



RUSZTIKA  
country home

# GENERAL TERMS AND CONDITIONS

IN FORCE FROM 01.06.2022.

## CONTACT:

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## 1. GENERAL PROVISIONS

This document contains the General Terms and Conditions (hereinafter "GTC") for the Rusztika Country Home private accommodation.

The General Terms and Conditions (GTC) set out the general terms and conditions of the legal relationship and related services between the Service Provider and the Guest entering into a contractual relationship with the Service Provider. With regard to issues not regulated herein, the currently applicable Hungarian legislation and official regulations applicable to the Service Provider's activities, as well as the provisions of the Civil Code, shall apply without any special stipulation.

The Service Provider reserves the right to amend the General Terms and Conditions in whole or in part at any time. The GTC shall remain in force for as long as the Service Provider provides the service. The GTC shall remain in force indefinitely from 1 June 2022.

## 2. CONCEPTS

- ◆ Service provider: private person Kiss Katalin (address: 8284 Kisapáti, Kisapáti hegy 898., tax number: HU54392276)
- ◆ Guest: a natural or legal person who uses the services of the accommodation and purchases the services in writing via the website, by telephone or via the Service Provider's e-mail address hello@wineandviewcountryhome.com, who acknowledges and accepts the GTC and accepts them as binding for him/herself, hereinafter referred to as Guest (Buyer/Customer).
- ◆ Price quotation: the written quotation of the Service Provider in response to the Customer's verbal or written request for a quotation
- ◆ Reservation: agreement on the date of use of the service, the price and other fixed conditions. It is concluded when the Guest has made a written reservation on the basis of the quotation and the Service Provider has confirmed the reservation (i.e. the Guest can still book the Guesthouse for the given period of time when the Guest confirms the quotation).
- ◆ Payment and cancellation conditions: The conditions for payment of the price of the service, the method and timing of booking and payment, the cancellation of the booking and the non-refundable amount in the event of cancellation.

## 3. INTERMEDIARIES

3.1. If the order for services is forwarded to the Service Provider by a third party (hereinafter referred to as "Intermediary") on behalf of the Guest, the terms of cooperation shall be governed by the agreement between the Guest and the Intermediary and between the Service Provider and the Intermediary. In the case of the involvement of an Intermediary, the Service Provider shall not be obliged to verify whether the Intermediary legally represents the Guest.

3.2. The Service Provider currently has contractual relationships with the following Intermediaries:

### 3.2.1. Booking.com

- Intermediary name: Booking.com B.V.
- Intermediary address: Herengracht 597, 1017 CE Amsterdam, The Netherlands
- The Intermediary's general terms and conditions (towards the Guests) are available at the link below:  
[https://www.booking.com/content/terms.en-gb.html?aid=376391&label=bookings-nameWRz%2A3h9y0AtcaHtHKG3UwAS267778149340%3Apl%3Ata%3Ap1%3Ap22.503.000%3Aac%3Aap1t1%3Aneg%3Afi%3Atikwd65526620%3Alp9063089%3Ali%3Adec%3Adm&sid=9126ad25675ecada8006d91c5b2606c5&tmpl=docs%2Fterms-and-conditions&lang=en-gb&soz=1&lang\\_click=other&cdl=hu&lang\\_changed=1](https://www.booking.com/content/terms.en-gb.html?aid=376391&label=bookings-nameWRz%2A3h9y0AtcaHtHKG3UwAS267778149340%3Apl%3Ata%3Ap1%3Ap22.503.000%3Aac%3Aap1t1%3Aneg%3Afi%3Atikwd65526620%3Alp9063089%3Ali%3Adec%3Adm&sid=9126ad25675ecada8006d91c5b2606c5&tmpl=docs%2Fterms-and-conditions&lang=en-gb&soz=1&lang_click=other&cdl=hu&lang_changed=1)

### 3.2.2. Airbnb

- Intermediary name: Airbnb Payments Luxembourg SA
- Intermediary address: 4 rue Henri Schnadt, L-2350 Luxembourg
- The Intermediary's general terms and conditions (towards the Guests) are available at the link below:  
<https://www.airbnb.hu/help/article/2908>

### 3.2.3. Szallas.hu

- Intermediary name: Szallas.hu Zrt.
- Intermediary address: 3525 Miskolc, Régiposta utca 9., Hungary
- The Intermediary's general terms and conditions are available at the link below:  
<https://szallas.hu/aszf>

In the event of any discrepancy or inconsistency between the Intermediaries' general terms and conditions and these GTC, the Intermediaries' general terms and conditions shall prevail.

## 4. SUBJECT OF CONTRACT

The Service Provider and the Guest (hereinafter collectively referred to as the Parties) shall enter into an accommodation contract for the provision of private accommodation (VAS: 55201) (hereinafter referred to as the Service).

### 4.1. CONTRACT STRUCTURE

The contractual relationship is based on this GTC document. The following information is recorded in correspondence which forms an integral part of the contract:

- ◆ Date of use of the Service
- ◆ Service fee
- ◆ The exact scope of the service (number of persons, name of the Guesthouse)
- ◆ Other agreements

The Data Management Policy in force at the time of acceptance forms an integral part of the contract

[https://wineandviewcountryhomes.com/wp-content/uploads/tajekoztatok/GDPR\\_Rusztika.pdf](https://wineandviewcountryhomes.com/wp-content/uploads/tajekoztatok/GDPR_Rusztika.pdf)

As well as the Guest Information

[https://wineandviewcountryhomes.com/wp-content/uploads/tajekoztatok/Guest\\_information\\_Rusztika.pdf](https://wineandviewcountryhomes.com/wp-content/uploads/tajekoztatok/Guest_information_Rusztika.pdf)

## 5. ACCEPTANCE OF CONTRACTUAL TERMS AND CONDITIONS

The acceptance of the GTC by the Guest is a prerequisite for the purchase or use of the service. Acceptance of the Terms and Conditions shall be deemed to be acceptance if the Guest uses the service provided by the Service Provider. By accepting the GTC, the Guest accepts the related Privacy Policy

[https://wineandviewcountryhomes.com/wp-content/uploads/tajekoztatok/GDPR\\_Rusztika.pdf](https://wineandviewcountryhomes.com/wp-content/uploads/tajekoztatok/GDPR_Rusztika.pdf)

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[https://wineandviewcountryhomes.com/wp-content/uploads/tajekoztatok/Guest\\_information\\_Rusztika.pdf](https://wineandviewcountryhomes.com/wp-content/uploads/tajekoztatok/Guest_information_Rusztika.pdf)

## 6. LOCATION OF THE SERVICE

Rusztika Country Home (hereinafter referred to as Guesthouse)

8318 Lesencetomaj, Szőlőhegy 1066 hrsz, Hungary

GPS: 46.85664691208765, 17.34870624132922

## 7. DURATION OF THE SERVICE

The Contract for the use of the accommodation service is for a fixed period of time corresponding to the booking. The duration of the service is from the moment of occupation of the Guesthouse, from the moment of receipt of the keys until the moment of departure, until the moment of return of the keys.

7.1. If the Guest or any of the Guests permanently leaves the Accommodation Unit for any reason before the expiry of the fixed period, the Service Provider shall be entitled to the full amount of the original service stipulated in the Contract. The Service Provider shall be entitled to resell the Accommodation vacated before the original check-out date.

7.2. Any extension of the accommodation service initiated by the Guest requires the prior written consent of the Service Provider. In this case, the Service Provider will check in advance the occupancy data of the accommodation, the price and other conditions (e.g. minimum booking period) applicable during the booking period and, based on the Guest's initiative, will make a new written offer for the extended period. The offer will be accepted by the Guest without delay, subject to availability. Following acceptance of the offer, the Supplier shall ensure that the booking period is amended on its own website and on the websites of the Intermediaries.

## **8. REQUEST FOR QUOTE, PRICES AND BOOKING**

8.1. The Service Provider shall send a quotation to the Guest's request for a quotation sent orally or in writing. The quotation may be amended in writing by mutual agreement. In the absence of a response to the quotation, the quotation shall expire after a 2 day grace period.

8.2. The reservation is concluded upon written confirmation by the Service Provider of the Guest's written confirmation of the Guest's intention to make a reservation in response to the quotation (i.e. after the indication of acceptance of the quotation, the Service Provider must still confirm the reservation, which is necessary because at the time of the confirmation it is possible that a previously confirmed reservation has already been received for the given date) and thus constitutes a Contract concluded in writing and automatic acceptance of the GTC and, in particular, of the Payment and Cancellation Conditions forming part of the GTC.

8.3. Oral reservations, agreements, modifications or oral confirmation of the same by the Service Provider shall not be deemed to be contractual.

8.4. The contents of the Contract shall include the subject matter, location, duration, price of the Service, as set out in the related email correspondence, and the applicable GTC, in particular the Payment and Cancellation Conditions.

8.5. The prices include tourist tax (IFA).

8.6. If the agreed accommodation fee is not paid by the due date specified in the GTC, the Service Provider is entitled to cancel the reservation immediately, notifying the Guest, and to release the accommodation capacity.

8.7. List prices and booking conditions of the Accommodation can be found on the website:

<https://wineandviewcountryhomes.com/en/guesthouses/rusztika-house/>

<https://wineandviewcountryhomes.com/en/booking/>

For bookings made through the Intermediary, the current list prices in EUR are published on the Intermediaries' websites.

8.8. The Service Provider is a taxable person opting for exemption from VAT under Chapter XIII of Act CXXVII of 2007 on General Sales Tax (VAT Act), and therefore is not entitled to deduct input tax in its capacity as exempt from VAT during the period of exemption from VAT, and may only issue invoices that do not include tax passed on or the percentage specified in Section 83 of the VAT Act.

8.9. The Service Provider's proforma invoices, advance invoices, final invoices and invoices - irrespective of the nationality of the Guests but depending on the booking method (direct or through an intermediary) - are issued in Hungarian Forint (HUF) or in Euro (EUR) in the name of the Guest ordering the accommodation service.

8.10. In view of the fact that the Service Provider manages its activities as an accommodation provider, registers guest data and related financial administration remotely and is not personally present at the accommodation facility, the Service Provider shall issue an electronic invoice pursuant to Section 175 of the VAT Act to the Guest as the Customer receiving the invoice. By accepting these GTC, the Guest (Customer) expressly agrees to the use of electronic invoicing.

8.11. The Service Provider may change or modify the advertised prices without prior notice (for example: package prices or other, even for individual discounts or special requests), without obligation to give reasons, only for the future. If the Guest has booked accommodation and this has been confirmed in writing by the Service Provider, the Service Provider may no longer change this accommodation price.

8.12. The Guest can always be informed of the price of the services before the start of the service on the website of the Accommodation, by e-mail ([hello@wineandviewcountryhomes.com](mailto:hello@wineandviewcountryhomes.com)) or by telephone +36 30 6644 755.

## **9. SPECIAL OFFERS, DISCOUNTS, GIFT VOUCHERS**

9.1. Current offers and discounts will be announced on the website and social media pages of the accommodation.

9.2. In the case of booking products subject to special conditions, the Service Provider may establish conditions set out in an individual contract.

9.3. The Service Provider is entitled to issue gift vouchers.

9.4. A gift voucher is a digital document with a unique identification code produced by the issuer. On the gift voucher, the Service Provider shall indicate the redemption conditions and the period of validity.

9.5. Gift vouchers can only be purchased by prepayment of the issue value/gift package and by transfer to the issuer's bank account. The gift voucher will be sent by email by the Service Provider after the payment has been received.

9.6. The voucher can be redeemed within 12 months. It is not valid for special periods, only upon payment of a surcharge.

9.7. The gift voucher is freely transferable to anyone.

9.8. Gift vouchers are not redeemable by the issuer.

9.9. More information about vouchers can be found on the website:

<https://wineandviewcountryhomes.com/en/gift-voucher/>

## **10. MODIFICATION OF RESERVATION**

Any amendment or addition to the Contract shall be made by mutual written agreement of the parties. Once a booking has been finalised and confirmed, it may be rescheduled to another date subject to availability.

## **11. CANCELLATION OF RESERVATION**

11.1. The following penalty bands apply depending on the time remaining until the start of the service:

a. Cancellation of a reservation already confirmed and reconfirmed by the guest is possible up to 30 calendar days before the scheduled arrival date without penalty (0%).

b. Cancellation of a reservation already confirmed and reconfirmed by the guest between the 29th and 15th calendar day before the scheduled arrival date will be subject to a 50% penalty fee of the total service charge.

c. Cancellation by a guest of a reservation that has already been finalised and confirmed will incur a penalty of 100% of the full service charge if cancelled within 14 days of the scheduled arrival date.

11.2. In the event of cancellation due to reasons beyond the control of the parties, so-called Vis Major (government restrictions, war, fire, flood, weather conditions, power shortage), the accommodation fee for the unused nights will be refunded to the Guest.

11.3. In the case of reservations made through the Intermediaries, the cancellation and amendment conditions shall be governed by the conditions set out therein.

11.4. If the Guest fails to arrive on the arrival date corresponding to the reservation and does not send a written cancellation or amendment request to the Service Provider, the Service Provider may claim (keep) the full amount of the accommodation fee as a penalty. In this case, the Service Provider will reserve the accommodation for the Guest until 11:00 a.m. on the day following the arrival date corresponding to the reservation. If the Guest fails to arrive by that time, the Service Provider's obligation to provide the service shall cease and the Service Provider may provide the accommodation service to another Guest (Customer) for the period of time specified in the reservation.

## **12. TERMS OF SERVICE**

12.1. The Guesthouse has 1 double bed with a capacity for 2 persons.

More information, facilities and pictures of the Guesthouse can be found on the website:

<https://wineandviewcountryhomes.com/en/guesthouses/rusztika-house/>

12.2. The Service Provider is not present in the Guesthouse. Guests use the Guesthouse and its services as other/private accommodation, for holiday and recreation purposes, at their own risk. The Guesthouse is located in Lesencetomaj, Szőlőhegy 1066 hrsz. The Guesthouse has 1 bedroom, dining room, dining table, equipped kitchen, bathroom, covered terrace, unfenced garden, outdoor barbecue, outdoor dining table, garden furniture, parking place with gravel. Rusztika is supplied with water from its own drilled well.

a. The equipment and facilities in the house or in the area are at the disposal of the Guests during their stay.

b. The Guest is entitled to the proper and careful use of the garden barbecue in the accommodation, provided he/she is competent. Fires may be built only in the designated fireplace and in calm weather. The Guest is responsible for putting out the embers after cooking and lighting the fire.

c. If the Guest leaves the building or leaves it unattended during his/her stay in the Accommodation, even for a short period of time, he/she shall lock all the doors and windows of the property with a key. The Service Provider shall not be liable for any damage caused by leaving the property unattended, or by leaving unattended any equipment or furnishings on the premises.

d. Please dispose of rubbish in the rubbish bins placed on the premises, preferably collected separately.

e. Furniture and furnishings may not be removed or moved from the indoor premises.

f. The accommodation and its surroundings are highly fire hazardous. In view of this, it is strictly forbidden to carry out any activity in the Accommodation that may cause a fire. The Guest must exercise particular care in all activities involving the use of sparks, open flames, glowing objects, including in particular the lighting of fires in the yard, smoking and the disposal of combustion by-products. The Guest shall be liable to pay compensation for any damage resulting from any breach of this provision.

g. In case of fire, the Service Provider must be notified immediately. The Service Provider shall place information and data on the procedure to be followed in the event of fire and on the persons to be notified. Guests shall leave the Accommodation as soon as possible in case of fire or other alarm.

h. Outdoor furniture must be used locally for its intended purpose.



12.3. The Service Provider will do its utmost to ensure the safety of the Guest, however, the Service Provider shall not be liable for any personal property in the house or in the free parking area, or for any personal injury or damage to the house or its surroundings resulting from improper use of the house and its surroundings. The Guest shall be liable for any damage caused by the Guest to the house, its furnishings and surroundings. The costs of damage caused by vandalism shall be borne by the Guest. The Guest is liable for any damage caused by him/her to the Service Provider or to a third party (damage caused by the Guest or his/her companion or by persons under the supervision of any of these persons). The Guest is also liable for damages if he/she is entitled to claim compensation for the damage directly from the Service Provider. The amount of compensation shall depend on the nature of the damage, which shall be determined by the Service Provider or its representative. The Service Provider shall notify the Guest of the damage within 2 days of departure at the latest. The Service Provider shall take a photograph of the damage and send it to the person who caused the damage. The party who caused the damage and the Contracting Party (Guest) are jointly and severally liable to pay the Service Provider for the damage caused.

12.4. In accordance with the above, the Service Provider shall not be liable:

- a. For electrical equipment brought in by the Guest. The Guest is responsible for any damage caused by them.
- b. For any damage caused by the Guest himself/herself.
- c. For damage caused by circumstances beyond the control of the Guest (Vis Major).
- d. For personal belongings, valuables, cash left in the accommodation or its external area.
- e. For valuables left in the free parking area of the Service Provider.

12.5. The Service Provider will check the integrity of the house before receiving all Guests, however, if the Guest finds any defects or anomalies when occupying the accommodation, they shall report them immediately to the person who handed over the accommodation (see Contact), and Service Provider will take immediate action to rectify the situation. The Guest will be liable to pay compensation for any damage or damage not reported at the time of occupation of the accommodation, which is believed to have been caused by the Guest.

12.6. In the event of a problem, the Service Provider is available on the contact details (email, telephone) provided on the website and in these GTC to assist Guests during their stay, but cannot accept complaints after departure.

- a. If the Guest finds any defects or anomalies when booking the accommodation, they shall report them to the Service Provider immediately.
- b. In the event of any problems occurring during the stay, the Service Provider shall, on the basis of the Guest's report, start to investigate and remedy the problem with the care and timing expected of it.
- c. The Guest shall have the right to complain to the Service Provider during his/her stay, which the Service Provider shall investigate in all cases.

12.7. The guest can arrive to the accommodation from 15:00 until 19:00 on the day of arrival. Keys can be collected in person by prior arrangement.

12.8. Pursuant to the amendment of Act CLVI of 2016, effective from 01.09.2021, the accommodation provider is obliged to register all guests' identification documents with a card reader application in the My Guest system upon arrival. Accordingly, all Guests (including children from 0 years of age!) must have a valid identification document (ID card, driving licence, passport) before they can book accommodation. We must refuse accommodation to Guests who do not have a document suitable for personal identification. If the accommodation is not occupied (no one stays), it will be considered as a cancellation and 100% of the total accommodation fee will be charged as a penalty).

12.9. The Guest is required to provide proof of identity in accordance with the legislation in force before booking the accommodation. We must record the details of all Guests.

The scope of the data processed is the same as the scope of the data transmitted to the Municipality and NTAK (National Tourist Information Service Center) and the scope of the data required for invoicing:

- a. Name
- b. Sex
- c. Date of birth
- d. Place of birth
- e. Nationality
- f. Type and number of identity document
- g. Address: postal code, country, city, exact address
- h. Telephone number
- i. E-mail address
- j. Billing address
- k. Number of arriving guests
- l. Date of arrival
- m. Date of departure
- n. Number of nights

12.10. Check-out is possible on the last day of the stay by prior arrangement, but no later than 11:00 am.

12.11. Upon departure, the Guest is obliged to lock all the doors and doors with locking mechanisms of the Accommodation with a key.

12.12. In the event of loss or destruction of the key, the Service Provider shall be entitled to charge a compensation fee of HUF 20,000 for the need to change and copy the key, which the Guest shall pay immediately upon request by the Service Provider. The key may be used by the Guest to access the Accommodation until the time of departure.

12.13. For reasons of hygiene and in view of the increasing number of allergic persons, pets are NOT allowed in the accommodation. The Guest is responsible for any injury or damage caused by pets brought in without permission and is liable for compensation.

12.14. Smoking is prohibited in the house. Smoking is allowed on the terrace and at the barbecue (using the ashtrays of the house).

12.15. Quiet hours: 22:00-7:00, in the interest of neighbours and other residents and holidaymakers in the area.

12.16. No parties (including house parties with unannounced guests), hen or stag parties, family or friend gatherings may be held in the Guesthouse.

12.17. The use of pyrotechnic devices is strictly forbidden in the House and its entire external area.

12.18. No guest of the Guest may stay in the house without the prior notification and approval of the Service Provider and may not spend the night there.

12.19. The Guest is obliged to pay for the services by the time and in the manner stipulated in the Contract.

12.20. The Guesthouse has a capacity of 2 persons and is designed for adult guests. The Guesthouse is not adapted to be children friendly. If, by way of exception, the Guest arrives with a child, the Guest must ensure that children under the age of 14 under his/her supervision are always under the supervision of an adult.

12.21. The Guest is obliged to compensate the Service Provider for any damage caused by him/her or by persons under his/her supervision.

12.22. The Service Provider shall be liable for any damage suffered by the Guest which is caused by the fault of the Service Provider within the Guesthouse. The extent of the Service Provider's liability for damages shall not exceed three times the amount of the daily reservation fee under the contract.



12.23. The Service Provider shall be entitled to retain all or part of the accommodation costs received for the accommodation service ordered and finalised by the Guest, but cancelled by the Guest prior to the scheduled arrival, as a penalty, in accordance with the provisions of the Payment and Cancellation Conditions section of these GTC.

12.24. The Service Provider shall have the right to refuse or terminate the accommodation service with immediate effect in the event of the provisions of Chapter 13 (Refusal to use the accommodation, termination of the contract).

### **13. REFUSAL TO USE ACCOMMODATION, TERMINATION OF CONTRACT**

The Service Provider is entitled to terminate the contract and refuse to provide the service if the Guest

- ◆ fails to fulfil his/her payment obligations,
- ◆ does not use the accommodation as intended, e.g.
  - ❖ a noisy event with a large number of guests
  - ❖ a stag/hen party
  - ❖ having a family/friends get-together
  - ❖ seriously breaches the quiet period restrictions,
- ◆ suffering from an infectious disease,
- ◆ under the influence of drugs,
- ◆ engages in unacceptable, immoral, violent, incompatible behaviour in and around the home.

For reasons beyond the control of the parties, so-called Vis Major (government restrictions, war, fire, flood, weather conditions, power shortage), over which neither party has control, the accommodation fee for the unused nights will be refunded to the Guest.

### **14. CONFIDENTIALITY**

In performing its obligations under the Contract, the Service Provider shall act in accordance with the provisions of the applicable legislation on the protection of personal data and the disclosure of data of public interest and the relevant legislation on data protection.

### **15. PAYMENT TERMS**

15.1. Payment is due for confirmed bookings as defined in clause 8.2 of this document.

15.2. The Service Provider shall indicate the total amount of the ordered services, calculated for the whole stay, on the written confirmation/advance payment request sent by the Service Provider to the Guest. The full amount of the accommodation fee is to be paid in one lump sum after confirmation:

- By bank transfer to the current account of the Service Provider (Kiss Katalin) at K&H Bank:
- Bank account number/IBAN: HU38 10400724-68564949-57511000
- SWIFT: OKHBUHUB
- Beneficiary: Kiss Katalin
- Note: please write the name of the person making the reservation and the start and end date of the stay in the box

15.3. For bookings of more than 5 nights, the Guest and the Service Provider may agree on an individual payment schedule, paying in several instalments. 100% of the booking fee must be paid into the Service Provider's bank account by 30 days prior to arrival.

15.4. The Service Provider shall issue an advance invoice (e-invoice) after the payment, which shall be sent to the Guest electronically. After the departure, the final invoice (e-invoice) is prepared and sent electronically by the Service Provider to the Guest.

15.5. If the full amount of the accommodation fee has not been transferred or paid within 5 days of the confirmed order, the Service Provider will cancel the reservation after a reminder and the accommodation will be released for rebooking.

## **16. OTHER PROVISIONS**

16.1. The accommodation service Contract is concluded in accordance with these GTC. The Service Provider shall make this document available to the Guest prior to the reservation by prominently displaying it on the website. In the case of reservations made by any other means, the GTC must be made available to the Guest during the consultation between the Parties.

16.2. The Service Provider reserves the right to modify the GTC, in which case the modification shall be indicated by the Service Provider on the website of the Accommodation.

## **17. CONTACT**

We are at the disposal of our Guests using any of the following contact details.

E-mail: [hello@wineandviewcountryhomes.com](mailto:hello@wineandviewcountryhomes.com)

Telephone: +36 30 6644 755

NTAK (National Tourist Information Service Center) registration number: MA21004751