

# Jégverem Fogadó

## ÉTTEREM ÉS PANZIÓ\*\*\*

### General Terms and Conditions

1. Service provider's details:

Guesthouse name: Jégverem Inn

Company name: BW Organization Kft.

Head office: 9400 Sopron, Új u. 23.

Guesthouse address: 9400 Sopron, Jégverem u. 1. | +36 99 510-113

2. General rules:

2. a) These "General Terms and Conditions" – hereinafter referred to as: GTC – regulate the terms and conditions of using the accommodations offered by Service Provider at the Jégverem Inn located at HU-9400 Sopron, Jégverem Street 1., as well as the services provided by other, connected service providers.
2. b) The present GTC do not preclude the conclusion of specific or individual agreements with travel agencies, travel agents, tour organizers or other persons who cooperate with the Service Provider in the longer term to sell the services of the Service Provider.

3. The Contracting Party:

3. a) The contracting party is a natural person, a legal person or a business company without legal personality who orders and uses the services of the service provider. Contracting party is also a natural person who actually uses the services of the Service Provider. The customer and / or user of the services are collectively referred to as: guest(s).
3. b) The Service Provider and the Guest, when the conditions are met, become parties to the service agreement, and are hereinafter referred to collectively as: "the contracting parties".

4. Concluding the service contract, the booking process, and changing the booking:

4. a) The Service Provider sends an offer at the Guest's request made verbally, in writing, by mail, by fax, or by e-mail within 24 hours of the receipt of the request for a quotation. If, within 36 hours of sending the offer, the actual order is not received from the Guest in writing, the Service Provider will be exempted from the offer's obligation, and the service provider's obligation, undertaken in the offer, will be terminated.
4. b) The service contract is created when the Service Provider confirms the Guest's order – reservation – in writing; and, in the light of this written confirmation, the order – reservation – is considered to be a written contract. The order and / or change of order made in words creates a contractual obligation if it was confirmed by the Service Provider in writing, however, the verbal confirmation of the order or of the change of order by the Service Provider does not result in contractual obligation.
4. c) The contract for the use of the service is concluded for a definite period of time.
4. d) In the event if the Guest decides before the end of the definite period not to use the services till the end the definite period, he is obliged to pay the full service charge to the Service Provider, and the Service Provider is entitled to demand the full amount of the

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ordered service. The Service Provider is entitled to let out the room left by the Guest before the expiration of the definite period.

4. e) The prior consent of the Service Provider is required to extend the use of the accommodation service requested by the Guest. In this case, the Service Provider may insist on the payment of the charges for the already used services.
4. f) The pre-condition of using the accommodation is that the Guests should identify themselves according to the legal regulations before they occupy the room. No one is allowed to stay in the guesthouse without registration.
4. g) The modification of the service contract may only be effected by the written consent of the contracting parties.
  
5. The check-in and the check-out:
  5. a) The Guest has the right to occupy the booked room from 3:00 p.m. on the agreed day.
  5. b) The Guest must leave the room until 11:00 a.m. on the day of departure.
  5. c) Depending on the occupancy of the guesthouse, it provides the option for early arrival or late departures for a fee. If you would like to use this service, please inform us on the day before your arrival at the latest.
  
6. The extension of accommodation:
  6. a) The Service Provider's prior consent is required for the extension of the stay by the Guest.
  6. b) If the Guest does not vacate his room by 11:00 a.m. on the day of departure, as indicated at the check-in, and the Service Provider has not agreed to extend the stay in advance, the Service Provider is entitled to charge the room's price for another day, and, at the same time, the Service Provider's service obligation ceases.
  
7. The method and terms and conditions of the use of the service:
  7. a) The Guests of the Service Provider are allowed to bring their dog or cat – for the payment of a special charge for pet – to the guesthouse on condition that the pet only stays in the guesthouse room under the Guest's supervision, and they will use the public areas of the guesthouse only to access the guesthouse room, while the pets are not allowed to use the other areas, e.g. breakfast room etc. If the Service Provider considers that the size or the behaviour of the pet may disturb the guesthouse's operation, he may refuse to receive the pet.
  7. b) The Guest should bear full liability for the damages caused by his pet.
  7. c) The Service Provider is entitled to terminate the contract for the provision of accommodation with immediate effect or refuse to provide the service, if:
    - 1) the Guest does not use the room made available to him, and/or the services provided by the Service Provider, and/or the premises used to provide such services in the proper manner;
    - 2) the Guest violates the guesthouse's house rules and does not stop his disturbing behaviour despite being warned;
    - 3) the Guest does not comply with the guesthouse's security regulations – e.g. smoking in a prohibited place and does not stop this behaviour despite being warned;

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- 4) the Guest behaves towards the employees or guests of the guesthouse in an unacceptable manner and rudely, is under the influence of alcohol or drugs, and/or exhibits threatening, offensive or other unacceptable behaviour;
- 5) the Guest has an infectious disease, or a disorder that disturbs the rest of the other guests;
- 6) the contracting party or the Guest does not meet his obligation to give the payment guarantee required by the Service Provider until the date specified by the Service Provider.
7. d) The Guests use all the services of the guesthouse during their entire stay at their own risk.
8. Provision of services:
  8. a) If the Service Provider is unable to provide the ordered services through its own fault, in particular: overbooking, temporary operating problems, the guesthouse must arrange for the accommodation of the Guest.
  8. b) The Service Provider, within the scope of its obligation undertaken under subsection (a) shall:
    - 1) provide the services confirmed in the order at the price indicated there, for the duration stipulated there, or until the end of the obstacle, offer the services at another accommodation of the same or higher category, and provide them if the guest accepts them. Any additional costs of providing the replacement accommodation are borne by the Service Provider.
    8. c) If the Service Provider fully complies with its obligations under (b), or if the Guest accepts the replacement accommodation offered to him, the Guest is not entitled to any subsequent claim for damages later.
  9. The prices applied by the Service Provider:
    9. a) The guesthouse's current list prices – Rack Rate – are posted on the reception of the guesthouse, along with the prices of the other services.
    9. b) The Service Provider may freely change its prices at any time without prior notice, of course, it should not affect the prices already offered at the contracting party's request.
    9. c) The Guest may always receive information about the price of the services before the services are started at the reception of the guesthouse.
    9. d) The prices published by the Service Provider include the statutory VAT, however, they do not include the tourist tax that must be paid in the guesthouse. The Service Provider reserves the right to pass the extra costs caused by legal change to the contracting party and / or the Guest without prior notice.
    9. e) The Service Provider is entitled to determine its prices in Hungarian Forint and in any convertible currency as well.
    9. f) The Service Provider undertakes to publish its current guesthouse room rates, current promotions, discounts and other offers on its website at [www.jegverem.hu](http://www.jegverem.hu).
10. Discounts:
  10. a) The current offers and discounts are posted on the guesthouse's website.
  10. b) The advertised discounts cannot be combined with any other discount.

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10. c) The Service Provider determines conditions specified in an individual contract for the booking of products under special conditions, and for group reservations or events.

11. Discounts for children

11. a) For children – if they share a room with their parents – the following accommodation and meal discounts are provided:

0 to 3 year-old children (for children under 3 years of age): 100%

11. b) The Guest should agree his baby bed demand with the Service Provider in advance, at the time of the booking.

12. The method and guarantee of the payment:

12. a) The Guest can pay the amount of the deposit calculated for the duration of the stay various ways: by transferring it to our bank account number, or through his bank, from his SZÉP card or by bankcard or in cash.

Any costs incurred in connection with the payment shall be borne by the contracting party.

12. b) The Service Provider charges the Guest for the consumption in the guesthouse's catering units, which it adds to his room's invoice, or the Guest can pay it in cash in the catering unit.

13. Cancellation policy:

The reservation is non-cancellable and the accommodation fee is non-refundable. In case of a no-show, the penalty is 100% of the total booking amount.

14. The rights of the Guest:

14. a) Under the terms and conditions of the contract, the Guest is entitled to use the ordered room as well as the facilities of the accommodation that are included in the standard service and are not subject to special conditions.

14. b) The guest may complain about the performance of the services provided by the Service Provider. The Service Provider undertakes to investigate any written complaint or oral complaint made at the reception desk and recorded there within 72 hours of the receipt of the complaint, and to give a proper response to the Guest.

15. The obligations of the Guest:

15. a) The Guest is obliged to pay the price of the services ordered in the contract to the Service Provider in the manner and no later than by the time specified in the contract.

15. b) Please dispose of the garbage in the bins placed in guesthouse area or in the rooms. Furniture cannot be removed from the room or the building, and it cannot be relocated.

15. c) The tools and equipment in the guesthouse's premises can be used by the guesthouse's Guests at their own risk.

15. d) According to the Act XLII of 1999 on the protection of non-smokers, the guesthouse is a non-smoking facility as of 1st January, 2012. For this reason, smoking is prohibited in the closed rooms (including the guest rooms), in the communal areas and in the entire open area belonging to the guesthouse (including the terraces and the balconies). The signs containing the obligation to comply with the statutory obligation, ordered in the

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said law, have been placed at the guesthouse's areas specified by the law. The employees of the guesthouse are entitled to warn the guests and any other person on the guesthouse's premises to comply with the law and to stop the unlawful conduct. The guests and any person staying in the guesthouse are obliged to comply with the law, and to heed any potential warning. If, under the aforementioned law, the guesthouse's operator is subject to a fine by a competent authority as a result of the unlawful conduct of any guest or person staying in the guesthouse, the operator reserves the right to pass the amount of the fine on the breaching person, or demand the payment of the fine from such person.

In the case of smoking in the room, the Service Provider is entitled to charge HUF 10,000 extra cleaning fee to the Guest.

15. e) In case of fire, please inform the reception immediately. The Guests are obliged to leave the rooms or the common areas of the guesthouse in case of fire or other alarms, as soon as possible, according to the placed signs.
  15. f) The Guests must ensure that the underage children under their supervision are always supervised by an adult during their stay in the Service Provider's guesthouse.
  15. g) The Guest is obliged to report any damage suffered by him at the reception of the guesthouse without delay, and provide all the necessary information to the guesthouse in order to clarify the circumstances of the damage, or required for any offense or criminal procedure.
  15. h) The Guest expressly acknowledges that in the common areas of the guesthouse (except for the changing rooms, toilets, but including the car parks and the outside areas directly connected to the guesthouse), the guesthouse operates a closed camera system for the purposes of property protection, and its recordings are deleted according to the relevant legal regulations.
  15. i) When checking out of the guesthouse, the Guest is obliged to return the room cards to the reception desk. If he fails to do so, or loses the card or the card is destroyed, the Service Provider is entitled to charge damages for the card which the Guest is required to pay when checking out. The Guests can use the room cards by 11:00 a.m. on the day of their departure to enter their room. The room card loses its validity after this time – unless the Guest has agreed with the Service Provider for the extension of the stay.
16. The Guest's liability for the compensation of damages:
16. a) The Guest is liable for any damages suffered by the Service Provider or third party caused by the Guest or his accompanying person, or any persons under the supervision of such persons.
  16. b) The Guest has the obligation to pay compensation even if he is entitled to claim damages directly from the Service Provider.
17. The rights of the Service Provider:
17. a) If the Guest fails to meet his obligation to pay the price of the used, or the ordered, but not used services, the Service Provider has the right of pledge on the properties of the guests they have taken to the guesthouse with them to ensure its claims.

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17. b) The guesthouse's permanent reception service (reception desk) is entitled to check the entering and leaving guests, to check their identity, and to check the vehicles on leaving, in justified cases.
17. c) If necessary, the reception service is entitled to direct the traffic in the area of the guesthouse.
17. d) For security and property reasons, the whole area of the guesthouse is equipped with security cameras. The Guests by entering the guesthouse agree that recordings will be made of them. The electronic system stores the recordings for 1 month, then deletes them automatically.
  
18. The obligations of the Service Provider:
  18. a) The Service Provider is required to provide the ordered accommodation and other services according to the valid regulations and the service standards.
  18. b) The Service Provider is required to investigate the Guest's written complaint, to take the necessary steps to solve the problem, and to record the steps taken and to inform the Guest about them.
  18. c) For the peace of our Guests, it is forbidden to make noise after 10:00 p.m. in the area of the guesthouse and on the terraces, including any loud television watching or listening to loud music in the interiors of the rooms, and any loud music in the lobby, and the guesthouse's staff is responsible for the following of such rules.
  
19. The Service Provider's liability for damages:
  19. a) The Service Provider assumes all responsibility for any damages suffered by the Guests in the guesthouse caused by his fault or the fault of its staff.
  19. b) The Service Provider's liability does not cover any incidents that have occurred due to an unavoidable cause beyond the control of the Service Provider's employees and of its guests, or were caused by the Guest or the persons under his supervision.
  19. c) The Service Provider reserves the right to appoint place(s) within the guesthouse where the Guest must not enter. The Service Provider is required to clearly indicate such places. The Service Provider shall not be liable for any damages to the Guests or the persons under his supervision suffered at the places where the Guest must not enter.
  19. d) The Service Provider assumes responsibility for any damages suffered by the Guest due to the loss, destruction or damage of the Guest's objects, in the event that the Guest has placed such objects at the place designated by the Service Provider, or at the usually designated place, or in the room safe, or for the ones the guest has given to the Service Provider's employee whom the Guest could have considered as being entitled to receive his objects.
  19. e) The Service Provider is liable for the loss, destruction or damage of the Guest's valuables, securities or cash only if the Service Provider has explicitly received them, or the cause of the damage was something for which it is responsible under the general rules. In this case, the obligation to prove shall be borne by the Guest.
  19. f) The Service Provider shall not be liable for the damages resulting from improper use.

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19. g) The Service Provider's liability does not cover the contracting party's luggage and their contents when arriving and departing, during loading and unloading, and when taking them into the room and removing them from there.
19. h) The Guest must report any damage, suffered by him, to the guesthouse immediately, and provide all the necessary information to the guesthouse, which is necessary to clarify the circumstances of the incident or to take a police record / initiate a police procedure.

The Service Provider's liability for damages only exists if the Guest reports the damage to the Service Provider's reception immediately after the damage occurs.

20. The place of performance, the law applicable to the contractual parties' relationship and the court with jurisdiction:
20. a) The place of performance is the place where the accommodation (guesthouse) is located.
20. b) Any dispute arising out of the accommodation contract, with respect to the Service Provider, shall be referred to the actually and locally competent court, the District Court of Sopron.
20. c) The legal relationship between the Service Provider and the Guest shall be governed by the provisions of Hungarian law.

If an accommodation-service contract is concluded, you agree that you have read and understood the above terms and conditions, and agree with them. These General Terms and Conditions may be amended later, and the Service Provider will post the amendment on the guesthouse's website.

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