

General Terms and Conditions

General Provisions

These General Terms and Conditions, hereinafter referred to as the “GTC”, govern the use of the accommodation facilities and related services provided by the Service Provider. Special or individual conditions do not form part of these GTC; however, this does not exclude the possibility of concluding separate agreements with travel agents, organisers or other partners, subject to conditions appropriate to the specific type of business.

Contracting Party

The services provided by the Service Provider are used by the Guest. If the Guest places an order for the services directly with the Service Provider, the Guest shall be deemed the Contracting Party. Subject to the fulfilment of the applicable conditions, the Service Provider and the Guest together become contractual parties, hereinafter referred to as the “Parties”.

If the order for the services is placed with the Service Provider by a third party acting on behalf of the Guest, hereinafter referred to as the “Intermediary”, the terms of cooperation shall be governed by the agreement concluded between the Service Provider and the Intermediary. In such case, the Service Provider is not obliged to examine whether the third party lawfully represents the Guest.

Contractual Relationship

Upon receiving an oral or written request for an offer from the Guest, the Service Provider shall send an offer. If no specific order is received within 24 hours of sending the written offer, the Service Provider’s obligation to maintain the offer shall cease.

Rooms are sold subject to available capacity, and bookings are confirmed by the Service Provider in the order in which they are received.

The Contract is concluded when the Service Provider confirms the Guest’s written booking in writing. Such confirmation shall constitute a written contract. Oral bookings, agreements, amendments or oral confirmations by the Service Provider shall not have contractual effect.

The Contract covers the subject, location, duration and price of the service. It also includes the payment, cancellation and modification terms. Any amendment or supplement to the Contract requires a written agreement signed by both Parties.

Basic Services of the Apartment

Accommodation Service

Types of accommodation:

Double-bed apartment: ground-floor or upstairs bedroom with a 160 × 200 cm double bed, bathroom with washbasin, shower and toilet, and a room with terrace or balcony, 30–42 m².

Quantity: 4.

Two-room apartment: ground-floor and upstairs apartment with double beds, 140 × 200 cm and 160 × 200 cm, bathroom with washbasin, shower and toilet, and an apartment with terrace or balcony, 42–45 m². Quantity: 1.

Basic room equipment: air-conditioning with cooling and heating function, underfloor heating, LED TV, kettle, mini fridge, mini sink, hairdryer, towels, electric towel dryer, Wi-Fi and USB socket.

All accommodation units are non-smoking.

Catering

The apartment may, in certain cases, provide a “village pantry” breakfast for its guests at the specified time. Special dietary requirements may be accommodated subject to prior arrangement.

Prices

The room rates of the apartment, the Rack Rate, are published on the apartment’s website. Price lists for other services are also available on the website.

The apartment may freely change its advertised prices without prior notice, except where it has undertaken an obligation for a specific period.

Prices include the statutory rate of value added tax, VAT, applicable at the time of the offer. The guesthouse may, with prior notice, pass on to the Contracting Party any additional costs arising from changes in the applicable VAT legislation.

Tourist tax is payable in addition to the accommodation fee.

Current discounts, promotions and other offers are published at www.kardamomapartman.hu. Advertised discounts always apply to individual room bookings. Advertised discounts cannot be combined with any other discount.

For bookings of products subject to special conditions, group bookings or events, the Service Provider shall determine the applicable terms in a separate individual contract.

Certain offers may not be bookable during peak periods. The guesthouse determines such peak periods and reserves the right to amend them. Information on these periods is provided at www.kardamomapartman.hu.

Payment Terms

The Service Provider is entitled to receive payment for the services provided to the Contracting Party within 24 hours of the booking.

Accepted payment methods: bank card, bank transfer in Hungarian forints or in any other currency accepted and published by the Service Provider. In such case, conversion and invoicing shall be based on the foreign exchange rate of the Hungarian National Bank valid on the Guest’s arrival date; bank card or credit card accepted by the Service Provider; online payment; Széchenyi Recreation Card; vouchers issued by contracted partners; bank transfer.

Payment by bank transfer for the full or partial value of the accommodation service can only be accepted if the relevant amount is credited to the guesthouse's bank account by the deadline specified in the Contract, or if the Guest proves the transfer to the Service Provider with an irrevocable statement issued by the Guest's account-holding financial institution confirming that the transfer has been made.

In the case of special offers, payment terms may vary and shall be included in the written confirmation.

Individual room bookings may be guaranteed by providing bank card or credit card details or by paying an advance. If payment is not received, the room booking will be automatically cancelled.

Any costs related to the use of any payment method shall be borne by the Contracting Party or charged to their SZÉP card or bank card.

For travel agencies, tour operators, OTAs and cooperating partners, the individual payment terms are set out in the contract concluded with the Service Provider.

Gift Voucher

A gift voucher may only be used within the validity period and value indicated on it, subject to available capacity. The full value of the voucher must be paid in advance. After the redemption period, the voucher shall lose its validity.

Modification of Booking

A finalised and confirmed booking may be moved to another date, or the room type or number of guests may be modified, subject to the currently valid prices and available capacity, under the following conditions:

In the event of modification, the paid accommodation fee may be used within the given calendar year, but no later than within 60 days.

The modification fee, calculated from the confirmed arrival date, is 100% of the full accommodation fee.

In the event of force majeure, the room booking may also be modified within the 21-day period.

For individual and promotional offers, the modification terms stated in the offer shall apply.

Cancellation Terms

Cancellation of an order must be made in writing.

Unless otherwise specified in the apartment's offer, the cancellation terms are as follows:

Cancellation up to the 14th day before the confirmed arrival date: free of charge. The transferred advance payment may be carried over to another date, or, at the request of the Contracting Party, the Service Provider may issue a transferable gift voucher for the same amount.

In the event of cancellation within 14 days before the confirmed arrival date, 50% of the full accommodation fee, but at least the price of one night's accommodation, shall be charged as a penalty.

In the event of force majeure, the room booking may also be modified within the 21-day period.

If the Contracting Party fails to secure the use of the accommodation services by advance payment, bank card or credit card guarantee, or by any other method specified in the Contract within one calendar day of receiving the confirmation sent by the Service Provider, the Service Provider's obligation to provide the service shall cease at 10:00 local time on the first day following the sending of the confirmation.

If there is one day or less between booking and arrival, and the Contracting Party fails to secure the use of the accommodation services by advance payment, bank card or credit card guarantee, or by any other method specified in the Contract within 24 hours of the confirmation of the room booking, the Service Provider's obligation to provide the service shall cease after the expiry of 24 hours from confirmation.

If the Contracting Party has secured the use of the accommodation services by advance payment, bank card or credit card guarantee, or by any other method specified in the Contract, but does not arrive by 16:00 local time on the day of arrival, does not submit a written cancellation and does not indicate in advance that they will arrive later, the Service Provider shall retain the full amount of the paid advance as a penalty in the amount specified in the Contract.

If the Contracting Party is a business organisation, including companies, associations, churches, municipalities, municipal institutions, state organisations and their institutions, etc., the penalty due in the event of cancellation shall be payable to the Service Provider by the Contracting Party or Customer even if the accommodation fee is otherwise paid directly by the Guest acting on behalf of the Customer.

For bookings of products subject to special conditions, group travel or events, the Service Provider may determine different terms in a separate individual Contract.

For individual and promotional offers, the cancellation terms shall be governed by the conditions stated in the offer.

No monetary refund is available for booked services, including accommodation, meals, etc., that are not used or are modified during the Guest's stay at the apartment.

After the accommodation has been taken over, the full confirmed accommodation fee shall be payable even in the event of a shorter stay or a reduction in the number of guests.

The conditions for withdrawal by the Contracting Party shall be governed by the applicable Government Decree 45/2014 (II.26).

Method and Conditions of Using the Service

Before arrival and before occupying the room, the Guest is obliged to verify their identity in accordance with legal requirements. No person may stay at the guesthouse without registration.

Presentation of an identity document, such as an identity card or driving licence and address card, or in the case of foreign nationals a passport, is considered an essential contractual condition by the guesthouse.

For stateless persons and persons who are not citizens of the European Union, the presentation and handover of a stateless person's document or passport is mandatory by law.

The Service Provider is entitled to make copies of the presented documents in compliance with data protection rules. If the Guest cannot be identified, the guesthouse may refuse to provide the accommodation service.

Pursuant to the applicable laws, from 1 September 2021 our apartment is obliged to record, through a document scanner, the personal data specified by law of every guest using the accommodation service in the accommodation management software, and then transmit such data to a storage system, the Closed Guest Information Database, VIZA.

The data to be recorded are: surname and first name; surname and first name at birth; place of birth; date of birth; gender of the guest; nationality; mother's surname and first name at birth, if contained in the identification document; identification data of the identity document or travel document; in the case of third-country nationals, the visa or residence permit number, and the date and place of entry.

For the recording of the data, prior to arrival every person using the accommodation service, from the age of 0, is obliged to present online to the accommodation provider their identity card, driving licence or travel document suitable for identification.

In the absence of presentation of the document, the apartment is obliged to refuse the accommodation service.

On the basis of legal authorisation, as an accommodation provider the apartment is entitled and obliged to request the identity document of every guest, and the guest is obliged to present it.

The Guest may occupy the apartments from 15:00 on the day of arrival, check-in, and must leave them by 10:00 in the morning on the last day of stay, check-out.

Guests are received at a pre-arranged time. Appointments can be arranged by telephone on +36 70 625 21 21.

Subject to occupancy, early check-in before 15:00 or late check-out after 10:00 may be possible for an additional fee specified in the current price list. Information on the amount of such fee is provided at the time of booking.

The prior consent of the Service Provider is required for the use of the service.

If the Guest wishes to occupy the room before 09:00 on the day of arrival, the price of the previous night shall be charged.

If the Guest permanently leaves the room before the expiry of the agreed period, or if the number of guests decreases compared to the number stated upon arrival, the Service Provider is entitled to the full value of the service specified in the Contract.

The Service Provider is entitled to resell a room vacated before the expiry date.

Extension of the accommodation service initiated by the Guest requires the prior consent of the Service Provider. In such case, the Service Provider may require payment of the fee for services already provided.

If the Guest does not vacate the room by 11:00 on the day indicated as the departure date at check-in, and the Service Provider has not previously agreed to extend the stay, the Service Provider is entitled to invoice the room rate for one additional day, and at the same time the Service Provider's obligation to provide the service shall cease.

The guesthouse does not accept guests suffering from infectious diseases.

By completing and signing the registration form, the Guest accepts and undertakes to comply with the General Terms and Conditions, Privacy Notice and house rules of Kardamom Studio Apartment.

Information necessary during the stay can be found in the room folders placed in the apartments.

The apartment shall not be liable for injuries attributable to the Guest's fault. Costs arising from intentional damage may be charged by the apartment to the Guest.

The entire area of the apartment is non-smoking.

Pets

All Guests must pay a surcharge for pets. The amount is stated in our current package offers and daily rates. If this price is not indicated separately, the surcharge is HUF 7,000 per pet per night.

The house rules and additional information concerning pets are available in the house rules [HERE](#). Reading them is strongly recommended.

Refusal to Perform the Contract and Termination of Service Obligation

The Service Provider is entitled to terminate the accommodation service Contract with immediate effect and refuse to provide the services if:

the Guest uses the apartment or the facility made available to them improperly;

the Guest endangers the safety of the apartment, disturbs its order, behaves in an objectionable or rude manner towards its employees, is under the influence of alcohol or drugs, or displays threatening, offensive or otherwise unacceptable behaviour;

the Guest suffers from an infectious disease;

the Contracting Party fails to fulfil the advance payment obligation specified in the Contract by the specified deadline;

the Guest does not vacate the room by 11:00 on the day indicated as the departure date at check-in, and the Service Provider has not previously agreed to extend the stay.

If the Contract between the Parties cannot be performed due to force majeure, the Contract shall terminate.

Accommodation Guarantee

If the Service Provider is unable to provide the services specified in the Contract due to its own fault, such as overbooking or temporary operational problems, it shall immediately arrange accommodation for the Guest.

The Service Provider is obliged to provide or offer the services specified in the Contract, at the confirmed price and for the period specified therein, or until the impediment ceases, at another accommodation of the same or higher category.

All additional costs of providing substitute accommodation shall be borne by the Service Provider.

If the Service Provider fully complies with these obligations, and the Guest accepts the substitute accommodation offered, the Contracting Party may not subsequently claim damages.

Illness or Death of the Guest

If, during the period of using the accommodation service, the Guest becomes ill and is unable to act in their own interest, the Service Provider shall offer medical assistance.

The Guest may use the offered medical assistance at their own responsibility and risk. The doctor is not an employee of the Service Provider, and the Service Provider assumes no liability for the diagnosis made, the therapy applied or its consequences.

In the event of an infectious disease of the Guest, the Service Provider is entitled to terminate the service contract with immediate effect without refund or compensation. In such case, the Guest is obliged to leave the apartment with their luggage at their own expense within the period specified in the termination notice.

In the event of an infectious disease, the Service Provider is obliged to proceed in accordance with Decree 18/1998 (VI.3.) of the Ministry of Welfare. Under the decree, if such suspicion arises, the Service Provider shall call a doctor, who shall determine whether the Guest is infectious. Until the doctor arrives, the Guest may only stay in the area designated by the Service Provider.

In the event of the Guest's illness or death, the Service Provider shall be entitled to compensation of costs from the relative, heir or invoice payer of the sick or deceased person, including possible medical and procedural costs, the value of services used before death, and any damage caused to equipment or furnishings in connection with the illness or death.

Rights of the Contracting Party

Under the Contract, the Guest is entitled to use the ordered room at the specified time and to use the facilities of the guesthouse that belong to the usual scope of services and are not subject to special conditions, in accordance with their intended purpose.

The Guest may submit a complaint regarding the performance of the services provided by the Service Provider during their stay at the apartment.

The Service Provider undertakes to handle complaints submitted to it in writing during this period, or recorded by it in minutes. The Service Provider handles any complaints individually.

The Guest's right to complain ceases after departure from the apartment.

Complaints may be submitted in writing at the following address and contact details:

SZIGI-YACHT Kft.

8263 Badacsonytördemic, Szent István utca 22.

Tel.: +36 70 625 21 21

E-mail: info@kardamomapartman.hu

Obligations of the Contracting Party

The Contracting Party is obliged to pay the consideration for the services ordered in the Contract by the deadline and in the manner specified in the Contract.

The Guest is obliged to ensure that any child under the age of 18 under their responsibility stays within the entire area of the guesthouse only under the continuous supervision of a parent or another legally competent person authorised by the parent.

The accompanying persons of the child are responsible for the safety of the child and for any damage caused by the child.

Persons under the age of 18 may not consume alcohol on the premises of the guesthouse or at its events. The parent or authorised legally competent person is obliged to ensure compliance with this obligation. The parent or authorised legally competent person shall bear full legal, moral and financial responsibility for the consequences of any breach of this obligation.

Traffic in the car park must comply with the Hungarian Highway Code. The permitted speed of vehicles is 10 km/h.

Guests are not allowed to take food or drinks out of the apartment's catering units. The Service Provider reserves the right to charge 50% of the breakfast price per person per occasion if the Guest takes food or drink out of the breakfast room for later consumption.

Waste may be disposed of in the waste containers placed within the complex and in the rooms. If the Guest accumulates a larger quantity of rubbish or waste in the room, the Service Provider shall charge an additional fee for cleaning and removal.

Before operating electrical appliances brought into the apartment by Guests that do not belong to usual travel necessities, the consent of the Service Provider must be obtained.

Guests may use the devices and equipment located within the complex exclusively at their own responsibility, and must comply with the posted instructions for use and operation.

The Service Provider is entitled to invoice the Contracting Party for any damage arising from improper use.

Guests jointly using the apartments and their shared equipment and furnishings shall be jointly and severally liable for damage caused by improper use.

The Guest bears financial responsibility for any damage caused. Damage caused by the Guest in the apartment or in the external areas belonging to the apartment shall be paid by the damaging Guest.

Furniture may not be removed from or relocated out of the room or building.

The furnishings and equipment of the apartment may not be taken out of the apartment area. Taking any furnishing or equipment item by the Guest constitutes a criminal offence and will result in a police report.

It is prohibited to bring into the apartment:

fireworks, firecrackers, their parts or components;
flammable and/or explosive substances;
narcotics and other psychotropic substances;
waste or items harmful to the environment or health;
corrosive or flammable chemicals and substances;
particularly expensive valuables or museum objects.

In certain special cases, the Service Provider may authorise the bringing in of the listed items in writing.

Fireworks brought by the Guest and any other activity requiring authorisation require the written consent of the apartment and the obtaining of official permits by the Guest.

The Service Provider assumes no liability for damage to items brought in without its permission, and is entitled to have such items removed at the expense of the Contracting Party.

Furthermore, the Contracting Party shall bear full legal and financial responsibility for any damage caused to another guest or to the Service Provider by items brought in by the Guest without permission.

Pursuant to Act XLII of 1999 on the protection of non-smokers, the apartment is a non-smoking facility. Accordingly, smoking is prohibited in the enclosed premises of the apartment, including guest rooms, in communal areas and throughout the entire open area belonging to the apartment, including terraces, balconies and the car park.

Smoking is only permitted in areas designated by the apartment.

The apartment has placed the legally required warning signs concerning compliance with the referenced legislation in the prescribed areas.

The employees of the apartment are entitled to warn guests and any other persons staying on the premises of the apartment to comply with the law and to cease unlawful conduct.

Guests and any other persons staying on the premises of the apartment are obliged to comply with the law and any such instruction.

If, due to unlawful conduct by a guest or any other person on the premises of the apartment, the operator of the apartment is fined by the competent authority under the referenced legislation, the Service Provider reserves the right to pass on the amount of the fine to the person committing the unlawful conduct and to demand payment from them.

In case of fire, please notify our colleague immediately on +36 70 625 21 21.

The Guest must immediately report any damage suffered by them at the apartment and provide all necessary information to the apartment that is required to clarify the circumstances of the damage or, if necessary, to prepare a police report or conduct police proceedings.

The Guest expressly acknowledges that, for property protection purposes, the apartment operates a closed-circuit camera system in its common areas, excluding changing rooms and toilets, but including the car park and external areas directly belonging to the apartment. Recordings are stored and deleted in accordance with the applicable legal requirements.

The terrace and communal areas may be used without restriction until 22:00. After that time, special attention must be paid to ensuring the undisturbed rest of guests.

In the areas inside the apartment and on the terraces, in the interest of the peace of our guests, it is prohibited to make noise after 22:00, including watching television or listening to music at a disturbing volume inside the rooms, or playing loud music in communal areas.

Compliance with this is supervised by the apartment staff.

These time limits may be modified in the case of events organised by the Service Provider.

The Service Provider is entitled to warn disorderly and/or noisy guests. After the second warning, the Service Provider is entitled to terminate the service contract unilaterally with immediate effect and to expel the Guest from the apartment immediately, without any obligation to refund or pay compensation.

Liability of the Contracting Party for Damages

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, their companion or any other person under their responsibility.

The Guest is liable to pay the Service Provider for any damage caused by them, for example extra cleaning from a net price of HUF 30,000.

This liability shall also apply if the injured party is entitled to claim restoration of the damage directly from the Service Provider.

Rights of the Service Provider

If the Guest fails to fulfil their payment obligation for services used, or for penalty-bearing services ordered in the Contract but not used, the Service Provider shall have a lien over the personal belongings brought by the Guest into the guesthouse as security for its claims.

In the event of departure without payment, the Service Provider shall enforce its claim against the Contracting Party by legal means in addition to filing a police report, and shall charge the related costs to the Contracting Party.

The Service Provider shall charge any subsequently arising and unpaid fees to the Contracting Party's bank card.

Obligations of the Service Provider

The Service Provider is obliged to:

provide the accommodation and other services ordered under the Contract in accordance with the applicable regulations and service standards;

investigate the Guest's written complaint and take the necessary steps to handle the problem, which it is obliged to record in writing.

Liability of the Service Provider for Damages

The Service Provider assumes liability for any damage suffered by the Guest within its facilities that is caused by the fault of the Service Provider or its employees.

The Service Provider's liability does not extend to damage caused by unavoidable reasons beyond the control of the Service Provider's employees and guests, or caused by the Guest themselves.

The Service Provider is also not liable for damage resulting from improper use.

The Service Provider may designate areas of the apartment where the Guest may not enter. The Service Provider assumes no liability for any damage or injury occurring in such areas.

The Service Provider is only liable for valuables, securities and cash if it has expressly accepted the item for safekeeping, or if the damage occurred for a reason for which it is liable under the general rules. In such case, the burden of proof lies with the Guest.

The Service Provider assumes no liability for personal belongings left in communal areas or rooms, including items placed in the room safe.

Found items are registered by the Service Provider. Food, food-like products and medicines are destroyed by the Service Provider. Storable items are kept by the Service Provider for 2 months.

If the rightful owner of a found item appears, they may collect the item upon presentation and signing of an identity document and reimbursement of the costs incurred for storage.

Items that cannot be stored by the guesthouse due to their size, weight or other characteristics are handed over by the Service Provider to the authorities without delay.

Guests' vehicles may park free of charge in the Service Provider's uncovered and unguarded car park.

The Service Provider assumes no liability for any damage to vehicles in its car park or to items placed in them, including but not limited to vehicle break-ins, theft of any item from the vehicle, theft of the vehicle or damage caused by natural phenomena.

The Service Provider shall not be liable for damages if the use of the guesthouse's wellness section, sports or other facilities or equipment is restricted or not permitted due to extraordinary maintenance or maintenance ordered in order to comply with health regulations.

Consumer Protection

Professional supervisory rights over the Service Provider's service activities are exercised by the notary of the municipality of Badacsonytomaj and the Veszprém County Consumer Protection Inspectorate.

Data Protection

The Service Provider summarises its data processing principles in a separate Privacy Policy, which it makes continuously available at www.kardamomapartman.hu and the content of which it acknowledges as binding upon itself.

The Privacy Policy also contains information on individual data processing activities.

Force Majeure

Any cause or circumstance beyond the control of a Party, such as war, fire, flood, adverse weather conditions, power outage or strike, shall release either Party from fulfilling their obligations under the Contract for as long as such cause or circumstance exists.

The Parties agree to do everything within their power to minimise the possibility of such causes and circumstances occurring, and to remedy any damage or delay caused by them as soon as possible.

Applicable Law and Competent Court

The legal relationship between the Service Provider and the Contracting Party shall be governed by the provisions of the Hungarian Civil Code.

Any legal dispute arising from the service contract shall fall within the jurisdiction of the court competent according to the place of service.

By concluding the accommodation service contract, the Contracting Party accepts that they have read and understood the above terms and rules and agrees to be bound by them.

These GTC may be amended in the future.

Valid until revoked.