



## GENERAL TERMS AND CONDITIONS

### 1. Details of Service Provider:

#### **UNIONE SÁRVÁR Szállodaprojekt Korlátolt Felelősségű Társaság**

Abbreviated name:	UNIONE SÁRVÁR Kft.
Registered office:	55-61., Alkotás Rd. Budapest, 1123
Address of service:	28. Rákóczi Ferenc Str. Sárvár, HU-9600
Company registration number:	01-09-068756
Tax number:	10400645-2-43
Phone number:	+36 95 523 900
E-mail:	info@melea.hu
Represented by:	Zsolt Bencze

### 2. General Provisions

2.1. The General Terms and Conditions (hereinafter "**GTC**") summarize the contractual content on the basis of which the **MELEA Health Concept Hotel** operated by the Service Provider (address: 28. Rákóczi Ferenc Str. Sárvár, HU-9600) concludes a contract with its Guests for the use of its accommodation and services.

2.2. Special, specific conditions are not part of the stated GTC, but do not preclude the conclusion of special agreements with travel agents and organizers, sometimes with different conditions corresponding to the type of the respective business.

2.3. Together with entering into these GTC, the Guest acknowledges the provisions contained herein and the Parties shall, unless otherwise agreed, consider them determinative.

### 3. Contracting Parties

3.1. The services provided by the Service Provider are used by the Guest.

3.2. If the order for the services is submitted by the Guest directly to the Service Provider, the Guest shall be the Contracting party. The Service Provider and the Guest together, if the conditions are met, become contractual parties (hereinafter referred to as "**Parties**").

3.3. If the order for services is submitted to the Service Provider by a third party on behalf of the Guest (hereinafter referred to as "**Intermediary**"), the terms of cooperation shall be governed by the contract concluded between the Service Provider and the Intermediary. In this case, the Service Provider is not under the obligation to examine whether the third party is legally representing the Guest.



3.4. In accordance with the legal regulations of the activity, the Service Provider provides the services only if the Guest provides his/her name and address, as well as the data corresponding to the applicable regulations (e.g. presentation of identity cards, birth data, etc.) to the Service Provider before using the service.

3.5. Due to its business philosophy and facilities, the MELEA Health Concept Hotel is an adult-friendly accommodation and therefore only accepts guests over 16 years of age. If, nevertheless, the reservation is made with incorrect data, the hotel may refuse to receive the Guest at the time of check-in or, as soon as it becomes aware of this, may cancel the service at any time.

3.6. Pets may be admitted to the Service Provider's accommodation following prior arrangement, they may be kept in the hotel room under the supervision of the Guest, they may use the common areas to access the rooms, they may not be taken to other rooms (swimming pool, SPA, Restaurant and communal spaces, etc.) or only to a limited extent. The pet surcharge is included in the current price list.

The Guest is fully responsible for the damage caused by the pet, which must be reimbursed to the Service Provider before departure. The Service Provider is entitled to request a cleaning surcharge if the room was not used for its intended purpose. If an asset/object becomes unusable, the Contracting Party must pay the actual purchase price. If the Contracting Party does not report this during the trip and the damage can be demonstrably attributed to him/her, the Service Provider shall be entitled to charge the credit card of the Contracting Party.

#### **4. Conclusion of the Contract, method of booking, modification, notification requirement**

4.1. The Service Provider sends a written offer to the Guest's verbal or written request. If no specific order is received within the expiry option included in the sent offer, the Service Provider's obligation to offer ceases.

4.2. The Contract is concluded with the Service Provider's written confirmation of the Guest's reservation submitted in writing or orally and thus constitutes a Contract concluded in writing. Orally submitted reservation, agreement, modification, and oral confirmation thereof by the Service Provider shall not constitute a contract.

4.3. The contract for the use of accommodation services is for a definite period of time.

- If the Guest permanently ceases to use the service before the expiry of the specified period fixed in the confirmation, leaves the hotel permanently, the Service Provider has the right to charge the full compensation for the service for the entire ordered period, or to resell the room vacated before the expiry date to a third party.
- The extension of the use of the accommodation service initiated by the Guest requires the prior consent of the Service Provider. In this case, the Service Provider may stipulate the payment of the fee for the service already performed.
- Amendments or additions to this Agreement shall be subject to a written agreement signed by the Parties.

#### **5. Cancellation policy**

5.1. If the Service Provider had not specified other conditions in its offer, the accommodation service may be cancelled without penalty 7 days before the day before arrival, until 24.00 in local time.

- If the Contracting Party had **not secured** the use of accommodation services by prepayment, credit card guarantee or other means stipulated in the Contract, the Service Provider's obligation to provide services shall cease at 24.00 local time 5 days prior to the day before arrival.



- If the Contracting Party has secured the use of accommodation services by prepayment, credit card guarantee or other means stipulated in the Contract and does not arrive by 6 p.m. local time on the day of arrival or does not foretell that he/she will arrive at a later date, the Service Provider will enforce an amount specified in the Contract, but at least one day's accommodation fee as a penalty. In this case, the accommodation is reserved for the Contracting Party until 6 p.m. on the day following the day of arrival, after which the service obligation of the Service Provider ceases. (no-show)
- In case of late cancellation or failure to cancel, the hotel may invoice the price of the services ordered as a penalty.
- A reservation with credit card cover or a deposit is considered guaranteed.

5.2. In the case of booking of products subject to special conditions, of group travel or events, the Service Provider establishes conditions different from those above, fixed in an individual Contract.

5.3. In case of timely cancellation of the service by the Contracting Party, the Service Provider will refund the amount of the advance paid in accordance with the cancellation policy by bank transfer or to the bank card used for the payment. The Service Provider has 30 days to complete the refund.

## **6. Prices**

6.1. The room prices of the hotel operated by the Service Provider (Basic Package price) are posted at the hotel reception or in the hotel room. Price lists for other services are available in the respective hotel departments (restaurant, therapy, spa).

6.2. The Service Provider may freely change the advertised prices without prior notice. If the Guest has booked accommodation and it has been confirmed in writing by the Service Provider, the Service Provider may no longer change this accommodation price.

6.3. When communicating the prices, the Service Provider indicates the rate of the tax content of the prices (VAT, tourist tax), which is valid at the time of the offer, regulated by law. The Service Provider shall transfer additional charges due to amendments to the current tax law (VAT, tourist tax) to the Contracting Party with prior notice.

6.4. Current discounts, promotions, other offers are announced on [melea.hu](http://melea.hu), in our newsletters (if you are subscribed) and other online platforms.

6.5. The advertised discounts cannot be combined with any other discount.

6.6. In the case of booking of products subject to special conditions, of group reservations or events, the Service Provider establishes the conditions fixed in an individual contract.

## **7. Payment method, guarantee**

7.1. The Service Provider shall claim the consideration for the services rendered to the Contracting Party no later than after use, before leaving the hotel, but may also provide the possibility of subsequent payment under an individual agreement.

7.2. As a condition of using the service under the Contract, the Service Provider requests payment of 50% of the consideration in advance, the payment of the remaining 50% upon arrival in order to guarantee full payment of the consideration, as well as a credit card guarantee of EUR 50 per night to



guarantee for other consumptions in the form of pre-authorisation, during which the amount will be blocked on the credit card.

7.3. The invoice of the Contracting Party shall be issued in Hungarian Forint (HUF) and may be settled in Forint or Euro (EUR). In this case, the euro amount is determined at the MNB's central rate on the day of the guest's travel. In the case of cash payment in Euro currency, the Service Provider shall settle any returnable amount in HUF.

The Service Provider accepts cash-saving means of payment (credit card, Széchenyi Leisure Card, as well as gift voucher, vouchers, etc.), the current list of which is available to the Contracting Party upon request. In the event of a reservation, the Contracting Party is advised to clarify the possibility of payment by the selected cash-saving means of payment.

7.4. Costs related to the use of any payment method charged by the institution of the Contracting Party shall be borne by the Contracting Party or its SZÉP card/credit card.

## **8. The way and conditions of the use of the service**

8.1. The Guest can book the hotel room from 3 p.m. on the day of arrival (check-in) and must leave (check-out) on the last day of stay (check-out) until 12:00 p.m., unless, after prior agreement, the Service Provider allows the Contracting Party to arrive earlier (early check-in) or leave later (late check-out). The fee for early check-in or late check-out is included in the actual price list.

8.2. If the Guest wishes to book the room before 8:00am on the day of arrival, he/she must pay the price of the previous night to the Service Provider.

## **9. Digital document reader and VIZA system**

9.1. According to Act CLVI of 2016, check-in and the occupation of the room are subject to the provision of a photo ID (ID card, driver's license or passport) confirming the personal data of the persons using the accommodation service upon arrival at the reception and recording them by the hotel with a digital document scanner. Photo ID documents must be presented upon arrival to identify each guest.

9.2. If the guest does not provide an identification document upon arrival, the hotel will refuse the accommodation service.

9.3. In the event of a stay refused by law, the hotel will be entitled to payment of the deposit, cancellation or modification amount indicated in the booking confirmation, and is entitled to charge the full amount as a penalty.

## **10. Refusal to perform the contract, termination of the service obligation**

10.1. The Service Provider has the right to terminate the Contract for accommodation services with immediate effect, thus refusing to provide the services if:

- the Guest does not use the provided room or the facility for its intended purpose,
- the Guest behaves objectionably, rudely, under the influence of alcohol or drugs with respect to the safety and rules of the accommodation, its employees, and exhibits threatening, offensive or other unacceptable behavior in connection therewith,
- the Guest suffers from an infectious disease,
- the Contracting Party fails to fulfill its obligation to pay the advance specified in the Contract by the specified date,



- the Guest does not allow his/her documents to be scanned at the time of check-in or refuses to fill in the check-in form.

10.2. If the Contract between the Parties is not fulfilled for reasons of “force majeure”, the contract is terminated and the Service Provider does not make a claim for the cost of the accommodation in the case of an individual reservation (up to 2 rooms), it will be returned to the Guest. The Service Provider, however, may claim its other costs (e.g. catering, procurement of raw materials). In the case of a group booking, the refund of the “force majeure” is provided for in the individually defined group contract.

## **11. Accommodation Guarantee**

11.1. If the Service Provider's hotel is unable to provide the services specified in the Contract due to its own fault (e.g. overcharging, temporary operating problems, etc.), the Service Provider is obliged to immediately arrange for the accommodation of the Guest.

11.2. The Service Provider is obliged

- to provide/offer the services indicated in the Contract, at the price confirmed therein, for the period stipulated therein, or until the cessation is lifted, in another accommodation of the same or higher category. All additional costs of providing substitute accommodation shall be borne by the Service Provider,
- to provide the Guest with the opportunity to call once free of charge to inform on the change of accommodation,
- to provide a free transfer for the Guest to move to the offered substitute accommodation and for possible subsequent relocation.

11.3. If the Service Provider fulfills these obligations in full, or if the Guest has accepted the alternative accommodation offered to him, the Contracting Party may not make a subsequent claim for compensation.

## **12. The illness, death of the guest**

12.1. If during the period of using the accommodation service the Guest becomes ill and is unable to act on his/her own behalf, the Service Provider will offer medical assistance.

12.2. In the event of the Guest's illness/death, the Service Provider shall claim compensation from the patient/deceased's relative, heir or bill payer concerning any medical and procedural costs, consideration for services provided prior to death, and any damage to equipment and equipment items incurred in connection with the illness/death in terms of damage.

## **13. Rights of the Contracting Party**

13.1. Pursuant to the Contract, the Guest is entitled to the proper use of the room ordered and the facilities of the accommodation, which are included in the standard range of services and are not subject to special conditions.

13.2. The Guest may lodge a complaint regarding the performance of the services provided by the Service Provider during the period of stay at the accommodation. During this period, the Service Provider undertakes to deal with complaints submitted to it in writing (or recorded by it in the protocol).

13.3. The right of the Guest to complain ceases after leaving the accommodation.

## **14. Obligations of the Contracting Party**



14.1. The Contracting Party is obliged to settle the consideration for the services ordered in the Contract by the date and in the manner specified in the Contract.

14.2. Guests are not allowed to bring their own food or drinks into the hotel area.

14.3. The Guest can only receive the Guest in the Lobby area of the hotel, not in the hotel room.

#### **15. Liability of the Contracting Party for damages**

15.1. The Guest is liable for all damages and disadvantages suffered by the Service Provider or a third party due to the fault of the Guest or his/her companion or other persons under his/her responsibility. The guest is responsible for the damage caused by him/her and is obliged to pay it to the Service Provider. This liability also exists if the claimant has the right to claim compensation directly from the Service Provider.

#### **16. Rights of the Service Provider**

16.1. The Service Provider reserves the unilateral right to request a payment guarantee from the Guest or his/her cost bearer upon arrival — bank card pre-authorization, cash deposit or payment of the pre-ordered services (accommodation, meals and other services) — for basic and extra services not paid in advance (hereinafter collectively as: “**Payment guarantee**”).

16.2. Upon arrival, the Service Provider informs the Guest on the fact and extent of the Payment Guarantee claim, who accepts the extent and conditions of the Payment Guarantee in writing.

16.3. The value of the daily amount of the Payment Guarantee may be up to the level of the daily room price specified in the Service Contract, together with the Service Provider's reserving of the unilateral right to request additional security of deposit nature in excess of the amount of the Payment Guarantee (hereinafter: Deposit) from the Guest or his/her cost bearer. The Service Provider reserves the right to terminate the Service Contract with immediate effect if the Payment Guarantee and/or the Security Deposit is refused by the Guest or the cost bearer.

16.4. The Prepayment, the Payment Guarantee and the Guarantee are all intended to serve as security for the Service Provider, in the event that the party providing the guarantee does not fulfill its obligation under the GTC or the individually defined service contract, then the Service Provider may use the Payment Guarantee or the Deposit to fulfill its claims under the GTC or the individual service contract. In view of the above, both the Payment Guarantee and the Deposit qualify as collateral according to the Civil Code.

16.5. If the Guest fails to comply with his/her obligation to pay the fee for the ordered extra services or those ordered under the services contract at the expense of the Guest or the cost bearer, the Service Provider shall be entitled to enforce this claim directly against the Guest or the cost bearer as guarantor.

16.6. If the Guest fails to comply with his/her obligation to pay the fee for the services used or ordered in the Contract but not used, the Service Provider shall have a lien on the personal property of the Guest that he/she took with him/her to the hotel to secure its claims. In all cases, it is necessary to draw up an official protocol, on which the hotel employee (head of department or duty manager), the Guest, as well as 2 witnesses certify the veracity of the events recorded in the protocol with their signatures.

16.7. The Service Provider's security service is entitled to remove from the facility any person who endangers the peace and safety of any of the Service Provider's activities, while respecting personal rights. In the event of such action by the Service Provider's security service, the Service Provider shall not be liable for damages to the Guest or its cost bearer, nor to the person concerned.



## **17. Obligation of the Service Provider**

The Service Provider shall:

- perform the accommodation, catering and other services ordered under the service contract with appropriate expertise in accordance with the applicable regulations and service standards,
- investigate the written complaint of the Guest and take the necessary steps to address the problem, as well as document the results of the investigation and the measures taken.

## **18. Service Provider's liability for damages**

18.1. The Service Provider shall be liable for any damage caused to the Guest within its facilities as a result of the fault of the Service Provider or its employees.

- The liability of the Service Provider does not cover damages which occurred due to irreparable causes outside the scope of the Service Provider's employees and guests, or were caused by the guest him/herself.
- The Service Provider is entitled to designate places in the hotel where the Guest cannot enter. The Service Provider shall not be liable for any damage or injury occurring in such places.
- The use of the spa department of the hotel shall be at the Guest's own risk, there is an increased risk of slipping in the areas close to the water, the hotel shall not be responsible for any accidents resulting from this.
- The Guest must immediately report the damage occurred to him/her to the hotel and provide the hotel with any information necessary to clarify the circumstances of the damage, possibly to record the police protocol/police procedure.

18.2. The Service Provider shall also be liable for the damage suffered as a result of the loss, destruction or damage to the property of the Guest, if Guest kept those in a place designated by the Service Provider or generally assigned to this by the Service Provider, or handed over to an employee of the Service Provider who may have been assumed to be entitled to take over his/her belongings.

18.3. For valuables, securities and cash, the Service Provider is liable only if it was expressly taken over for safekeeping or the damage occurred for a reason for which it is liable according to the general rules. In this case, the burden of proof lies with the Guest.

18.4. The Service Provider shall not be liable for valuables left in a vehicle in the Service Provider's parking lot, and the Service Provider shall investigate the occurrence of damage caused to parked vehicles and, if the damage was caused by negligence attributable to it, shall reimburse it.

18.5. We are not responsible for valuables left in other areas of the hotel.

18.6. The material liability of the Service Provider in compensation may not exceed the amount of the service price, but a maximum of 1,000,000 (one million) forint.

## **19. House Rules of SPA and wellness area**

19.1. When using the spa and sauna services associated with the hotel room reservation, the guests of the SPA and the wellness area agree to be bound by the provisions of the house rules upon entry. Guests may enter the SPA and wellness area only in hotel bathrobes or leisure clothes and slippers with rubber soles, and use their services at their own risk. Guests without a room reservation are not



allowed to use the unit. A person who intends to enter illegally may be refused to enter into the area of the unit.

19.2. The SPA reception and the spa area can be visited according to the current opening hours, in other periods the area cannot be visited. The operating time can be changed unilaterally by the hotel management in justified cases (storm, technical failure, etc.). The entire department is staffed to ensure a safe and pleasant rest.

19.3. Guests suffering from febrile, infectious or visible skin diseases, with open wounds or injuries, or especially under the influence of drugs or other intoxicating medicines, are not allowed to use the services of the sauna, spa or spa treatments. This is decided upon unilaterally by our specialist staff and the department, and keeps a protocol of it.

19.4. It is forbidden to litter in the department and smoke in the entire SPA and bath area. Meals and drinks are available exclusively in the wellness bar and on the outdoor terraces. It is not permissible to make noise or endanger your own or others' physical integrity in or in the immediate vicinity of swimming pools.

19.5. In the pools it is not allowed to jump, shout, play ball, use a rubber mat, diving goggles and bring toys in order to avoid accidents.

19.6. Use of the shower before entering the pool is mandatory in all cases.

19.7. We are not responsible for the valuables placed in the rest rooms and changing rooms in the spa area.

19.8. First aid is provided in the SPA and bath area by a qualified spa receptionist, a sauna supervisor and a lifeguard. In the event of any accident occurring to a spa guest, the SPA Manager must be informed immediately. We are unable to accept subsequent complaints from our guests referring to an unreported accident.

19.9. Spa guests are obliged to follow the rules for using the bath. In order to maintain the order of the swimming pool, the operator may, if necessary, request the assistance of an official person.

19.10. The Service Provider is entitled to compensation against the Contracting Party if it intentionally or negligently causes damage to the equipment and facilities of the spa department.

## **20. Confidentiality**

20.1. During fulfilling its obligation under the Contract, the Service Provider is obliged to act in accordance with the provisions of Act LXIII of 1992 on the Protection of Personal Data and the Disclosure of Data of Public Interest and the provisions of the relevant legislation on data protection, and if the Contracting Party has brought this to the attention of the Service Provider, the relevant internal rules of the Contracting Party.

## **21. Force Majeure**

21.1. The reason or circumstance (for example: war, fire, flood, weather effects, power shortage, water shortage, strike) over which the Service Provider and the Guest have no control (force majeure), will exempt any party from performing their obligations under the Contract for as long as such reason or circumstance exists. The parties agree that they will do their utmost to minimize the possibility of these causes and circumstances occurring and to remedy any damage or delay caused as soon as possible.

## **22. Law applicable to the legal relationship of the parties, court of procedure**





22.1. The legal relationship between the Service Provider and the Contracting Party shall be governed by the provisions of Act V of 2013 on the Civil Code. Any dispute arising out of a service contract shall be subject to the jurisdiction of the court having competence in the place of the service.

## **23. Website**

### **23.1. References and links**

The MELEA Health Concept Hotel has no influence on the design and content of any third-party owned material linked or referenced on its websites.

### **23.2. Copyright**

The layout of the websites, the diagrams, images and logos used, as well as the collection of individual contributions are protected by copyright. The copying or use of any objects in other electronic or printed publications, such as images or texts, is not permitted without the consent of the Service Provider.

### **23.3. Cookies**

When you visit our websites, a recurring cookie (a small text file) is created and saved on your computer's hard drive. The cookie allows us to recognize you when you visit our website, making it easier for you to browse the site and personalize your online experience.

### **23.4. Analytics**

We use a web analytics tool that compiles a series of data and tracks how our visitors use our website. When you visit our website, we create cookies in order to record what you are looking for on our website and to obtain non-personally identifiable information about it. This tool helps us improve your online experience and enhance the user-friendliness of our website. We never use it to collect personal information. Most browsers automatically accept these cookies, but you can delete them or reject them automatically. Because each browser is different, select "Help" in the browser toolbar to see how you can set your cookie preferences. However, you may not be able to use certain features on our website if you choose not to accept cookies.

### **23.5. SSL security**

In order to guarantee your security and to ensure an increased level of confidentiality, our website uses SSL data encryption software for online bookings. Your credit card number, and any other information you enter when filling out various questionnaires, is automatically encrypted and protected during transmission over the network. As soon as the information arrives on our server, it is decrypted using a unique private key. SSL allows your browser to connect to our website and agree on a secure communication channel in a transparent manner. SSL is the most widely used and successful secure transaction system today. To use this system, you simply need to check the compatibility of your browser. For more information on data processing, please refer to our GDPR policy.

### **23.6. Newsletter subscription**

In the case of subscribing to the newsletter, by voluntarily entering the name and e-mail address, the user consents to the sending of newsletter by UNIONE Sárvár Kft. UNIONE Sárvár Kft. ensures that the subscriber can unsubscribe from the newsletter at any time by sending a cancellation request to the e-mail address [info@melea.hu](mailto:info@melea.hu).

### **23.7. Remarketing code**



On the website, we use remarketing codes to track visits to specific pages in order to later provide targeted marketing messages to visitors to these pages. Cookies that provide remarketing codes can be disabled by website visitors by adjusting their browser settings accordingly.

**24. Cancellation policy in case of groups, events, meals**

24.1. We cannot accept headcount changes for meals within 24 hours prior to the service.

24.2. In case of cancellation after the deadline and non-cancellation, 100% of the price of the ordered service excluding drinks will be payable in as a cancellation fee. To determine this, the meal times to be taken into account are 11:00 for lunch and 16:00 for dinner, regardless of the time of the service ordered.

These GTC shall enter into force on January 8, 2024.

Budapest, 24th November, 2023.

**UNIONE - Sárvár Kft.**