

## **Terms and condition of sales in Hotel Regnum Residence.**

Hotel Regnum Kft is a Hungarian company situated on Ganz Utca 8, 1027 Budapest. The company's main task is running Hotel Regnum Residence, situated on the same address.

### 1. Preamble

- Hotel Regnum Residence operates the website [www.regnumresidence.hu](http://www.regnumresidence.hu) (hereafter referred as the "website")
- The customer confirms having received from Hotel Regnum Residence all necessary information on the website.
- All reservations made via the website or via mail with our sales department imply consultation and fully and unreserved acceptance of these terms and conditions of sale for the rate reserved.
- Customers agree to these terms and conditions at the time of reservation, no reservation is possible without this agreement
- Customers have the option of saving these terms and conditions by using standard functions on their browser or computer
- The main features of the accommodation offered (hotel facilities) may be viewed at the website (including prices, payment methods etc..)
- Before ordering services, customers state that the reservation of these services is for their own personal use.
- All information available on the website is given in several other languages, the terms and condition are given in English and Hungarian
- Customers confirm that they have full legal capacity to commit to these terms and conditions.

### 2. Definitions, the terms used in this document are defined as follows:

- "Acknowledgement of receipt": Email sent by the website or our sales department to the customer summarizing the customer's reservation and confirming its receipt by the website or our sales department
- "Confirmation of booking": Virtual document summarizing the services reserved by the customer on the website, and possibly stating the customer's bankcard number in the context of a prepayment or guarantee. Acceptance of the reservation confirmation by the customer constitutes a contractual commitment.
- "Customer": Individual acting for personal or professional reasons but without relation to hotel activity
- "Email": any message in text, voice, sound or image format sent by a public communication network and stored on a network server in the recipient's workstation equipment until it is retrieved by said recipient
- "Reservation request": Request for a hotel room reservation submitted by the customer via website, our sales department or the internet (mediators, partners like tour operators, car rental etc... )
- "Online reservations": Reservations of hotel rooms through the virtual registration form or our sales department
- "Services": Reservation of hotel rooms whose main features are given on the website
- "Website": Electronic service operated by Hotel Regnum Kft. on the internet

3. Subject:
  - These terms and conditions define the rights and obligations of the parties within the scope of the remote reservations through Hotel Regnum Kft. his website or reservations through our sales department (through mails)
  - They cover all stages required for reservation and post-reservation between the contracting parties (including hotel stay)
  - Customers acknowledge having read and accepted these terms and conditions of sale and conditions of sale of the rate reserved, available on the website. These terms and conditions also include the customer Personal Data Protection Charter. By accepting these terms and condition customer expressly accept the provisions of this charter
4. Scope of application
  - These terms and conditions of sale apply to all reservations made on the internet, our website or through our sales department
5. Duration
  - These terms and conditions of sale apply for the entire duration that Hotel Regnum Kft. services are available on the website and the internet
  - Hotel Regnum Kft reserves the right to temporarily or permanently shut down access to its website, internet or online booking space without prior notice
6. Reservations
  - Customers select the services displayed on the website or asked for through our sales department
  - Customers confirm that they are aware of the nature, purpose and reservation methods of the services available on the website and have requested, obtained the necessary and/or supplementary information needed to make the reservation in full knowledge of the facts
  - Customers are solely responsible for their choice of services and the suitability of those services for their needs. Hotel Regnum Kft. cannot be held responsible in this respect.
  - The reservation is deemed to have been accepted by the customer at the end of the reservation process
7. Reservation process
  - Reservations by customers are made using the virtual reservation form available online on the website, or by sending a mail to the sales department.
  - A reservation is deemed to have been made on receipt by Hotel Regnum Kft. of the reservation form or the approval made by mail through our Sales Department
  - Prior to any reservation, customers must complete the information required on the reservation form or requested through mail
  - Customers attest to the truth and accuracy of the information submitted
  - The reservation process includes following main steps:
    - Step 1: finding a hotel and selecting the type of room and rate
    - Step 2: Selecting (where possible) one or more supplementary services

- Step 3: Checking the reservation details, total price, terms and conditions of the sale, changes to the selection (Room type, rate, date of nights...)
- Step 4: Completing the customer's details
- Step 5: Entering the credit card details in case of guarantee or prepayment
- Step 6: Consulting and accepting the terms and conditions of sale and conditions of sale for the rate reserved before confirming the reservation
- Step 7: Reservation confirmation by the customer.
- Reservation through Sales Department, with mail: some steps can be together handled, but the main steps will be followed

#### 8. Reservation acknowledgement of receipt

- The website acknowledgement of receipt of the customer's reservation by email immediately
- For online reservations, through the sales department, the emailed acknowledgement of receipt of the reservation summarizes the contract offer, services reserved, prices, conditions of sales accepted by the customer relating to the rate selected, date of reservation, information relating to the after-sales service and the address of the hotel

#### 9. Customer Service

- For complaints relating to hotel reservations, customer's service is available, by contacting us by Phone, mail or Letter.
- All contact possibilities are shown on our website

#### 10. Cancellation or modification by the customer

- The conditions of sale for the rate reserved specify the terms for cancelling and/or changing the reservation
- Reservations with prepayment cannot be changed and/or cancelled in any way, and sums paid in advance as a deposit cannot be refunded. This is indicated in the conditions of sale of the rate. (Non-refundable)
- When permitted by the conditions of sale for the rate reserved, cancellation or changing the reservation can be made through sending a mail to our Sales Department, this only for reservations made through our website or through direct contact with our Sales department.
- If the stay is terminated early, the full agreed price will be paid. In the case of reservation with prepayment, no refund will be made for this reason
- Late check out and early check in is only upon availability!
- Unless expressly stated otherwise, customers must vacate their room before 11am on the final day of the reservation. Failing this, a late check out price of 10 EUR will be charged per hour until 4 pm, checking out later than 4 pm, an additional night will be charged.

## 11. Hotel Stay

- At arrival in the hotel, customers will be asked to fill in a registration card, including for instance, name, address, identity card (or international passport), credit card etc...
- If your room is not been prepaid, the hotel will ask to block the amount on your credit card at check in. This blocking is not a payment (yet), so you still can choose at check out how to pay for your stay.
- At check out additional costs has to be paid, for instance tourism taxes, other services which were bought, restaurant and/or bar, etc..
- Customers agree and undertake to use their room responsibly. Therefore, any conduct contrary to accepted standards of behaviour and public order will result in the hotelier asking the customer(s) to leave the hotel with no compensation and/or refund if a payment has already been made. If no payment has been made, the customer(s) will have to pay the price of nights already stayed before leaving the hotel.
- The hotel offers a WIFI access (chargeable or not). This Wifi allows customers to the internet. Customers undertake to ensure that computing resources made available to them by the hotel are not used in any way for reproduction, representation, provision or communication to the public of works or objects protected by copyrights or a related right, such as texts, images, photographs, music works, audio visual works, software or video games without the authorization of the copyright holder provided , when this is required. Customers who do not comply with the above obligations risk being found guilty of infringement of copyright, and will be punished by Hungarian court for it (going from a fine to imprisonment). Customers are also required to comply with the security policy of the hotel's internet service provider, and with the rules for the use of security resources whose purpose is to prevent the illicit use of computing resources, and to refrain from any act that might undermine the effectiveness of these resources. Further more the customers can not use the hotel's internet for sites, mails who are not allowed by the Hungarian regulations and laws.
- Customers are fully responsible for their belongings during their stay in the hotel. Therefor the hotel offers a safe in each room (for free) to be used for keeping at all times valuable things. If a valuable thing can not be stored in the safe in the room, the customer still has the possibility to store this belonging in the hotel safe at the reception. The hotel can not be held responsible if some valuable thing is missing because it has not been stored in the safe.
- Customers are also fully responsible for keeping the room in a good shape. If the customer(s) is responsible for some damage in the room. He will be charged for it at check out or later if the damages are found after check out.

## 12. Responsibilities

- Photographs displayed on the website are not contractual. Although every effort is made to ensure that photographs, graphic images and text used to illustrate the hotel provide as accurate an impression as possible of the accommodation offered, variation may occur, in particular as a result of changes to furniture or possible renovations
- Hotel Regnum Kft. cannot be held responsible for the non-fulfilment or inadequate fulfilment of the reservation in cases of force majeure, actions of

third parties and actions of customers, in particular the non-availability of the internet network, inability of accessing the website, external intrusion, computer viruses or non-authorized prepayment by the card holder's bank

- Hyperlinks may link to sites other than the website [www.regnumresidence.hu](http://www.regnumresidence.hu), Hotel Regnum Kft. accepts no responsibility for the content of these websites or the services offered on them
- Any reservation or payment that is irregular, ineffective, incomplete or fraudulent for any reason attributable to the customer will result in the cancellation of the order at the customer's expense, without prejudice to any civil or criminal action brought against the customer

### 13. Complaints

- Complaints relating to the failure to execute or poor execution of hotel services must, under penalty of foreclosure, be made to Hotel Regnum Kft in registered writing within 7 days of the date of departure from the hotel, either directly to the hotel or to the sales department, address can be found on our website

### 14. Prices

- Prices relating to the reservation of services are indicated before and during reservation
- Prices shown are per room for the number of person(s) and date selected
- Prices are shown in two possible currencies (EUR and HUF), currencies which are used in this hotel
- If payment to the hotel is made in an other currency than the currency who was used in the confirmation of the reservation, the customer is liable for the exchange fees
- Unless stated otherwise on the website, additional services are not included in the price.
- Tourist tax is not included in the price and must be paid directly to the hotel, for all customers
- Prices are inclusive of VAT applicable on the day of reservation and any change to the applicable VAT rate will be automatically reflected in the prices shown on the date of billing
- If a rate states that payment is to be made on arrival at or departure from the hotel, and the customer's currency is not the same as that of the hotel, the rate debited by the hotel may differ from that indicated when the reservation was made, on account of a possible difference between the exchange rate on the date of reservation and the dates of the hotel stay
- Rates may be increased by different taxes according to cities/countries. Customers undertake to pay the various taxes, without complaint to Hotel Regnum Kft
- Certain promotional offers available on the internet are sold exclusively on the internet, that is, remotely and in on circumstances at the front desk of the hotel

### 15. Payment

- Customers provide their bank details as a guarantee of the reservation except where special conditions or rates apply, using a credit card or charge card (Visa, Master card, American Express) according to the hotel, indicating directly in the area provided for this purpose (secure entry by SSL encryption) the card

number, its expiration date and the card security code as prepayment via the online check-in system

- Payment is debited at the hotel during the stay, except in the case of special conditions or rates when payment is made at the time of reservation (online prepayment on certain rates). This prepayment serves as a deposit. In the case of a rate not prepaid online, the hotel may ask the customer on arrival for a deposit or an authorization to debit the credit card in advance, in order to guarantee payment of the amounts corresponding to the services provided by the hotel
- If Guests are not able or not willing to give a valid credit card as guarantee, Hotel has the right to cancel the reservation. If Guests are arriving to the Hotel after a cancelled reservation, Hotel has the right to charge the actual daily rate, not obliged to give the rate Guests booked first.
- In case of a no-show (reservation not cancelled – customer fails to arrive) when a reservation has been guaranteed by credit card, the hotel will debit a compensatory flat rate, equivalent to the amount of the first night, from the customer's credit card that was given to guarantee the reservation. Any additional nights reserved will be cancelled without charge unless indicated otherwise in the conditions of sale for the rate reserved (for instance prepayment rates)
- Hotel regnum Kft has chosen Six Payments Services (payment service provider) to secure online payments by credit card. The validity of the customer's payment card is verified by SixPayment. Payments cards may be refused for several reasons: stolen, blocked card, credit limit reached, entry error... In the event of a problem, customer will need to contact their bank and the hotel in order to confirm the reservation and payment method.
- At the time of prepayment, the amount debited for the reservation includes the price of accommodation, taxes related to it (excl Tourism Taxes), services booked on reservation
- In the case of a rate subject to prepayment online (non refundable rate), the amount paid in advance, namely the deposit, is debited at the time of reservation

## 16. Agreement

- If the reservation has been done through our website (online), customer(s) confirm by booking the reservation automatically their agreement on these terms and conditions
- If the reservation has been done through our Sales Department, customer(s) confirm their booking / reservation by giving their Bank details (bank card number, expiration date and card security code), on this confirmation they also confirm to agree on these terms and conditions
- All correspondence and the IP address of the customer will be kept by Hotel Regnum Kft to prove the confirmation of the reservation
- No general or specific condition communicated by the customer can be incorporated into these terms and conditions
- The documents constituting the contractual obligations between the parties are, in descending order of priority, the reservation form or request (including the confirmation, covering the specific conditions of the rate reserved) and these terms and conditions

- In the event of a discrepancy between the reservation form (including confirmation letter) and the terms and conditions , only the provisions in the reservation form (including confirmation letter) will apply for the obligation in question

#### 17. Relocation

- In the event that the room or hotel is not available, or in cases of force majeure, the hotel reserves the possibility of accommodating the customer totally or partially in a hotel of equivalent category (or better) for the same type of services. Any additional cost of the room, one transport between the two hotels are the responsibility of the chosen hotel

#### 18. Force Majeure

- Hotel Regnum Kft cannot be held responsible to the customer if it fails to carry out its obligations as a result of force majeure. Cases of force majeure or acts of God are those events usually recognized as such by the jurisprudence of Hungarian Courts

#### 19. Applicable law

- These terms and conditions of sale are governed by the Hungarian law without obstructing the mandatory protective provisions that may be applicable in the consumer's country of residence

#### 20. Development / modification of the terms and conditions of online sales

- These terms and conditions of online sales may be modified and/or supplemented at any time by Hotel Regnum Kft. In this case, the new version of the terms and conditions will be put online on the website [www.regnumresidence.hu](http://www.regnumresidence.hu) and will automatically apply for all customers with immediate effect
- Customers should also consult the supplementary terms and conditions of sale related to each rate, room type or service type shown on the price list