



CARLTON HOTEL BUDA CASTLE

General Terms and Conditions

1. Service Provider's Data

- Company: Flow Hotels Kft.
- Seat: 1146 Budapest, Ajtósi Dürer sor 5. 1./1.
- Registration number: 01-09-408537
- Tax number: 25721555-2-42
- EU tax number: HU25721555

2. General Rules

2.1. These "General Terms and Conditions" govern the use of the Service Provider's accommodations and their services.

2.2. Specific, individual terms and conditions do not form part of the General Terms and Conditions, however, they do not preclude the conclusion of separate agreements with travel agencies, tour operators, under different terms and conditions according to the type of business.

3. Contracting Party

3.1. The services provided by the Service Provider shall be used by the Guest.

3.2. If the order on the service is placed directly by the Guest with the Service Provider then the Guest shall be the Contracting Party. The Service Provider and the Guest shall be jointly referred to Contracting Parties (hereinafter Parties) if the conditions are met. The scope of these GTC also extends to all Guests who use the Service Provider's services together with the Guest concluding the contract.

3.3. If the order on the services is placed by a third party (hereinafter referred to as the Agent) with the Service Provider on behalf of the Guest then the conditions of the cooperation shall be regulated by the contract made by and between the Service Provider and the Agent. In this case the Service Provider shall not be obliged to control if the third party lawfully represents the Guest.

4. Contractual relationship

4.1. The Service Provider sends a quote in response to the Guest's oral or written request for a quote. Rooms are sold subject to availability and bookings are confirmed by the Service Provider in the order of receipt. Guests can book the selected room type and other services directly on the hotel's website without requesting a quote in advance.

4.2. The Contract shall enter into force when the written booking made by the Guest is confirmed by the Service Provider in writing, and therefore it shall be considered a written Contract. Any orally made booking, agreement or modification or any orally confirmation by the Service Provider shall not be considered a contract.

4.3. The scope of the contract shall include: the subject matter, place, duration and price of the service. It shall include also the payment, cancellation and modification terms.

4.4. In the case of an incorrect, lower price quoted due to an administrative or technical error, contracting is only valid if deviation from the actual price is no more than 20%.

5. Basic Services of the Hotel

5.1. Accommodation service

In all cases, the Service Provider guarantees the room type booked or of a higher category. Bookings for specific room numbers or buildings are not possible.

5.1.1. Standard equipment of the rooms: LED TV-set, safe, phone, safe connectors, minibar, hair drier, towels. The use of electric cooking utensils, hotplates, grills, toasters, immersion heaters, electric radiant heaters, electric scooter chargers, electronic cigarettes, etc. in the rooms is prohibited. Only appliances in perfect technical condition and in compliance with the Hungarian Standard are allowed. Sockets can only be used in accordance with the instructions. Wi-Fi is available in the rooms. All our accommodation units are non-smoking, including electronic cigarettes.

5.1.2. The hotel's housekeepers clean the rooms daily from 08:00 to 15:00. Guests can indicate to staff not to knock, disturb or enter the room, or that they do not require daily cleaning, by placing the information signs available in the room on the door handles. If the staff does not carry out the daily cleaning at the request of the Guest, the Guest may not claim a reduction of the room rate or compensation.

5.2. Catering

5.2.1. Buffet breakfast is provided as standard service by the Hotel for its accommodating guests during the specified opening hours. In addition to the food consumed in the establishment, food and drinks can only be taken out of the restaurant against a separate charge.

5.2.2. The hotel's breakfast offers a limited choice of dishes for guests with gluten, lactose, milk protein, egg and soy allergies or intolerance. If you have a food intolerance, we strongly advise you to consult the chef or their deputy.

5.2.3. Bringing food and drinks into the hotel's restaurants is not allowed. / Only food and drinks purchased in the hotel restaurants may be consumed in place.

5.2.4. Dress-code for the restaurant is relaxed but smart. Slippers, tracksuits, shorts, t-shirts, swimwear, robes are not allowed.

5.3. Parking

5.3.1. The hotel provides parking for one car per booking, which can be used for a fee in the underground garage.

5.3.2. The hotel is not liable for damages caused by parking in undesignated areas.

6. Prices

6.1. Hotel room rates are displayed at the hotel reception and are also available on the hotel's website.

- 6.2. Hotel prices are set in HUF and EUR. The price of services may vary due to exchange rate fluctuations, but contracted partners are charged the prices set out in the relevant contracts.
- 6.3. Other services are available, which can be found printed in the hotel rooms – the reception can provide information about the prices.
- 6.4. The prices include the statutory rate of value-added tax (VAT) applicable at the time of the quote and, in the case of hospitality services, service charges. The Carlton Hotel Buda Castle shall charge any extra costs resulting from the modification of the effective VAT law to the Contracting Party.
- 6.5. The local tourism tax shall be payable in addition to the accommodation fee.
- 6.6. The current allowances, discounts and other offers are announced on website (www.carltonhotel.hu).

7. Terms of payment

- 7.1. Room reservations become guaranteed upon payment of the deposit specified in the confirmation. Payment can be made online or by bank transfer. We ask that a copy of the deposit payment slip (with name, address, order number and, if a VAT invoice is required, tax number and address of issue) be sent to the Service Provider. It can take 1–4 banking days for payments to be processed.
- 7.2. The remaining balance of the services ordered is payable by the Guest at the reception upon arrival.
- 7.3. In case of special offers the payment terms may change and will be contained in the confirmation sent in writing.
- 7.4. In the case of special offers, the payment, modification and cancellation conditions may vary and are included in the written confirmation.
- 7.5. If payments are not settled the booking is automatically deleted.
- 7.6. Acceptable means of payment: Cash, remittance, credit card
- 7.7. All costs related to any method of payment shall be charged to the Contracting Party or his or her credit card.

Travel bureaus / Tour operators / OTAs / Cooperating partners:

The contract signed with the service provider shall contain the specific payment terms.

8. Modification of the order

- 8.1. In all cases, changes to reservations shall be made in writing.
- 8.2. Finalised and confirmed bookings may be changed to another date, and the number of guests or room type may be modified subject to the current rates and availability, with payment of the following fees, up to the 2nd day before arrival at the latest. In the event of a change request within 2 days prior to arrival, the terms and conditions of cancellation apply. (GTC 9.4)

9. Terms of cancellation

- 9.1. The order may be cancelled in writing.
- 9.2. Bookings can be cancelled up **to the 21st day before arrival** without penalty payment.
- 9.3. **From the 20th to the 7th day before arrival:** the deposit paid can be converted into a hotel voucher, which can be used within 1 year from the date of issue. A handling charge of 10% deducted from the deposit paid for the issue of the voucher. If the customer does not require the voucher, the deposit paid is charged as a penalty.
- 9.4. In the case of cancellations **from the 6th day before arrival**, the full amount of the deposit paid is charged as penalty.

9.5. If the cancellation is made on the day of arrival or the guest arrives later or leaves earlier than the confirmed check-in and check-out dates, respectively, the guest shall pay 100% of the amount confirmed by the hotel for the entire period booked.

9.6. If the Contracting Party has not secured his or her booking of accommodation-services with an advance payment, credit card guarantee or another means specified in the Contract, and does not arrive until 00:00 a.m. according to local time on the day of arrival, or does not preliminary indicate that he or she will arrive at a later time the Service Provider shall charge at least one day's accommodation fee specified in the Contract as a penalty. In this case the Service Provider shall reserve the accommodation for the Contracting Party until 11:00 a.m. on the day following the day of arrival and then his service provision obligation shall terminate.

9.7. Unexpected, unforeseeable situations (illness, accident, family-related incident, adverse weather conditions, traffic obstructions, etc.) may occur before and during the trip, so **we recommend that** our guests **take out travel cancellation insurance** with an insurance company of their choice on the day of booking.

9.8. In case of special and promotional offers, the terms of cancellation shall be regulated by the offer.

9.9. In the case of booking of products subject to special conditions, group travels or programmes, the Service Provider may specify conditions different from the above in a special Contract.

9.10. The terms and conditions for the rescission of the Contracting Party are governed by the effective Government Decree (No. 45/2014 (II.26)).

10. Method and terms of use of services

10.1. The Guest may check in from 3:00 p.m. on the day of arrival and check out until 11:00 a.m. on the last day of staying. Guests, including minors, are required to provide proof of identity upon arrival, in accordance with the legal requirements, before occupying the room, family suite or apartment house.

10.2. The Hotel does not receive guests suffering from infectious diseases.

10.3. By completing and signing the registration form (or the equivalent online registration form), the Guest accepts the General Terms and Conditions of Carlton Hotel Buda Castle and the house rules and regulations shall comply with these.

10.4. The Hotel shall not be liable for damages caused by the guests. The Hotel may charge the costs of intentionally caused damages to the guest.

10.5. The whole area of the Hotel is non-smoking. The hotel's interior areas are equipped with smoke detectors. In case of smoke or fire, the hotel sends a direct alarm to the Fire Department of Budapest, therefore, the hotel charges the Guest for the costs incurred in the event of alarms due to smoking.

10.6. If the guest wants to occupy the room before 10:00 a.m. on the day of arrival then the price of the previous night shall be charged.

10.7. Room booking extension fee shall be charged after 11:00 a.m.

10.8. The official language of the hotel is Hungarian. We are available to guests in German, Italian and/or English at the service points.

11. Pets

11.1. Our guests can arrive with a cat or with a dog for a fee.

11.2. Guests must indicate their desire to travel with a pet upon requesting a price offer and booking. Pets are allowed only if the Service Provider has confirmed their arrival in writing in advance.

11.3. Our guests can bring 2 well-kept and clean dog up to 15 kg. When making a reservation, guests must provide a copy of the dog's vaccination book, showing the animal's chip number, anti-rabies vaccination, and the stamp verifying flea control and deworming.

11.4. The Guest is fully responsible for any damage caused by the dog. The Service Provider shall not be liable for the possible escape of animals.

11.9. Service dogs are subject to terms set out in legal regulations. A service dog is a dog that assists a person with a disability in exercising their right to equal access, in facilitating their independent living, in averting an emergency as well as performing habilitation and rehabilitation tasks, and which is in compliance with the veterinary requirements set out in a separate legal regulation. The service dog must be marked with a distinctive sign bearing the logo of the organisation that has trained the dog.

12. Rejection of the performance of the Contract and termination of the service provision obligation

12.1. The Service Provider is under no obligation to conclude a contract, and may refuse the Guest's request for service without obligation to provide justification.

12.1.1. the Guest does not use the room or facility for the intended purpose

12.1.2. the Guest behaves roughly or in an abusive way against the employees or does not follow the security rules, or is under the influence of alcohol or drugs, behaves in a threatening, hurtful or unacceptable way

12.1.3. the Guest suffers from an infectious disease.

12.1.4. the Contracting Party does not perform the advance payment obligation specified in the Contract by the deadline

12.2. If the Contract made between the parties is not performed due to a Force Majeure event the Contract is terminated.

13. Accommodation guarantee

13.1. If the Service Provider cannot provide the services specified in the Contract by his own fault (e.g. overspending, temporary operational problems etc.) he shall provide for the accommodation of the Guest with an immediate effect.

13.1.1. The Service Provider shall:

13.1.1.1. guarantee/offer the services specified in the Contract at the price confirmed and for the term given therein - until the hindrance is eliminated - at another place of accommodation of the same or higher category. All extra costs related to the replacement accommodation shall be borne by the Service Provider.

13.1.1.2. provide the possibility of making free calls for the Guest to announce the change of accommodation

13.1.1.3. transfer the Guest free of charge to the offered replacement accommodation and return him or her at a later time if applicable

13.1.2. If the Service Provider fully meets these obligations and the Guest has accepted the replacement accommodation offered to him or her then the Contracting Party may not claim damages subsequently.

14. Disease or death of the guest

14.1. If during the use of the accommodation-services, the Guest becomes ill or is not able to take care about himself or herself the Service Provider shall offer a medical help.

14.2. If the Guest notices any of the symptoms of an infection during their stay, they shall immediately inform the hotel orally or in writing. Guests are not allowed to visit common areas in case of infectious diseases or suspected infectious diseases.

14.3. In the case of a disease or death of the Guest, the Service Provider shall claim the costs from the relative, heir or invoice payer of the ill/deceased guest in relation to any medical and treatment costs, value of services used before the death, and damages caused to facilities and equipment in connection with the disease/death.

15. Rights of the Contracting Party

15.1. Under the Contract, the Guest shall be entitled to use the room ordered by him or her and the facilities of the accommodation included in the scope of regular services and not subject to special conditions for the intended purposes.

15.2. The Guest may raise a complaint in connection with the performance of services provided by the Service Provider during his or her staying at the accommodation. The Service Provider shall manage the complaints forwarded to him in writing (or recorded in a report) during this period.

15.3. The Guest's right to raise a complaint shall cease when he or she leaves the accommodation.

16. Obligations of the Contracting Party

16.1. The Contracting Part shall settle the value of services ordered in the Contract by the day and in the way specified therein.

16.2. The Guest shall make sure that any child below 18 stay in the Hotel of the Service Provider only under supervision.

16.3. The Guest may not bring foods or drinks into the catering units of the Hotel.

17. The Contracting Party's liability for damages

The Guest shall be liable for damages and disadvantages that are suffered by the Service Provider or a third party by fault of the Guest or his or her attendant or a person for whom he or she is responsible. The Guest shall be liable for damages caused by him or her to the Service Provider. The liability shall exist also if the Injured Party claims the payment for damages directly from the Service Provider.

18. The rights of the Service Provider

If the Guest does not settle the fees of Services subject to penalties used by him or her, or ordered in the Contract but not used by him or her the Service Provider shall be entitled to pledge the personal belongings of the Guests that have been taken to the Hotel.

19. The obligations of the Service Provider

The Service Provider shall:

19.1. perform the accommodation and other services ordered under the contract in accordance with the effective requirements and service standards

19.2. investigate the written complaints of the Guest and take and record the necessary steps to manage problems in writing.

20. The Service Provider's liability for damages

20.1. The Service Provider shall be liable for all damages caused to the Guest within the facility by fault of the Service Provider or his any employee.

20.2. The Service Provider's liability does not cover damages that have been occurred as a result of causes beyond the control of the employees and guests of the Service Provider or caused by the guest himself or herself.

20.3. The Service Provider may designate places in the Hotel where the Guest is not allowed to enter. The Service Provider shall not be liable for damages and injuries suffered at such places.

20.4. The Guest shall immediately report any damages caused to him or her in the Hotel, and shall make all data necessary for the clarification of the circumstances of the damage event or any police report or police procedure available for the Hotel.

20.5. The Service Provider shall be liable for valuables, securities and cash only if he has expressly taken over them for safekeeping.

20.6. The Service Provider shall not be liable for personal belongings (including objects placed in the room safe) left in the communal spaces or rooms of the Service Provider.

20.7. The Service Provider shall not be liable for valuables left in cars in the parking lot of the Service Provider and shall investigate the damages caused to the parking vehicles and pay them if the damages have been caused by his negligence.

20.8. The upper limit of the damages shall be fiftyfold of the daily room price unless the damages are lower.

20.9. The Guest acknowledges that the Hotel shall deliver ordered services in accordance with effective legal and regulatory requirements, and its own commitment to standards of service. The Guest acknowledges that the Hotel is not liable for damage caused by the inability or limited ability to use services due to restrictions by the authorities. The Guest acknowledges that they are not entitled to price reductions or reimbursement in such cases.

21. Values left at the hotel

21.1. The Service Provider is not liable for any valuables, money or other items left in the hotel by the guests, and is under no obligation to return and send such items to guests. The Service Provider retains found objects for 3 months and releases these to the owner upon proof of ownership. The Service Provider may charge the costs of storage and dispatch. After 3 months, the hotel donates the found objects to charity.

22. Consumer's interest protection, data protection

22.1. During his activities, the Service Provider shall highlight the protection of personal data. He shall manage all personal data made available for him in accordance with the effective legislation, shall provide for their confidentiality, and shall take all technical and organisational measures and draw all procedural rules that are necessary for adherence to the relevant legislation.

22.2. The Service provider sets out its policies on processing in a separate Privacy Policy that he will make permanently available at www.carltonhotel.hu and he will undertake to be bound by its content. The Privacy Policy also includes information about each data processing.

22.3. The clerk of settlement the Consumer Protection Supervision of Budapest shall exercise the special surveillance rights over the service activities of the Service Provider.

22.4. VIZA (Closed Guest Information Database): an amendment to Act CLVI of 2016 on State Duties Pertaining to the Development of Tourism Regions entered into force on 1 January 2021, obliging accommodation providers to record the data of accommodation users as defined by law on a storage platform provided by a hosting provider designated by the Government for the purposes specified in the Act. The hosting provider designated by the Government is the Hungarian Tourism Agency (MTÜ).

The Service Provider shall refuse service to any guest who is unable/refuses to hand over their document for data recording. The Service Provider is not obliged to compensate the guest for any resulting damage.

23. Force Majeure

Any cause or circumstance (e.g. war, fire, flood, adverse weather, power failure, water shortage, gas shortage, pandemic, epidemiological restriction, strike) over which the Parties have no control (force majeure) relieves either Party from the performance of its obligations under the Contract for as long as such cause or circumstance exists.

24. Amendment of these GTC

The Service Provider is entitled to unilaterally amend these General Terms and Conditions, with the proviso that it shall publish such amendment on its website no later than the date on which the amendment enters into force. Amendments to the GTC cannot be contrary to legal regulations or contain unfair terms.

26. The law applicable to the relationship between the parties and the acting court

The relationship between the Service Provider and the Contracting Party shall be regulated by the provisions of the Hungarian Civil Code. The court competent at the place of the service provision shall settle any legal dispute arising out of the service contract.