

SmartApart  
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e-mail: [host@smartapart.hu](mailto:host@smartapart.hu)  
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## GENERAL TERMS AND CONDITIONS

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### 1. Service provider's data

Company name: IPT 343 Invest Beruházásszervező és Ingatlanfejlesztő Zártkörűen Működő Részvénytársaság

Short name: IPT 343 Invest Zrt.

Registered office: H-1036 Budapest, Lajos utca 160-162. 3. emelet 7.

Telephone: +36 20 7452829

Tax number: 22755409-2-41

Company registration number: 01 10 046694

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## 2. General rules

2.1. These “General Terms and Conditions” (hereinafter referred to as the “GTC”) regulate the conditions of use of the Service Provider’s accommodation and the services offered therein.

2.2. The Service Provider may conclude a separate agreement in relation to the services it offers, the specific provisions of which may differ from these provisions.

2.3. The Service Provider is entitled to amend these GTC. The provisions of the amended GTC shall apply to requests for offers sent by the Service Provider after the entry into force of the amendment and to contracts concluded on the basis thereof.

## 3. Contracting party

3.1. The contracting party is the natural or legal person or other entity ordering and/or using the services of the Service Provider. The natural person who actually uses the service of the service provider is also considered a contracting party. The party ordering and/or using the services is hereinafter collectively referred to as the Guest. The Service Provider and the Guest shall become contracting parties, hereinafter collectively referred to as the “contracting parties”, upon fulfilment of the conditions.

## 4. Formation of the contract, method of booking, modification, obligation of notification

### 4.1.

The contract shall be deemed to have been concluded upon the written confirmation by the Service Provider or its contracted representative of the Guest’s booking made in writing, by e-mail or via the Service Provider’s contracted representative, and shall therefore be deemed to be a contract concluded in writing.

4.2. No oral booking, agreement, modification, or any oral confirmation of a booking, agreement, modification by the Service Provider shall constitute a contract or modification of a contract unless confirmed in writing by all parties.

4.3. The accommodation service contract is always for a fixed period.

4.4. If the Guest leaves the room permanently before the expiry of the period specified in the contract between the Parties, the Service Provider is entitled to the full price of the service ordered by the Guest, regardless of the fact that the Guest did not use part of the service.

4.5. Pursuant to clause 4.4, the Service Provider is entitled to resell the room vacated before the expiry date.

4.6. 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 may stipulate as a condition of the extension the reimbursement of the fee for the service already provided.

4.7. A written agreement signed by the Parties is required to modify and/or amend the contract.

4.8. The Parties may derogate from the provisions of this contract by way of a case-by-case agreement, in which case the legal relationship between the Parties shall be governed by the terms of the case-by-case agreement.

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## 5. Cancellation conditions

5.1 The Guest may cancel the accommodation service free of charge until the written confirmation sent by the Service Provider.

5.2. The cancellation conditions are different for a so-called individual booking, which includes a maximum of 10 natural persons, or 5 rooms booked at the same time, and for group bookings for more than 10 persons booked by or for natural persons. Separate, different cancellation conditions apply in priority periods and for the non-refundable price category. (see 5.4, 5.7, and 5.8)

5.3. Cancellation conditions for individual bookings in non-priority periods:

5.3.1. The Guest may cancel the booking free of penalty up to 48 hours before the arrival date for bookings of less than 10 persons, after the sending of written confirmation by the Service Provider.

5.3.2. The Guest may cancel the booking up to 48 hours before the arrival date for bookings of less than 10 persons, after the sending of written confirmation by the Service Provider upon payment of a penalty equal to 100% of the total price of the services included in the booking.

If the modification is only for the use of additional service(s) beyond the services included in the Service Provider's confirmation, the Guest is not obliged to pay a penalty, in which case the parties may agree in writing on the provision of the additional service(s) requested.

5.4. Cancellation conditions during priority periods, holidays, and for the non-refundable price category for individual bookings:

5.4.1. The Guest may not cancel or modify the booking after the sending of written confirmation by the Service Provider. In case of cancellation or modification, the penalty is 100% of the value of the contracted services.

5.5. Cancellation conditions for group bookings (including priority periods):

5.5.1. The Guest may not cancel any booking for a group of more than 10 persons after the sending of written confirmation by the Service Provider.

5.5.2. Bookings for groups of more than 10 persons may be modified or cancelled by the Guest up to 45 days prior to the date of arrival, upon payment of a penalty equal to 50% of the total amount of all services ordered and confirmed by the Service Provider.

5.5.3. Bookings for groups of more than 10 persons may be modified or cancelled by the Guest up to 30 days prior to the date of arrival, upon payment of a penalty equal to 100% of the total amount of all services ordered and confirmed by the Service Provider.  
modified or cancelled upon payment of a penalty equal to 100% of the total amount.

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5.5.5. If the modification of the booking by the Guest is only for the use of additional service(s) beyond the services included in the Service Provider's confirmation, the Guest is not obliged to pay a penalty, in which case the parties may agree in writing on the provision of the additional service(s) requested.

5.6. If the Guest pays an advance to the Service Provider at the time of booking or after that, as agreed by the parties, but does not use the service included in the booking and confirmed by the Service Provider in whole or in part and/or cancels it in whole or in part, the Service Provider shall be entitled to the full amount of the advance paid, in which case the Service Provider shall be entitled to the difference between the value of the services used by the Guest and the advance as a forfeit money.

5.7. The Service Provider shall be entitled to charge and set off the penalties set out in clauses 5.4. and 5.5. above against any advance paid by the Guest or any payment made by the Guest.

5.8. In the event of the Guest's absence (No Show), the Service Provider shall be entitled to a penalty equal to 100% of the value of the services included in the booking.

5.9. Priority periods:

15 March  
Easter  
1 May  
Pentecost  
20 August  
23 October  
1 November  
from 24 December to 1 January

The Service Provider will provide more information about the dates not defined above, but which qualify as priority periods, by e-mail at [host@smartapart.hu](mailto:host@smartapart.hu).

5.10. The non-refundable price categories are published on the Service Provider's [www.smartapart.hu](http://www.smartapart.hu) website. Cancellation of group bookings in the non-refundable price category is subject to the cancellation rules for individual bookings in the non-refundable price category.

5.11. The Guest acknowledges and accepts that the Service Provider is entitled to cancel the ordered services, with refund of the advance payment and without any further consequences, if it is unable to provide the services due to unforeseeable, unavoidable circumstances beyond its control (hereinafter referred to as "force majeure"). In the event of force majeure, the Service Provider shall repay the advance payment of the service fee, but shall not be obliged to pay compensation for non-performance due to force majeure.

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## 6. Prices

6.1. The current room rates and prices of other services are available on the website of the apartment house or from the contracted partners of the apartment house. In the event of discrepancies between the prices quoted by the various sources, the prices quoted on the accommodation's own website shall prevail.

6.2. The Service Provider is free to change its advertised prices without prior notice.

6.3. When communicating the prices, the Service Provider shall indicate the rate of the tax content (VAT) applicable at the time of the offer, as regulated by law. The Service Provider shall pass on to the Contracting Party, with prior notice, any additional charges due to changes in the applicable tax law (VAT).

6.4. Current discounts, promotions and other offers are announced on the [www.smartapart.hu](http://www.smartapart.hu) website and on the online interfaces of the Service Provider's contracted partners.

## 7. Payment terms

7.1. The Service Provider may claim the consideration for the services provided to the Contracting Party prior to the use of the service by requesting a bank card/credit card (hereinafter referred to as "Bank Card") guarantee and/or security, whereby the entire consideration for the ordered and confirmed service or a part thereof—at the discretion of the Service Provider—is blocked on the bank card, and, without prejudice to the foregoing, the Service Provider may request payment of the entire consideration for the service prior to the use of the service.

7.2. In all cases, the Service Provider's remuneration for the services rendered to the Contracting Party shall be payable prior to arrival.

7.3. The Contracting Party may settle its account by credit card and bank transfer in the following currencies: HUF, EUR.

7.4. The Guest may pay for the service with a SZÉP-card indicated by the Service Provider on the website.

7.5. The invoice is issued in HUF or EUR in accordance with Hungarian tax rules. If the price of the Services is quoted in foreign currency, it will be converted into HUF on the day of the Guest's arrival at the mid-exchange rate of the previous day, as quoted on the official website of the MNB.

## 9. Method and terms of using the service

9.1. For both individual and group bookings, the Guest may check in to the hotel room from 15:00 on the day of arrival and shall check out by 11:00 on the last day of the stay.

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9.2. If a Guest fails to check out of the room by 11:30, the Service Provider may charge 50% of the day's room rate as a late check-out fee.

## 10. Pets

10.1. No pets are allowed in the Service Provider's accommodation.

## 11. Refusal to use the service, termination of the service obligation

11.1. The Service Provider may terminate the accommodation service Contract with immediate effect and refuse to provide additional services, other than those already provided, if:

- (a) the Guest does not make proper use of the room or facility, or any part thereof made available to him/her, in particular, but not limited to, impairing or damaging in any way the room or facility and the furnishings or equipment belonging to it or located in the accommodation, or;
- (b) the Guest does not comply with the safety regulations and rules of the Service Provider, or;
- (c) the Guest behaves in an objectionable and/or rude manner with a Service Provider's employee and/or another Guest or person, or engages in disruptive, abusive or threatening behaviour towards another person, or;
- (d) while under the influence of alcohol and/or drugs, engages in threatening, abusive or disruptive behaviour towards another person; or;
- (e) the Guest engages in conduct likely to cause offence to another person, or;
- (d) the Guest is suffering from a communicable disease.

1.1.2. If the Service Provider exercises the right to terminate the Contract with immediate effect for any of the above reasons, the Guest shall leave the accommodation within 2 hours of the Service Provider's notification of the immediate termination, and the Guest shall pay the full amount of the services included in the booking confirmed by the Service Provider before leaving the accommodation. If the termination does not apply to all the Guests who have made the booking and are using the Hotel's services together, the other Guests are entitled to continue using the Hotel's services, i.e. the Hotel also has the right to terminate the booking partially, if it concerns a specific Guest. In this case, if the Guests not affected by the termination no longer wish to use the services set out in the booking, they will be subject to the provisions set out in clause 4.6.

## 12. Illness or death of the guest

12.1. If the Guest falls ill while using the accommodation service and is unable to act in his/her own interest, the Service Provider will offer medical assistance.

12.2. In the event of the illness/death of the Guest, the Service Provider shall be entitled to compensation from the relatives, heirs, or bill payers of the ill/deceased person for any medical and procedural expenses, the value of services used prior to the death, and any damage to equipment and furnishings caused by the illness/death.

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### 13. Rights of the Contracting party

13.1. Under the Contract, the Guest is entitled to use the room booked and the facilities of the accommodation for the purpose intended, which are included in the normal range of services and are not subject to special conditions.

13.2. The Guest may lodge a complaint about the performance of the services provided by the Service Provider during the stay at the accommodation. During this period, the Service Provider undertakes to deal with any complaint submitted to it (or recorded by it) with written proof.

13.3. The Guest's right to lodge a complaint terminates upon departure from the accommodation.

### 14. Obligations of the contracting party

14.1. The Guest/Contracting party shall pay for the services ordered in the contract by the date and in the manner specified in the Contract.

14.2. The Guest shall ensure that any child under 14 years of age under the responsibility of the Guest stays at the Service Provider's hotel only under the supervision of an adult.

14.5. The Guest is not allowed to use drones or quadrocopters in the entire hotel area or within 150 metres of the hotel, and to use them to make recordings, in order to protect the privacy of other guests. The guest is fully liable for any damage caused by the drone in case of breach of this clause.

### 15. The contracting party's liability for damages

15.1. The Guest shall be liable—and shall compensate—for any damage or loss caused to the Service Provider or to a third party by the Guest or his/her companion or any other person under his/her responsibility. This liability shall apply even if the injured party has the right to claim compensation for the damage directly from the Service Provider.

### 16. Rights of the service provider

16.1. If the Guest fails to fulfil his/her obligation to pay the penalty for the services used or ordered in the Contract but not used, the Service Provider shall be entitled to a lien on the Guest's personal property which he/she has brought with him/her to the hotel to secure his/her claims.

16.2. The Service Provider may make recordings, photographs and/or videos (hereinafter referred to as "recordings") on the premises of the Hotel and in the immediate surroundings of the Hotel for the purpose of promoting the Hotel and for marketing purposes. At the time of such recording(s), the Guest may indicate on the spot that he/she does not wish to be included in the recording, in which case the Service Provider shall act in accordance with the Guest's request. If the Guest does not specify that he/she does not wish to be included in the recording, the parties hold that the Guest has consented to the making of the recording and the Service Provider may

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publish the recording on any channel (internet, print media, television, media, hotel website, etc.) and use it for its own economic purposes.

## 17. Obligations of the service provider

### 17.1. The Service Provider shall:

(a) provide the accommodation and other services ordered under the contract in accordance with the applicable regulations and service standards.

(b) to investigate the guest's written complaint and take the necessary steps to deal with the problem, which must be recorded in writing.

## 18. The service provider's liability for damages

18.1. The Service Provider shall undertake liability for any damage caused to the Guest within its facilities due to the fault of the Service Provider or its employees.

18.1.1. The Service Provider's liability shall not extend to damages caused by an unavoidable cause beyond the control of the Service Provider's employees and guests or caused by the Guests themselves. The Service Provider shall not be liable for consequential damages (e.g. loss of profit).

18.1.2. The Supplier may designate places in the hotel where the Guest is not allowed to enter. The Service Provider shall not be liable for any damage or injury caused in such places.

18.1.3. The Guest shall immediately report the damage to the hotel and provide the hotel with all the necessary information to clarify the circumstances of the damage, for taking any police report/police procedure.

18.2. The Service Provider shall also be liable for any damage caused to the property of the Guest—excluding valuables (e.g. jewellery, watches, mobile devices, laptop computers, telephones and related devices and parts), securities, cash—, if the damage is proved to be the result of any loss, destruction, or damaging due to the fault of the Service Provider or its employee, but only if the Guest has deposited them in the place designated by the Service Provider or customarily used for this purpose, or in his or her room, or which he or she has handed over to an employee of the Service Provider whom he or she could have clearly considered to be entitled to receive his property.

18.2.1. The Service Provider shall be liable for valuables, securities, and cash only if it has expressly accepted them for safekeeping or if the damage has been the result of a cause for which it is liable under the general rules. In this case, the burden of proof is on the Guest.

18.3. The maximum compensation rate is fifty times the daily room rate under the Contract unless the damage is less than that. In excess of this, the Service Provider's liability for damages is excluded, except for the liability for damages that may not be excluded or limited according to the Civil Code.

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## 19. Confidentiality

19.1. The Service Provider shall handle as confidential the personal data provided by the Guest—or, if the customer and the user of the service are not the same person, by the user of the service to the customer and by the customer to the user of the service—in the context of voluntary provision of data—including the data provided by the Guest to the Service Provider for the purpose of concluding and/or performing the contract—and shall use such data only for the purpose of identifying the individual Guests and Organisers and only for the performance of the contract, to the extent necessary for the performance.

19.2. The Service Provider may use the personal data of the Guest and the customer of the service in order to enforce its claims against the Guest and/or the customer of the service and may transfer the personal data of the Guest and the customer of the service to the bodies authorised by law. The above provisions are expressly accepted by the Customer/customer of the service by accepting these GTC.

The Parties accept the provisions of these General Terms and Conditions. The competent court for any dispute arising out of the service contract is the court having jurisdiction for the place where the service is provided.