

General Terms and Conditions

1. Provider Information

Provider: Kúria Private Limited Company
Short name: Kúria Zrt.
Company Registration Number: 18 10 100734
Tax ID: 10426656-2-18
EU Tax ID: HU10426656
Address: 9737 Bük, Nagy Pál u. 7.
Email: info@bukfalva.hu
Phone: +36 20 511 8263
Website: <https://bukfalva.eu/>

2. General Rules

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

2.2 Special, individual terms are not part of the published General Terms and Conditions, yet they do not preclude additional agreements with travel agents, organizers, or other third parties with relevant business conditions. In case of any conflict, the individual agreement terms take precedence, though other provisions of these General Terms and Conditions remain applicable.

2.3 If any provision of these General Terms and Conditions cannot be applied to a specific legal relationship because the guest qualifies as a consumer, that provision should be considered non-existent in the legal relationship between the parties, but other provisions continue to apply.

2.4 According to Government Decree No. 45/2014 (II. 26.) Section 29(1)(I), the guest, as a consumer, does not have the right of withdrawal as stipulated in Section 20, as the Provider's accommodation agreement includes a set performance date or period.

3. Contracting Party

3.1 The Guest is the party utilizing the services provided by the Provider.

3.2 If the Guest directly places an order with the Provider, the Guest is deemed the Contracting Party. In such cases, upon meeting the conditions, the Provider and the Guest collectively form the contractual parties (hereinafter referred to as "the Parties").

3.3 If the Guest's order is placed on their behalf by a third party (hereinafter "the Agent"), the terms of cooperation are governed by the contract between the Provider and the Agent. The Provider is not obligated to verify whether the third party is legally authorized to represent the Guest.

4. Contract Formation, Reservation, and Amendments

4.1 Upon receiving a verbal or written request for an offer from the Guest, the Provider sends a proposal. If no specific order is received within 72 hours of sending the proposal, the Provider's obligation to hold the offer lapses. If the Guest arrives on the day of the request, this period is shortened to 3 hours.

4.2 The Contract is established when the Guest's written or verbal reservation is confirmed by the Provider in writing. This written confirmation establishes a binding contract. The contract is created on a durable medium according to Government Decree 141/2011 (VII. 21.) Section 2(1)(11), Government Decree 45/2014 (II. 26.) Section 4(9), and Government Decree 472/2017 (XII. 28.) Section 2(5), and is provided to the Guest in this form. If the contract is concluded in person, the Guest, as a consumer, is entitled to a printed copy according to Government Decree 472/2017 (XII. 28.) Section 3(2).

Verbal reservations, agreements, modifications, or verbal confirmations from the Provider do not constitute a binding contract.

4.3 The accommodation service contract applies for a specified period only.

4.3.1 If the Guest vacates the room permanently before the end of the specified period, the Provider is entitled to the agreed compensation rate, which for Hungarian accommodations is 100%. The Provider may re-rent the vacated room.

4.3.2 Any extension of the accommodation period requires the Provider's prior consent. The Provider may require payment of fees for services already rendered as a condition for extension.

4.4 Amendments or additions to the Contract require a mutually approved written agreement, which includes agreements made through email exchange.

4.5 The minimum contract period for the Guest is determined by the confirmed service completion time in the individual order confirmation.

4.6 The Provider includes the name and contact information of its local representative in the confirmation provided to the Guest.

5. Cancellation Policy

5.1 Unless specified otherwise in the Provider's offer, the following terms apply for penalty-free cancellation of accommodation services:

For non-refundable bookings, no refund is provided; the cancellation fee is 100%.

For bookings requiring a 50% deposit, cancellation without penalty is permitted up to 10 days before the arrival date.

For cancellations made within 10 days prior to arrival, the cancellation fee is 100% of the accommodation fee.

6. Pricing and Payment

6.1 Current apartment rates are displayed on the accommodation's website. Prices are dynamic and may vary based on occupancy.

6.2 The Provider reserves the right to adjust prices without prior notice; however, this does not affect prices for confirmed reservations.

6.3 When communicating prices, the Provider specifies whether the listed price includes applicable Hungarian taxes (VAT, tourism tax). If the Guest qualifies as a consumer, the Provider informs them of the total price, inclusive of all taxes, and any additional costs (e.g., shipping, delivery fees), or, if such costs cannot be reasonably calculated in advance, indicates that further costs may apply.

6.4 Current discounts, promotions, and other offers are posted on the website www.bukfalva.eu.

6.5 Discounts for children are provided on the relevant offer page, with specific rates applicable to children.

For reservations of special promotional products, event bookings, or group bookings of more than five rooms, different terms may apply, which are set forth in a separate contract and may include additional charges.

7. Payment Method, Guarantees

7.1 The Provider expects payment for services rendered at the latest upon departure, before vacating the apartment. In certain cases, an agreement for post-departure payment may be arranged.

7.2 To ensure the fulfillment of services and payment, the Provider may:

- (a) request a credit card guarantee, which allows the Provider to hold the value of the confirmed services on the credit card, or
- (b) require a deposit, either partially or in full, towards the service fee.

7.3 Payment can be made in the following currencies:

In Hungary: In accordance with Hungarian tax regulations, invoices are issued in Hungarian Forints (HUF). The price of services may be converted to Euros based on the daily exchange rate set by the Provider on the day of the Guest's arrival.

Cash payments can be made in HUF.

7.4 Any fees associated with a chosen payment method are borne by the Contracting Party.

7.5 Invoices are issued electronically and sent to the email address provided by the Guest on the registration form.

8. Terms of Use for Services

8.1 The Guest may check into their room at the designated time on the arrival day (Check-in) and must vacate the room by the specified time on the departure day (Check-out).

8.2 Should the Guest wish to check in before 6 a.m. on the day of arrival, an additional fee will apply.

9. Pets Policy

9.1 Pets are permitted at specific accommodations designated by the Provider, where they may be kept in the Guest's room under supervision. Common areas may be used to access the rooms, but other areas (e.g., kitchens) are not accessible to pets. Certain apartments do not allow pets at all.

9.2 The Guest is fully responsible for any damage caused by their pet.

9.3 Certified service dogs are allowed.

9.4 Additional fees may apply for pets in some apartments.

9.5 If a pet displays aggressive or threatening behavior, or if the Guest fails to adequately control the pet, the Provider reserves the right to require the immediate removal of the pet from the premises. Failure to comply may result in the Provider terminating the contract immediately, with the right to retain any remaining unpaid balance as a cancellation fee and to seek additional damages.

10. Rejection of Contract Fulfillment

10.1 The Provider reserves the right to terminate the accommodation contract at any time with immediate effect, cancel the reservation, and/or refuse services if:

- (a) the Guest exhibits abusive, inappropriate, offensive, or hostile behavior towards the Provider, its employees, guests, or other third parties affiliated with the Provider;
- (b) the Guest misuses the room or facility;
- (c) the Guest fails to comply with safety protocols or house rules, behaves in a problematic or abusive manner, or displays behavior under the influence of alcohol or drugs that violates social norms;
- (d) the Guest has a contagious illness or fails to follow health measures imposed by law or the Provider during an epidemic;
- (e) the Contracting Party does not fulfill their advance payment obligations by the specified deadline.

10.2 In cases of force majeure that prevent the fulfillment of the Contract, and upon notification from either party, the Contract will be considered terminated.

11. Guest Illness or Death

11.1 In the event of an exceptional incident, such as a Guest's illness or death, the Provider will assess the situation individually.

12. Guest Rights

12.1 Under the Contract, the Guest has the right to use the reserved room and the facilities of the accommodation that fall within the scope of regular services, except for those subject to special conditions.

12.2 The Guest may submit complaints regarding the services provided by the Provider during their stay. The Provider is obligated to address any complaints submitted in writing during the Guest's stay, or complaints recorded in a logbook kept by the Provider.

12.3 The Provider accepts complaints from Guests who are consumers through entries in the complaints book or via postal mail. The Provider does not accept complaints submitted by phone or email. The Provider manages personal data in connection with complaints in accordance with relevant legislation, especially Hungary's Act LV of 1997 on consumer protection, to fulfill its legal obligations.

13. Guest Obligations

13.1 The Contracting Party is obligated to pay for the ordered services by the agreed deadline and in the agreed manner.

13.2 The Guest must ensure that any minors under their supervision (below the age of 18) are accompanied by an adult during their stay at the Provider's apartment.

13.3 Guests may bring their own food and beverages into the apartment units.

14. Liability for Damages

14.1 The Contracting Party and the Guest are jointly responsible for any damages and losses incurred by the Provider or third parties due to the actions of the Contracting Party, the Guest, their companions, or others under their supervision. This liability applies even if the affected party can seek compensation directly from the Provider.

14.2 The Guest must compensate the Provider for damages to accommodation property or assets caused by the Guest, covering the actual restoration costs, including materials, labor, and other

expenses, such as wages and benefits paid to Provider's employees for time spent on repairs. The Guest is not entitled to offset any value increase that may result from the restoration.

14.3 If the Guest causes an extraordinary level of dirtiness beyond normal use, the Contracting Party and the Guest must pay an extra cleaning fee, as stated on the Provider's website. The Provider reserves the right to demand compensation for damages exceeding the cleaning fee.

15. Provider's Rights

15.1 If the Guest fails to pay for services used or ordered but unused, which are subject to a cancellation fee, the Provider is entitled to retain the Guest's belongings brought to the accommodation as a lien to secure its claims.

16. Provider's Obligations

16.1 The Provider is obligated to:

- (a) deliver the accommodation and other services ordered under the contract in accordance with applicable regulations and service standards.
- (b) investigate any written complaints submitted by the Guest and take necessary steps to resolve the issue, documenting actions in writing.

17. Provider's Liability for Damages

17.1 The Provider assumes liability for any damages incurred by the Guest within its facilities due to the actions or negligence of the Provider or its employees.

17.1.1 The Provider's liability does not extend to damages arising from unavoidable causes outside the control of the Provider's employees and guests, or damages caused by the Guest's own actions. Liability is also excluded if the damage results from the Guest's failure to observe the house rules or other warnings (e.g., signs indicating slippery floors after cleaning) or from misuse of the accommodation or belongings.

17.1.2 The Provider may designate areas within the apartment where Guests are prohibited from entering. The Provider bears no responsibility for injuries or damages incurred in these restricted areas.

17.1.3 The Guest must report any damages immediately and provide all necessary information to the Provider to document the circumstances, which may include providing information for police reports or investigations.

17.2 In cases where services become impossible to provide, the Provider's liability is limited to reimbursing the amounts paid by the Guest.

17.3 For non-consumer Guests, the Provider's liability for damages (except in cases of harm to life, body, or health) is limited to the amount paid by the Guest.

17.4 Hungarian law governs all other liability terms.

18. Confidentiality

18.1 The Provider handles personal data in accordance with its Privacy Policy and applicable legal requirements.

19. Force Majeure

19.1 If unforeseen events or circumstances beyond the control of either party (e.g., war, fire, flood, adverse weather, power outages, pandemics, strikes) make the fulfillment of the Contract impossible, the obligations of the affected party are suspended for as long as the force majeure event continues.

19.2 The parties agree to take all reasonable steps to minimize the impact of these events and to remedy delays or damages as quickly as possible. Nonetheless, either party may terminate the Contract with a written statement, including email, if performance becomes impossible due to force majeure, and both parties must settle accounts accordingly.

20. Applicable Law and Dispute Resolution

20.1 The legal relationship between the Provider and the Contracting Party is governed by Hungarian law, excluding any conflict-of-law rules. Any legal disputes arising from the service contract fall under the exclusive jurisdiction of the competent court at the service location.

20.2 In the event of a consumer dispute, the consumer may contact the competent conciliation body based on their place of residence. The list of conciliation bodies and their contact information is available at <https://bekeltetes.hu/udvozlo>.

For cases involving the Provider's headquarters, the relevant conciliation body is:
Győr-Moson-Sopron County Chamber of Commerce and Industry Conciliation Body
Address: 9021 Győr, Szent István út 10/A
Phone: +36 96 520 217
Email: bekelteto.testulet@gymsmkik.hu
Website: <https://bekeltetesgyor.hu/hu/>