



GYSEV Zrt. Hotel Sopron****
cím: 9400 Sopron, Fövényverem u. 7.
tel: +36 99 512 261
email: info@hotelsopron.hu
www.hotelsopron.hu
www.facebook.com/hotelsopron

General Terms and Conditions of Contract

1. Details of the service provider:

Name of company: Győr-Sopron-Ebenfurti Vasút Zrt. / HOTEL SOPRON/

Short name: Hotel Sopron

Seat: H-9400 Sopron, Mátyás király u. 19.

Postal address: H-9400 Sopron, Fövényverem u. 7.

Company registry number: 08-10-001787

Tax number: 10008676-2-08

Statistical ID: 10008676-4910-114-08

2. General provisions:

(a) These "General Terms and Conditions" - hereinafter referred to as: GTC - regulate the conditions for the use of the accommodations of the Hotel Sopron operated by the service provider at H-9400 Sopron, Fövényverem utca 7. and the associated services of the service provider.

(b) These GTC do not exclude the conclusion of special or individual agreements with travel agencies, travel agents, tour operators or other persons who work with the service provider over a longer period in order to sell its services.

3. Contracting party:

(a) The contracting party is a natural person, a legal person or a company without legal personality who orders or uses the services of the service provider. A contracting party is also the natural person who actually makes use of the service provider's services. The customer who orders and / or uses the service is referred to below as a guest.

(b) The service provider and the guest - provided that the prerequisites are met - become contracting parties of the service contract and are collectively referred to below as the contracting parties.



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4. Contract execution, booking process and changes in the booking:

(a) In response to the guest's request for an offer made verbally or in writing - by letter or by email on the hotel's booking interface - the service provider will send the guest an offer within 36 hours of receiving the request. If the actual order is not received by the service provider in writing within 48 hours of sending the offer, the service provider is released from the validity of the offer which expires.

(b) The service contract is established with the written confirmation of the guest's order - booking - by the service provider and with this written confirmation the order - booking - counts as a written contract. An oral order and/or change of order only establishes a contractual obligation if it has been confirmed in writing by the service provider. The verbal confirmation of the order or its change by the service provider does not establish a contractual obligation.

(c) The contract for the use of the service is concluded for a specific period.

(d) If the guest decides not to use the service before the specified period has expired, he is nevertheless obliged to pay the full price of the service to the service provider and the service provider is entitled to demand the full value of the service ordered. The service provider is entitled to sell the room left by the guest before the expiry of the agreed deadline.

(e) The guest is only entitled to extend the service if the service provider agrees to this in writing no later than the day before the agreed deadline expires.

(f) A change to the service contract is only possible with the written common will of the contracting parties.

5. Cancellation conditions:

(a) The guest (customer) can cancel the reservation free of charge if he notifies the hotel in writing up to the 5th day before arrival. In the case of cancellation within 5 days before arrival, 100% of the ordered services will be charged, in the case of cancellation within no-show 100% of the ordered services will be charged. (including VAT). The deposit paid and the card details provided at the time of booking can be used to charge your compensation. In the event of a cancellation without a contractual penalty, the amount reduced by the commission or the transaction fee (HUF 1,000) will be reimbursed to the guest.

(b) During special periods (e.g., national holidays, long weekends, special hotel times), special booking and cancellation conditions apply, for which the payment and cancellation conditions of the currently bookable package deals apply. These special conditions can be found in the applicable package deals.

(c) The service provider reserves the right to stipulate conditions that differ from the above in an individual contract for the booking of products available at special conditions, such as special offers, group trips or events.



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6. Prices of the service provider:

(a) The hotel room prices - rack rate - are displayed at the hotel reception and in the rooms, the prices of other services of the service provider in the respective hotel rooms - e.g., restaurant, wellness and on the hotel's website - but information is also available on request at the reception.

(b) The service provider has the right to change his prices at any time without prior notice, except for those prices that he has already offered in his offer at the request of the contracting party.

(c) When announcing the prices, the service provider is obliged to indicate the legally stipulated amount of their tax content, such as: VAT, tourist tax. In the event of a change in the law, the service provider is entitled to pass on the additional charges to the contracting party and/or guest without prior notice.

(d) The service provider is entitled to set its prices in Hungarian forints and in any convertible currency.

(e) The service provider undertakes to publish its current hotel room prices, current promotions, discounts and other offers on its website www.hotelsopron.hu.

(f) In the case of cooperation with travel agencies (tour operators) and guest placement, the service provider issues a gross invoice (including commission and VAT) in the absence of a cooperation agreement. In the case of a contracting party, the price specified in the contract will be invoiced.

7. Discounts:

(a) The service provider grants its regular guests discounts - reduced room rates based on the number of nights spent. Guests who have returned to the hotel since it opened can participate in the regular guest program by invitation and by filling out the relevant registration form. Further information on the regular guest program can be found on the hotel's website and/or at the reception.

(b) Information on further discounts in addition to the permanent discount mentioned in point (a) can be found on a notice at the hotel reception and/or in the hotel room.

8. Payment method and payment guarantee:

(a) The service provider will state the total amount of the ordered services, calculated for the entire stay, on the written confirmation sent to the guest.

In the case of online payment, the value of the booking can be paid as indicated below. Payment of the order value is due when the order is confirmed by the service provider.



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Online payment with bank card: OTP SimplePay

Accepted bank cards: Maestro, MasterCard, Visa, Visa Electron

Online payment with "SZÉP" Card: OTP Szép Kártya, MKB Szép Kártya, K&H SZÉP Kártya

(b) The contracting party is entitled and obliged to pay for the service in Hungarian forint and/or in any currency of his choice that the service provider has announced for acceptance in its notice placed at the reception and/or at www.hotelsopron.hu. If the price for the services is not paid in whole or in part in Hungarian forint, conversion will be made at the average exchange rate of the Hungarian National Bank published on the day before the invoice is issued. The service provider ensures that the hotel reception provides information on the exchange rate on which the conversion and billing is based.

(c) For payment of the services, the service provider also accepts cash-saving means of payment such as bank cards, credit cards, incentives or vouchers within the framework of a separate contract. Upon request, the current list of these payment methods can be found at the hotel reception.

(d) The service provider can pass on the costs of using other means of payment than cash to the contracting party at its own discretion. The service provider undertakes to provide information on the transferable costs at the request of the contracting party.

(e) The service provider charges the consumption of the guest in the catering units of the hotel to the room, or the guest can pay for his consumption in the given catering unit in cash.

9. Method and conditions of use of the service:

(a) The guest can check into the hotel room booked and confirmed by the service provider from 3 p.m. on the day of arrival and must leave the room by 11 a.m. on the last day of (check-out).

(b) If the guest wishes to check in on the day of arrival before the check-in time specified under point 9 (a), this can be done subject to availability and at an additional cost.

(c) The service provider enables the guests to bring their dog or cat into the hotel for a pet surcharge, provided that the pet is only kept in the hotel room under the guest's supervision and only uses the open common rooms as an access route to the room. In other rooms - e.g., restaurant, wellness - pets are not allowed. If the service provider is of the opinion that the size or behaviour of the animal is disturbing the operation, he is entitled to refuse to house the animal.

(d) The guest is fully liable for damage caused by his pet.

(e) Pursuant to Act XLI of 2011, smoking is prohibited in the entire area of the hotel. The front and side terraces of the hotel are designated smoking areas. Guests smoking in the room will have to pay an additional cleaning fee of HUF 20,000.



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(f) The service provider is entitled to terminate the contract for the accommodation service with immediate effect or to refuse to provide the service if:

1.) the guest refuses to prove his/her identity on arrival. In this case, the advance paid remains with the service provider or is to be paid retrospectively, regardless of the fact that the guest cannot occupy the accommodation, as within the meaning of Section 9/H Paragraph (2) of Act CLVI of 2016 the accommodation provider is obliged to refuse the accommodation if the guest fails to present a suitable identification document.

2.) the guest does not use the room made available to him or the services of the service provider and/or the premises made available for the services as intended,

3.) the guest disrupts the house rules of the hotel and does not cease the disruptive behaviour despite being requested to do so,

4.) the guest does not comply with the hotel's security policy - e.g., smokes in a forbidden place and does not stop to do so despite being asked,

5.) the guest behaves in an offensive or aggressive manner towards the hotel staff or the other guests, is under the influence of alcohol or drugs or is threatening or offensive or behaves in any other unacceptable manner,

6.) the guest suffers from an infectious or other disease that disturbs the rest of the other guests. Incontinent guests and guests who cannot take care of themselves are also not allowed to use the hotel's services.

7) the contracting party or the guest does not comply with the payment guarantee requested by the service provider by the date specified by the service provider.

(g) The contract expires if it is not fulfilled between the contracting parties due to "force majeure".

(h) The guest uses all hotel services during his entire stay at his own risk.

(i) Children or underage guests must not be left without parental supervision for health or other reasons.

Children's animation programs require the active participation of the children in the programs. Therefore, the hotel can refuse participation in the animation program if the child requires qualified health or medical care. (The service provider does not have special expertise in the care of certain mental illnesses or psychological injuries)



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10. Provision of the services:

(a) If the service provider cannot provide the services ordered through its own fault - in particular: overbooking, temporary operational disruptions - he is obliged to arrange for appropriate accommodation for the guest.

(b) The service provider is obliged within the scope of his obligation according to point (a):

1.) to offer the services confirmed in the order at the price and for the period specified therein - or until the obstruction ceases to exist - in another accommodation of the same or higher category and upon acceptance of the guest. All additional costs of providing replacement accommodation are at the expense of the service provider.

2.) to give the guest the opportunity to make a free phone call at the guest's request so that the guest can inform the person named by him of the change in accommodation.

(c) If the service provider fully complies with the obligations mentioned in point (b) or if the guest accepts the alternative accommodation offered to him, the guest cannot claim any subsequent compensation.

11. Rights of the guest:

(a) According to the contract, the guest is entitled to use the booked room and the facilities of the accommodation that are part of the standard range of services and are not linked to special conditions.

(b) The guest can complain about the provision of the service provider's services. The service provider undertakes to check the complaint submitted to him in writing or orally at the reception and to answer it to the guest within 72 hours of receipt.

12. Obligations of the guest:

(a) Regardless of age, all guests must show identification upon arrival at the reception, otherwise the service provider will refuse the accommodation.

(b) The guest is obliged to pay the service provider for the services ordered in the contract at the latest in the manner specified in the contract and by the agreed date.

(c) The guest is obliged to ensure that the minors supervised by him are under adult supervision at all times in the hotel of the service provider.

(d) The guest is obliged to report immediately any damage caused to him to the hotel reception and to provide the hotel with all the information necessary for the clarification of the incident or for possible infringement or criminal proceedings.



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(e) The guest is not allowed to bring his own food and drinks into the catering units of the hotel of the service provider.

13. The guest's liability for damages:

(a) The guest is liable for all damage that he or his companion or persons under their supervision cause to the service provider or a third party.

(b) The guest is also liable for damages if the injured party has a direct claim to compensation from the service provider.

14. Rights of the service provider:

(a) If the guest does not meet his obligation to pay the price for the services used or ordered but not used, the service provider is entitled to a lien on the property of the guest the guest has taken into the hotel, in order to secure his claims.

(b) For reasons of property protection and accident prevention, the entire area of the hotel is equipped with security cameras. By entering the hotel, the guest declares his or her consent to recordings being made of him. The recordings are stored in the electronic system for 1 month and then automatically deleted.

(c) The hotel organises various programs to entertain its guests. The hotel staff or companies commissioned by the hotel are allowed to take photos and make video recordings of the programs for marketing and advertising purposes. The guest participating in the program acknowledges and expressly agrees that recordings made in this way can appear in publications and on various advertising spaces. The hotel publishes these records, taking data protection requirements and personal rights into account, in such a way that the guest is not clearly recognizable and identifiable on the basis of them.

15. Obligations of the service provider:

(a) The service provider is obliged to provide the accommodation and other services ordered on the basis of the contract in accordance with the applicable regulations and performance standards.

(b) The service provider is obliged to investigate the guest's written complaint and to take the necessary steps to rectify the problem, to record the steps taken in writing and to inform the guest accordingly.



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16. The service provider's liability for damages:

(a) The service provider is liable for all damage caused to the guest in the hotel by the service provider or by its employees.

(b) The service provider's liability does not extend to damage caused by an unavoidable cause lying beyond the control of the service provider's employees or guests, or for damage caused by the guest or the persons supervised by the guest.

(c) The service provider reserves the right to designate one or more locations within the hotel that the guests cannot enter. The service provider is obliged to clearly mark such places. The service provider is not liable for damage caused to the guest or the persons under his supervision in those rooms that the guest is not allowed to enter.

(d) The service provider is only liable for damage if it is reported immediately after the occurrence at the service provider's reception with the required data.

(e) The service provider is liable for all damage suffered by the guest as a result of loss, destruction or damage to the guest's belongings if the guest keeps these personal items at the location specified by the service provider or at their usual location or in the room safe, or if they are handed over to an employee of the service provider whom the guest has considered entitled to take over his belongings.

(f) The service provider is only liable for the loss, destruction or damage of valuables, securities or cash of the guest if they have been expressly accepted by him or if the damage has occurred for a reason for which he is liable according to the general rules. In this case, the burden of proof lies with the guest.

g) The liability of the service provider does not extend to the contract partner's luggage and its contents on arrival and departure, during loading and unloading and during transport to and from the room.

(h) The amount of the service provider's liability for damages may not exceed ten times the amount of the contractually agreed daily room rate.

17. Illness or death of the guest:

(a) If the guest falls ill while using the accommodation or the service and if the service provider becomes aware of this, the service provider is obliged to offer the guest medical assistance, whereby the costs of the offered and accepted medical assistance must be borne by the guest. If the guest is diagnosed with an infectious disease, the service provider has the right to refuse the further provision of the services. In the event of an early departure, the additional costs are to be borne by the guest.

(b) In the event of illness or death of the guest, the service provider is entitled to reimbursement of costs from the relatives or the heirs of the patient or the deceased, up to the amount of any medical



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costs paid in advance by the service provider, the value of the services used before the death and the value of the damage caused in connection with the illness/death in the property of the service provider and/or his guests. The service provider regards the death of the guest as a departure before the end of the contract period and will therefore not reimburse the legal heirs for the costs of the remaining contract period.

18. Pets:

(a) The service provider reserves the right to individually determine the type of pets allowed in the hotel after the guest has announced his intention to bring a pet.

b) The pets allowed in the hotel - dogs and cats - must be kept in the hotel room under the supervision of the guest and must use the common rooms only as access to the hotel room. Pets are not allowed in other rooms - e.g., catering units, wellness and therapy rooms.

19. Confidentiality:

(a) When fulfilling its contractual obligations, the service provider is obliged to comply with the provisions of Act CXII of 2011 on the right to informational self-determination and freedom of information and to act in accordance with the statutory provisions for data protection and the relevant internal regulations of the guest, provided the guest had notified the service provider thereof.

20. Force majeure:

(a) Causes or circumstances (e.g., war, fire, flood, storm, power failure, strike, etc.) over which neither the service provider nor the guest or the contracting party have any influence - force majeure - release the contracting party of its contractual obligations for the duration of the force majeure. The contracting parties undertake to use their best endeavours to minimize the possibility of such causes and circumstances and to remedy the damage or delays caused thereby as quickly as possible.

21. Applicable law and jurisdiction:

(a) The provisions of Act V of 2013 on the Civil Code apply mutatis mutandis to the contractual relationship between the contracting parties.

(b) For the settlement of disputes in connection with this contract, the contracting parties agree on the exclusive jurisdiction based on subordination of the District Court of Sopron, in the absence of competence of the same, the exclusive jurisdiction based on subordination of the Court of Győr.