your computer. The cookie enables you to be recognised when you visit our internet pages, making it easier for you to browse the site.

24.4. Analytics

In order to track its webpage, FLOW-Hotel Kft. uses an analytical tool which produces a data series, and tracks how visitors use our internet pages. When the site is viewed, the system creates a cookie for the purpose of recording information related to the visit (pages visited, time spent on our pages, browsing data, logouts, etc.), although these are data which cannot be linked with the person of the visitor.

This tool helps to improve the ergonomic design of the website, to create a user-friendly website, in order to enhance visitors' online experience. FLOW-Hotel Kft. does not use the analytical systems to gather personal information. Most internet browsers accept cookies automatically, though visitors have the opportunity to delete these, or automatically reject them. As all browsers are different, select the "Help" function on the browser toolbar, to check how you can set your preferences with respect to cookies. Nevertheless, it is possible that you will not be able to use certain features on our internet site if you decide not to accept the cookies.

24.5. SSL security

Your security is to be guaranteed, and highly confidential data handling provided, and so FLOW-HOTEL Kft. uses SSL data protection coding software on its webpages for online bookings. Your credit card number, and any other information which you enter when filling in various forms, will be data protection coded automatically, and will be under protection during forwarding on the web. As the information arrives on our server, it is decoded using a unique private key. The SSL enables your browser to link to our website and an agreement to be made via a secure channel of communication in a clear-cut manner. SSL is the most widespread and most successful secure transaction

system in use today. In order to use this system, you simply have to check the compatibility of your browser.

24.6. Subscribing to newsletter

When subscribing to the newsletter, by voluntarily entering the name and e-mail address the user consents to FLOW-Hotel Kft. sending an electronic letter to him/her. FLOW-Hotel Kft. guarantees that the user can unsubscribe from the newsletter at any time, by clicking on the link at the bottom of the electronic letters, or by means of a cancelation request sent to sales@flowhotel.hu