

W.W.M. '98 KFT SIÓFOK



DATA PROCESSING FOR HOTEL ACTIVITIES 2018

General Hotel Terms and Conditions (GTCs)

1. General provisions

1.1. The General Hotel Terms and Conditions (hereinafter referred to as GTCs) summarise the contractual content on the basis of which W.W.M. '98 Kft. – MALA GARDEN HOTEL (H-8600 Siófok, Szent István sétány 1.) (hereinafter referred to as Service Provider) generally concludes an Accommodation Contract with its Guests.

1.2. Specific terms and conditions shall not form part of these GTCs, but the GTCs shall not preclude the conclusion of separate special agreements with travel agents or tour operators, in some instances with different terms and conditions that are appropriate for the specific business.

2. Contracting Parties

2.1. The services provided by the Service Provider shall be used by the Guest. If an order for services is placed by the Guest directly with the Service Provider, then the Guest shall be considered as Contracting Party. The Service Provider and the Guest together, if the conditions are met, shall become contracting parties (hereinafter referred to as "Parties").

2.2. If an order for services is placed with the Service Provider by a third party (hereinafter referred to as Agent) on behalf of the Guest, the terms of such cooperation shall be governed by an agreement between the Service Provider and the Agent. In this case, the Service Provider is not obliged to verify whether the Guest is lawfully represented by the third party.

3. Method and conditions of using the service

3.1. In response to the oral or written request of the Guest, the Service Provider shall send a written offer in all cases, which offer shall be based on availability at the time of the request. The room type still available for booking shall be confirmed upon response.

3.2. The Contract shall only come into effect upon the Service Provider's written confirmation of the Guest's written booking request and shall therefore be deemed to be a Contract concluded in writing.

3.3. An orally submitted booking, agreement, amendment, or the oral confirmation thereof shall not constitute a contract.

3.4. The Contract for the use of the accommodation service shall be for a specified period.

3.5. If the Guest leaves the room permanently before the end of the specified period, the Service Provider shall be entitled to the full price of the service stipulated in the Contract. The Service Provider shall be entitled to offer the room vacated before the end date for booking.

3.6. Any extension of the accommodation service at the request of the Guest shall be subject to the prior consent of the Service Provider. In this case, the Service Provider may request payment for the service already provided.

3.7. In order to use the accommodation service, Guests are required to prove their identity in accordance with legal requirements prior to occupying the room. No one shall be allowed to stay in the hotel without registering.

3.8. Any amendment and/or addition to the Contract shall require a written agreement signed by both Parties.

4. Start and end date of the accommodation service /check-in; check-out/

4.1. The Guest shall have the right to occupy the rented rooms from 14:00 on the agreed day.

4.2. The Service Provider shall have the right to withdraw from the Contract if the Guest does not arrive by 18:00 on the agreed day, unless a later arrival time has been agreed.

4.3. If the Guest has paid an advance, the room(s) shall be held until the Guest arrives. In the event of no-show, the advance paid shall be non-refundable and shall be forfeited to the Service Provider.

4.4. Guests must vacate the room by 11:00 on the day of departure.

4.5. The hotel shall offer early arrival and late departure for a fee, depending on occupancy. If you wish to use this service, please inform the reception desk on the day before your arrival.

5. Extension of the accommodation service

5.1. Any extension of the stay by the Guest shall be subject to the prior written consent of the Service Provider.

5.2. If the Guest does not vacate the room by 11:30 on the day indicated as the day of departure at the time of check-in and the Service Provider has not agreed to the extension of the stay in advance, the Service Provider shall be entitled to charge the room rate for an additional day and at the same time the Service Provider's obligation to provide services shall cease.

6. Rates

6.1. The hotel's current list prices and service charges are available at the hotel's reception desk.

6.2. The Service Provider may change its announced prices without prior notice (e.g. on account of packages or other discounts). If the Guest has booked accommodation and the Service Provider has confirmed it in writing, this accommodation price can no longer be changed by the Service Provider. The current prices of the Service Provider can be found on the hotel's website under "Price Calculation & Online Booking" after entering the exact arrival and departure dates (www.malagarden.hu).

6.3. Guests can obtain information on the price of the services at all times at the reception desk of the hotel prior to the start of the provision of the service.

6.4. When communicating the prices, the Service Provider shall indicate the statutory rate of the tax content of the prices (VAT, tourist tax) applicable at the time of the offer. The published prices are inclusive of statutory VAT but exclusive of tourist tax, which shall be payable on the spot. The Service Provider shall pass on to the Contracting Party any additional charges resulting from changes in the applicable tax law (VAT, tourist tax) subject to prior notice.

7. Special offers and discounts

7.1. Current special offers and discounts shall be announced on the hotel's website. The announced discounts shall always apply to individual bookings.

7.2. The announced discounts cannot be combined with other discounts.

7.3. In case of bookings of products subject to special conditions, group bookings or events, the Service Provider establish terms and conditions set forth in an individual contract.

8. Discounts for children

8.1. For children sharing a room with their parents, the following discounts shall be offered:

- 0–4 years 100%

8.2. Extra beds are only available in certain room types.

8.3. Extra bed requests must be agreed with the Service Provider in advance, prior to arrival. If an extra bed is requested, additional charges shall apply.

9. Cancellation policy

9.1. Unless other conditions are specified in the hotel's offer, the cancellation and modification terms and conditions are as follows:

- during low season (01.09.–31.05.), in case of cancellation within 14 days before the confirmed arrival date, the penalty shall be equal to the price of three nights or, in case of a shorter stay, the total price of the booking and the advance paid by the Guest shall be non-refundable and payable to the Service Provider.

- during high season (01.06.–31.08.), in case of cancellation within 21 days before the confirmed arrival date, the penalty shall be equal to the price of three nights or, in case of a shorter stay, the total price of the booking and the advance paid by the Guest shall be non-refundable and payable to the Service Provider.

If the Contracting Party is a business entity (including companies, social organisations, churches, municipalities, municipal institutions, public bodies, and their institutions, etc.), the penalty due in the event of cancellation shall be paid by the Contracting Party/Customer to the Service Provider even if the booking cost is otherwise paid directly by the Guest acting on behalf of the Customer.

9.2. If the Contracting Party has secured the use of the accommodation services by advance payment but does not arrive by 18:00 on the day of arrival and does not notify the Service Provider in advance, the Service Provider shall claim the full amount of the advance paid at the rate specified in the Contract as a penalty. In this case, the Service Provider's obligation to provide accommodation to the Contracting Party shall cease and the Service Provider shall be entitled to offer the room for booking.

9.3. If the Contracting Party has not secured the use of the accommodation services by advance payment, credit card guarantee, or any other means provided for in the Contract within the specified time limit, the Service Provider's obligation to provide services shall cease.

10. Cancellation policy relating to accommodation for groups or events

10.1. The Customer may cancel the service free of charge up to 14 days before arrival during low season (01.09.–31.05.) and up to 21 days before arrival during high season (01.06.–31.08.) (for the cancellation fee policy see Clause 9.1).

10.2. Cancellations must be in writing and received by the hotel by the specified date.

10.3. If the Guest does not arrive on the specified date and no cancellation has been made, the Hotel must notify the Customer on the following day and may reallocate the room for the remaining period of the booking, unless the Customer requests otherwise.

11. Cancellation policy relating to meals for groups or events

11.1. For meals, we can no longer accept changes in the number of guests within 48 hours before the service.

11.2. In case of cancellation after the deadline (within 48 hours) and in case of no cancellation, 100% of the price of the ordered service, excluding drinks, shall be charged as a cancellation fee.

12. Refusal to perform the Contract, termination of the obligation to provide services

12.1. The Service Provider is entitled to terminate the Accommodation Service Contract with immediate effect, and thus refuse to provide the services, if:

- the Guest does not use the room or facility provided as intended;
- the Guest does not vacate the room by 11:00 on the day indicated as the day of departure at the time of check-in and the Service Provider has not agreed to the extension of the stay in advance;
- the Guest breaches the security or rules of the accommodation establishment, behaves in a disrespectful or rude manner with its staff, is under the influence of alcohol or drugs, or engages in threatening, offensive or other unacceptable behaviour;
- the guest is suffering from an infectious disease;

- the Contracting Party fails to fulfil its obligation to pay an advance as specified in the Contract by the specified date;

12.2. If the Contract between the Parties is not performed for reasons of “force majeure” (Clause 24), the Contract shall be terminated.

13. Payment method and guarantee

13.1. The price of the ordered services can be paid on the spot in cash (in HUF or EUR), by credit card indicated as accepted by the Service Provider, or by bank transfer.

13.2. In the case of bank transfer, unless otherwise provided for in the agreement with the Service Provider, the Guest shall transfer the amount of the ordered services to the hotel's bank account by the deadline specified by the Service Provider or the Guest shall confirm the transfer by an irrevocable statement issued by the account-keeping financial institution confirming the transfer.

13.3. Individual hotel room bookings can be secured by providing the details of a bank card with sufficient funds or by advance payment. The Service Provider shall have the right to pre-authorise the total value of the accommodation included in the confirmation on the bank card provided prior to arrival. Failing this, the Service Provider shall have the right to cancel the confirmed accommodation service.

In case of giving bank card details, the Guest acknowledges the following personal data stored in the user account of [Company Name] [[Company address]] in the user database of [Paying Acceptance Web site] will be handed over to OTP Mobil Ltd. and is trusted as data processor. The data transferred by the data controller are the following: Name, Email address, Postcode, City, Address, Country, Phone number. The nature and purpose of the data processing activity performed by the data processor in the SimplePay Privacy Policy can be found at the following link: <http://simplepay.hu/vasarlo-aff>

Recurring credit card payment (hereinafter referred to as Recurring payment) is a function included in the acceptance of credit cards provided by SimplePay meaning that in the future it is possible to make payments with credit card details provided by the Customer during the registration transaction without giving credit card details again. One of the types of recurring payment, the so-called “ad-hoc payment” is made with the approval of the Customer during each transaction, so the Guest has to approve all transactions in the case of each future payment. The Guest will receive a notification of the successful payment through channels identical with conventional credit card payments in every case. By accepting this statement to use recurring payment, the Guest allows to make subsequent payments made from your user account in this online store (www.malagarden.hu) without providing credit card details again after the successful registration.

Please note: the processing of credit card details is in accordance with the rules of card issuers. Neither the merchant nor SimplePay has access to the credit card data. The Merchant shall assume direct liability for false or unauthorized recurring payments initiated by the Merchant, any claim enforcement against the Merchant's payment service provider (SimplePay) shall be unavailable.

The Guest has read this notification, takes notice of its content and accepts it.

In the case of online advance payment, the payment of the service can be made by the

following methods:

Online bank card payment: OTP SimplePay, K&H Bank, Barion, Borgun

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

Online payment by SZÉP card: OTP Szép Card, MBH Szép Card, K&H SZÉP Card

13.4. Other payment methods on the spot: OTP, MBH, K&H Széchenyi Recreation Cards, vouchers issued by the hotel and/or its contracted partner.

13.5. By accepting the General Terms and Conditions, the Guest acknowledges and agrees that the Service Provider shall issue an invoice for the charges payable, and any amount paid by the guests to the Service Provider on whatever basis.

When issuing the invoice for the amounts paid/payable, the Service Provider shall take into account the information provided upon online booking and, in the case of bookings made by e-mail, fax or telephone, the information provided by the person making the booking.

The information provided here (name, address, tax number if applicable) shall be stated in the "Customer" section of the invoice.

The Guest may request a change in the information provided within one day of making the booking; however, modification shall no longer be possible after that time limit.

The Service Provider shall issue the final invoice based on the information provided at the time of booking.

Although the Guest shall have the option to pay in a currency other than the currency of the booking, the invoice shall be issued in HUF.

Only one invoice per booking can be issued; bookings cannot be split for billing purposes. If you wish to have separate invoices issued for two or more guests (or companies), you will need to register/make a separate booking for each of them. However, subsequent modifications to bookings (e.g. the purchase of additional services) shall be billed separately.

If any error is found on the invoice, the Guest or the person/company named as the customer on the invoice should send an e-mail to the following address in order to rectify the problem:

balintr@malagarden.hu
W.W.M. '98 Kft.
MALA GARDEN
H-8600 Siófok
Szent István sétány 1

We strive to handle the complaint submitted and get back to you within 15 days of the notification.

14. Accommodation guarantee

14.1. If the Service Provider's hotel is unable to provide the services specified in the Contract through its own fault (e.g. overbooking, temporary operational problems, etc.), the Service Provider shall be obliged to arrange accommodation for the Guest immediately.

14.2. The Service Provider is obliged to provide/offer the services specified in the Contract in another accommodation establishment of the same or a higher category, at the price confirmed in the Contract and for the period specified therein or until the obstacle has ceased to exist. All additional costs of providing alternative accommodation shall be borne by the Service Provider.

14.3. If the Service Provider fully meets these obligations, or if the Guest has accepted the alternative accommodation offered to them, the Contracting Party may not subsequently make a claim for compensation.

15. The Guest's rights

15.1. By concluding an Accommodation Service Contract, the Guest acquires the right to the normal use of the rented rooms and the normal use of the facilities of the accommodation establishment made available to Guests in accordance with the usual practice and without special conditions, as well as the right to the normal service during the published opening hours.

15.2. The Guest may submit a complaint about the performance of the services provided by the Service Provider during the stay at the accommodation establishment. During this period, the Service Provider undertakes to handle all complaints that are verifiably submitted to it in writing (or noted by the Service Provider in minutes). Any complaints shall be handled by the Service Provider individually. The Guest may submit a complaint in writing at the following address and contact details:

W.W.M. '98 Kft.
MALA GARDEN
H-8600 Siófok
Szent István sétány 1
Phone: +36 84 510 980
E-mail: manager@malagarden.hu

16. The Guest's obligations

16.1. Payment of the agreed fee: by the deadline specified in the confirmation or at the end of the Accommodation Service Contract.

16.2. Guests shall not be permitted to bring food or drinks into the hotel.

16.3. The consent of the Service Provider must be obtained before installing any electrical appliances brought into the accommodation establishment by Guests that are not among normal travel necessities.

16.4. Guests can park their vehicles free of charge in the unguarded car park in front of the hotel (exception: between 15.05. and 15.09. parking is subject to payment, which shall be communicated to the guest in the booking confirmation).

The Service Provider shall not be liable for any damage caused to the vehicles parked in the car park and to the objects placed in them (including, but not limited to break-in and theft of any object in the vehicle; theft of the vehicle; damage caused by natural phenomena). The hotel cannot be held responsible for any valuables left in the rooms; please use the in-room safe deposit boxes.

The car park must be used in accordance with the General Traffic Rules.

16.5. Guests are allowed to use the hotel garage for a fee, subject to prior reservation and confirmation. Please inform us of your intention to do so on arrival when your hotel key card is made so that our colleague can set the authorisation on the room card. In this case, if the Guest does not specify the period during which they wish to use the hotel garage, the service shall be charged for the entire duration of their stay.

The garage must be used in accordance with the General Traffic Rules.

The Service Provider shall be liable for any damage caused to the vehicles parked in the garage and to the objects placed in them (including, but not limited to: break-in and theft of any object in the vehicle; theft of the vehicle; damage caused by natural phenomena) in accordance with the provisions of the Civil Code.

16.6. Please dispose of all rubbish in the bins located within the complex or in the rooms. Furniture may not be removed from the room or the building, nor may it be rearranged.

16.7. Guests may only use the facilities and equipment within the complex at their own risk, provided that they comply with the displayed instructions for use/operation.

16.8. In accordance with the implementation of Act XLII of 1999 on the Protection of Non-Smokers, smoking is prohibited in the enclosed areas (including guest rooms) and public areas of the hotel. The hotel has displayed signs in the areas required by law to remind you of your obligation to comply with the aforementioned law. Hotel employees shall have the right to warn guests and any other person on the hotel premises to comply with the law and to stop any unlawful behaviour.

Guests and any other person on the hotel premises are required to comply with the law and to obey any request to do so.

If the hotel operator is fined by the competent authority on the basis of the aforementioned law due to the unlawful conduct of any guest or other person staying on the hotel premises, the operator reserves the right to charge the amount of the fine to the person who displayed the unlawful conduct or to demand payment of the fine.

If the Guest is proven to have violated the obligations stipulated in the above-mentioned law, they shall be obliged to pay a fee of HUF 10,000 to the hotel operator, which the hotel operator shall be entitled to charge to the Guest's room account, and which the Guest shall be obliged to pay upon departure.

16.9. Please contact reception immediately in case of fire.

16.10. Guests who share the use of the rooms and the common facilities and furnishings of the hotel shall be jointly and severally liable for any damage caused by improper use.

16.11. In order to use fireworks brought by the Guests and pursue any other licensed activities, the Guests shall be required to obtain the written consent of the hotel and any authorisations from the competent authorities.

16.12. The Guest shall ensure that any child under the age of 14 for whom they are responsible shall stay in the Service Provider's hotel only under adult supervision, and the parent shall be fully liable for any damage caused by the child. The Guest shall be liable for all damages suffered by the Service Provider due to the fault of the Guest, the Guest's companion, or any other person under the Guest's responsibility.

16.13. The Guest must immediately report to the hotel any damage suffered by them and provide the hotel with all the information necessary for clarifying the circumstances of the incident and, if applicable, for the police report/police procedure.

16.14 The Guest expressly acknowledges that the hotel operates a closed-circuit camera system for security reasons in the common areas of the hotel (excluding changing rooms and toilets but including the car park and external areas belonging directly to the hotel), the recordings of which shall be deleted in accordance with the applicable legal requirements.

17. Pets

17.1. Pets (small dogs, cats) can be brought into the hotel for a fee as specified in the price list. Our Guests can bring guide dogs to the hotel free of charge.

18. The Service Provider's rights

18.1. If the Guest fails to settle the fees of services used by them or services subject to penalties ordered in the Contract but not used, the Service Provider, in order to secure its claims, shall have a lien on the Guest's personal belongings brought into the hotel.

18.2. The concierge staff providing permanent surveillance within the complex shall be authorised to check the entry and exit of Guests, to establish their identity and, where justified, to search vehicles upon exit.

18.3. If necessary, the concierge staff shall be authorised to manage traffic within the complex.

19. The Service Provider's obligation

19.1. Providing accommodation and other services ordered under the Contract in accordance with the applicable regulations and service standards.

19.2. Investigating the Guest's written complaint and taking the necessary steps to resolve the problem and recording these in writing.

19.3. In order to ensure the peace of Guests, no loud noise shall be allowed inside the hotel and on the balconies after 22:00, including watching television or listening to music in the rooms at a disturbingly high volume, and playing loud music in the lobby; the staff of the hotel shall be responsible for ensuring that these rules are adhered to.

20. The Guest's illness or death

20.1. If the Guest falls ill while using the accommodation service and becomes unable to act in their own interest, the Service Provider shall offer medical assistance.

20.2. In the event of the Guest's illness/death, the Service Provider shall be entitled to compensation from the relatives, heirs, or bill payers of the ill/deceased person for any medical and procedural expenses, the value of services used prior to the death, and any damage to equipment and furnishings caused in connection with the illness/death.

21. Security of data processing

21.1. It is necessary to provide a name and an e-mail address in order to subscribe to newsletters on our website. By subscribing to the Newsletter, the User consents to the processing of the data provided. The Service Provider shall process the data until the data subject requests their deletion.

21.2. The option to unsubscribe shall be provided via a direct link in each newsletter and on the website.

21.3. The User shall be responsible for the accuracy of the personal data provided.

21.4. The Service Provider shall protect the data in particular against unauthorised access, alteration, transmission, disclosure, erasure or destruction, as well as accidental destruction or damage.

21.5. The Service Provider shall ensure the security of the data together with the server operators.

21.6. The personal data provided by the User may only be accessed by the Controller's employees. The Controller shall not transfer personal data to third parties except for those indicated herein.

21.7. The Service Provider shall not disclose any personal data to third parties unless the data subject has given their prior and explicit consent.

21.8. The User acknowledges that the Service Provider is obliged to disclose personal data to the requesting authority on the basis of a statutory authorization, provided that the legal conditions for such disclosure are met. The User may not object to the provision of the data on the basis of a law or an administrative or judicial decision.

22. The Service Provider's liability for damages

22.1. The Service Provider shall be liable for any damages suffered by the Guest as a result of the loss, damage, or destruction of their items if the Guest has left them in the place designated by the Service Provider or normally assigned for this purpose or has handed them over to an employee of the Service Provider whom they could have considered to be entitled to receive them.

22.2. The Service Provider's liability does not cover damages caused by an unavoidable cause beyond the control of the Service Provider's employees and Guests or caused by the Guest themselves.

22.3. The Service Provider may designate places within the complex not accessible for Guests. The Service Provider shall not be liable for any damage or injury suffered by Guests in such places.

22.4. The Service Provider shall only be liable for valuables, securities, and cash if it has expressly accepted the item for safekeeping or if the damage is due to a cause for which the Service Provider is liable in accordance with the general rules. In this case, the burden of proof shall be borne by the Guest.

22.5. The Service Provider shall also not be liable for damages resulting from improper use.

22.6. The Service Provider shall also not be liable for damages in the event that the use of the hotel's spa area or sports facilities is restricted or not permitted during the period of maintenance ordered to comply with exceptional or sanitary regulations.

23. Confidentiality

23.1. In fulfilling its obligations under the Contract, the Service Provider shall act in accordance with the provisions of the Act on the Protection of Personal Data and the Publicity of Data of Public Interest.

24. Force majeure

24.1. Any cause or circumstance (e.g. war, fire, flood, power shortage, strike) beyond the party's reasonable control (Force Majeure) shall excuse either Party from the performance of their obligations under the Contract for as long as such cause or circumstance continues.

25. Place of performance, law applicable to the Parties' legal relationship, proceeding court

25.1. The place of performance shall be the place where the hotel providing the accommodation is located.

25.2. As regards all disputes arising out of the Accommodation Contract, in respect of the Service Provider, a court with material and territorial jurisdiction shall be designated.

25.3. The legal relationship between the Service Provider and the Guest shall be governed by the laws of Hungary.

26. Data of visitors to our website

26.1. The Service Provider shall not record the IP address or any other personal data of the User when visiting the website operated by the Service Provider. When visiting the site, visitors can search freely and anonymously. The Service Provider shall use anonymous online visits for statistical purposes only, to optimise its online presence, to increase the security of the system, and the data recorded shall not contain any personal data whatsoever.

26.2. The Service Provider shall treat all data and facts relating to the Users as confidential and shall use them exclusively for its own research and statistical purposes.

26.3. The Service Provider does not assume any responsibility for its previous pages that have already been deleted but have been archived by Internet search engines. The operator of the search engine shall be responsible for the deletion of such pages.

27. Our newsletter

27.1. The Service Provider shall send online Newsletters and electronic direct marketing messages (hereinafter referred to as Newsletter) containing news, information and offers up to several times a month to persons who subscribe to the Newsletters of the website operated by the Service Provider.

28. Privacy Notice

28.1. In the course of its activities, the Service Provider considers the protection of personal data to be a priority. It shall, in all cases, process the personal data provided to it in compliance with the legislation in force, ensure their security, take the technical and organisational measures, and establish the procedural rules necessary to comply with the applicable legislation.

In the course of its activities, the Service Provider shall use the Users' data exclusively for the purposes of contracting, invoicing and its own advertising, in accordance with the Data Protection Act.

By entering into the Accommodation Service Contract, you acknowledge that you have read, understood and accept the above terms and conditions. The GTCs may be subject to subsequent modifications.