

Terms & Conditions

1. Service Provider

La Fortezza Kft.

H-1056 Budapest, Váci utca 57. I/9, Hungary

TAX NUMBER: 26715175-2-41

COMPANY REGISTRATION NUMBER: 01 09 340800

2. General Provisions

2.1. These “Terms and Conditions” govern the use of the pension and its services in the La Fortezza Pension. La Fortezza Pension will publish these General Terms and Conditions on behalf of its own companies and those of its member companies, given that the pension and related services are provided by the Service Providers listed in Article 1, and in respect of each pension all related rights and obligations are due.

2.2. Special terms and conditions do not form part of this Terms and Conditions, but do not preclude special arrangements with travel agents, or tour operators, and separate different terms and conditions that are appropriate for the particular business

3. Contracting Parties

3.1. Services provided by the Service Provider are used by a natural or legal person (hereinafter the Guest).

3.2. If the Guest places an order for the Services directly with the Service Provider, the Guest will be the Contracting Party. If the conditions are fulfilled, The Service Provider and the Guest become contractual parties (hereinafter Parties).

3.3. If an order for the Services is placed by a third party (hereinafter: the Agent) on behalf of the Guest, the terms of cooperation shall be governed by an agreement between the Service Provider and the Agent. In this case, the Service Provider shall not be obliged to investigate whether the Agent is lawfully representing the Guest.

4. Conclusion of the Contract, Possible Ways of Booking, Modifications, Obligation to Notify

4.1. In response to verbal or written queries from the Guest, a written offer will be sent by the Service Provider. If no particular written order for accepting the offer of the Pensionier is received within 48 hours of the sending of the offer, then Pensionier will not be bound to the offer anymore.

4.2. Contract is concluded in writing by the Service Provider in writing, either on the online booking interface of the pension's website (booking system) or in writing, and thus qualifies as a Contract concluded in writing. A verbal reservation, agreement, modification, or verbal confirmation by the Service Provider is not of the contract value.

4.3. The Contract for the use of the service is concluded for a definite period of time.

4.4. The Guest commits to inform the pension in writing of the cancellation, modification, or any other change of the services ordered before the start of the service.

4.4.1. If the Guest moves out of the room before the expiry of the specified period, the Service Provider is entitled to get 100% of the consideration for the service stipulated in the Contract. The Service Provider is entitled to resell the room vacated before the expiry date.

4.4.2. The extension of the use of the accommodation service initiated by the Guest requires the prior consent of the Service Provider. In this case, the Service Provider may stipulate the reimbursement of the fee for the service already performed.

4.4. A written agreement signed by the Parties is required to amend and/or supplement the Agreement.

5. Cancellation Policy

5.1. Unless otherwise specified in the Service Provider's offer/confirmation, the accommodation service can be canceled free of charge till 23:59 2 days before arrival day (local pension time).

5.1.1. If the Contracting Party has not reinforced the booking with an advance payment, a credit card guarantee, or any other manner included in the Contract, the Service Provider is obliged to provide services till 23:59 2 days before arrival day (local pension time).

5.1.2. If the Contracting Party has provided the pension with an advance payment, credit card guarantee, or in another manner specified in the Contract and does not arrive in local time on the day of arrival, and does not inform the Service Provider about the delay of arrival by latest till 23:59 2 days before arrival day (local pension time), the Service Provider shall charge a penalty of the amount specified in the Contract, but at least a fee for the first-night stay as a penalty. In this case, the accommodation will be reserved for the Contracting Party until 07:00 AM (local pension time) the day following the day of arrival, after which the Service Provider's service obligation will be terminated.

5.2. In the case of booking products subject to individual conditions, group travel, or events, the Contracting Parties may lay down conditions in an individual Contract.

6. Prices

6.1. The Service Provider's room rates (Rack Rates) are on display in the pension rooms or at the reception in the Pension. The price lists of other services are available at www.lafortezza.hu.

6.2. The Service Provider may change its announced prices without prior notice.

6.3. When publishing its room rates, the Service Provider shall indicate the tax content of the rates (VAT, Tourist Tax) valid at the time of the offer in line with the legal regulations.

6.4. Special discounts, promotions, discounts for children, and any other offers will be announced on the website www.lafortezza.hu.

7. Method of Payment, Guarantee

7.1. The Service Provider shall demand payment at the latest after the Guest has used the services and before leaving the pension. In case of an individual agreement, you can also provide for post-payment.

7.2. To guarantee the use of the service in accordance with the Contract and the settlement of the consideration the Service Provider may

- a) request a credit card guarantee in which the consideration for the service ordered and confirmed is blocked on the credit card; or payment for the ordered service upon arrival in cash or with cash substitutes accepted by the pension,
- b) require the payment of an advance on all or part of the service charge

7.3. The Contractor's account can be settled in the following currencies:

The invoice is issued in Hungarian Forint in accordance with Hungarian tax rules. The price of the services can be converted to EURO at the daily exchange rate according to the Service Provider's bank on the day of the Guest's arrival. Possible currencies for cash payment are HUF and EUR. In addition to cash payment, the Service Provider also accepts pre-bank transfers and the following credit cards: Visa, EC / MC, and American Express.

7.4. The costs associated with the use of any payment method shall be borne by the Contracting Party.

8. Method and Conditions of Using the Service

8.1. The Guest can occupy the rooms from 15:00 on the day of arrival (Check-in) and check out by 11:00 on the last day of the stay (Check out).

8.2. If the Guest wishes to occupy the room before 6:00 on the day of arrival, the previous night will be charged.

8.3. Different conditions apply for group bookings. Hence, for reservations of 4 rooms and more, a non-refundable deposit is required.

8.4. Bachelor's or hen parties/groups are not allowed in our pension.

9. Pets are not allowed in our pension.

10. Temperature Control - Heating/Cooling and Hot Water Policy

10.1. The Service Provider guarantees the amount of heat necessary to ensure the average temperature of the rooms. Recommended temperature is 21°C. The internal temperature of individual building parts may vary. The service is deemed completed if the thermal energy specified in the contract is available in the building's heating center, which is required for the building's heat supply. The operator distinguishes between Winter and Summer modes. Winter mode lasts from mid-October to mid-April. The operator provides the heating service during the Winter mode, but not the cooling. The temperature of each heat center can be chosen as desired up to 21 °C. Guests may request a higher temperature than planned. In case of a higher heat demand expressed in advance and in writing, it is possible to provide a "mobile heater", while stocks last. A higher heat demand means higher heating costs (e.g.: a 1°C increase means approx. 6-10% extra costs, with a difference of 21+5°C the costs can be approx. 30-50% more!). In such a case, the Operator has the right to request extra reimbursement for the extra consumption. Summer mode lasts from mid-April to mid-October. The Operator provides the cooling service during the Summer mode, but not the heating.

10.2. The Service Provider supplies domestic hot water so that its temperature at the connection point of the building is at least 45 °C ± 5 °C. The heated water is continuously circulated in the double piping system that provides hot water inside the building.

11. Refusal to Perform the Contract, Termination of the Obligation to Provide the Service

11.1. The Service Provider is entitled to terminate the Contract for the accommodation service with immediate effect, thus refusing to provide the services if

- a) the Guest does not use the provided room or facility for the intended purpose
- b) the Guest does not comply with the security regulations and order of the accommodation, behaves reprehensibly, is abusive, under the influence of alcohol or drugs, threatens, abuses, or otherwise unacceptably behaves towards its employees.
- e) the Guest suffers from an infectious disease.
- d) the Contractor fails to fulfill an obligation to pay an advance as defined in the Contract by the date specified.

11.2. If the contract between the parties is not fulfilled due to “force majeure” reasons, the contract will be terminated.

12. Placement Guarantee

13. Illness and Death of the Guest

13.1. If the Guest becomes ill during the period of using the accommodation service and is unable to act on his / her own behalf, the Service Provider will offer medical assistance.

13.2. In case the Guest falls ill or dies, the Service Provider claims cost compensation from the patient's / deceased's relatives, heirs, or the payer of the bill for the possible medical and procedural costs, the consideration for the services used before the death, and any damage to the equipment in connection with the illness/death.

14. Rights of the Contracting Party (The Guest }

14.1. Pursuant to the Contract, the Guest is entitled to the proper use of the booked room and the facilities of the accommodation, which are included in the standard range of services and are not subject to special conditions.

14.2. The Guest may file a complaint regarding the performance of the services provided by the Service Provider during the stay at the accommodation. During this period, the Service Provider undertakes to handle any complaint submitted to it (or recorded).

14.3. The Guest's right to complain expires after leaving the accommodation.

15. Obligations of the Contracting Party (The Guest }

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

15.2. The Guest shall ensure that the child under the age of 14 under his / her responsibility stays in the Service Provider's pension only under the supervision of an adult.

16. Liability of the Contracting Party for Damages

The Guest is responsible for all damages and inconveniences that the Service Provider or a third party suffers due to the fault of the Guest or his companion or other persons under his responsibility. This liability also applies when the harmed party has the right to claim compensation for the damage directly from the Service Provider.

17. Rights of the Service Provider

If the Guest fails to comply with the obligation to pay the fee for the services subject to penalty – be it used or ordered but not used – in the Contract, the Service Provider shall be entitled to a lien to secure its claims.

18. Obligation of the Service Provider

The Service Provider is obliged to

- a) perform the accommodation and other services ordered on the basis of the contract in accordance with the valid regulations and service standards.
- b) investigate the guest's written complaint and take the necessary steps to deal with the problem, which must be recorded in writing.

19. Liability of the Service Provider for Damages

19.1. The Service Provider shall be liable for any damage caused to the Guest due to the fault of the Service Provider or its employees within its facilities.

19.1.2. The Service Provider may designate places in the pension that the Guest cannot enter. The Service Provider shall not be liable for any damage or injury that may occur in such places.

19.1.3. The Guest must report the damage to the pension immediately and provide the pension with all the necessary information to clarify the circumstances of the damage and possibly to record a police report/police procedure.

19.2. The Service Provider shall also be liable for any damage suffered as a result of the loss, destruction, or damage to the property of the pension guest, in the event

that the Guest is placed in a place designated by the Service Provider or in his room, or which the Service Provider handed over to an employee whom he may have considered entitled to take possession of his property.

19.2.1. The Service Provider is only liable for valuables, securities, and cash if it has been specifically taken over for safekeeping or if the damage has occurred for a reason for which it is liable according to the general rules. In this case, the burden of proof lies with the Guest.

19.3. Amount of compensation: equal to the value of the damage incurred.

19.4. In individual cases, local laws apply.

20. Confidentiality

The Service Provider acts by the provisions of the Data Management Regulations.

21. Force Majeure

In the event of a cause or circumstance (for example, war, fire, flood, weather, power outage, strike) beyond the control of any of the Parties (force majeure), either Party shall be released from its obligations under the Contract until such time as circumstance exists. The Parties agree to use their best endeavors to minimize the possibility of these causes and circumstances occurring and to remedy any damage or delay caused thereby as soon as possible.

22. Law Applicable to the Contracting Parties' Relationship and the Court with Jurisdiction

The legal relationship between the Service Provider and the Contracting Party shall be governed by the provisions of the local law (in Hungary). The court having jurisdiction over the place where the service is provided shall have jurisdiction over any dispute arising out of the service contract.

Pension NTAK registration number:

In case of any dispute, the Hungarian Terms and Conditions are applicable.