



GENERAL TERMS AND CONDITIONS



I. Service Provider's details

Company name: SEFAG Zrt.
Registered office: 7400 Kaposvár, Bajcsy-Zsilinszky utca 21.
Company registration number: 14-10-300060
Tax number: 11227003-2-14

Operated accommodation facilities:

Petesmalom Hunting Lodge
7551 Lábod-Petesmalom 1.
GPS coordinates: East:17°30'4.40"; North:46°13'26.31"
E-mail: turizmus@sefag.hu
Web: www.somogyiturizmus.hu

Vitéztanya Hunting Lodge
7988 Darány topographic lot no. 0163
GPS coordinates: East:17°30'4.40"; North:46°13'26.31"
E-mail: turizmus@sefag.hu
Web: www.somogyiturizmus.hu

II. General provisions

1. These 'General Terms and Conditions' (hereinafter: "GTC") govern the use of the accommodation facilities operated by the Service Provider (hereinafter: "accommodation") and their services.
2. Individual terms and conditions do not form part of these GTC, but do not preclude the conclusion of separate, specific agreements with travel agents, tour operators, with different terms and conditions for each specific transaction.
3. The Service Provider reserves the right to regulate the use of the accommodation and its services in certain force majeure situations, such as epidemics, by means of additional general instructions, published on the website of the accommodation and available to all, in addition to these GTC.

III. Contracting Parties

1. The services provided by the Service Provider are used by the guest (hereinafter: "Guest").
2. If the order for the services is placed by the Guest directly with the Service Provider, the Guest becomes the Contracting Party. The Service Provider and the Guest together, if the conditions are fulfilled, become contracting parties (hereinafter: "Parties").
3. If the order for the services is placed with the Service Provider by a third party (hereinafter: "Agent") on behalf of the Guest, the terms of cooperation shall be governed by the contract concluded between the Service Provider and the Agent. In this case, the Service Provider is not obliged to verify whether the third party legally represents the Guest.

IV. Method and conditions of the use of the service

1. The Service Provider will always send a written offer in response to the Guest's oral or written request for an offer. To prepare the offer, the Guest must provide the following information: name, address, telephone number, e-mail address. If no specific order is received from the Guest within 72 hours of sending the offer or within the other validity period indicated in the offer, the Service Provider's obligation to make a binding offer shall cease.
2. The Contract shall be deemed to be concluded only upon written confirmation of the Guest's written reservation sent in writing by the Service Provider and shall be deemed to be a contract concluded in writing (hereinafter: "Contract").



3. Any amendment and/or addition to the Contract shall require the written agreement signed by the Parties. An oral reservation, agreement, modification or oral confirmation by the Service Provider does not have contractual value.
4. The Contract for the use of the accommodation service is for a fixed period. If the Guest permanently leaves the accommodation facility before the expiry of that period, the Service Provider is entitled to the full consideration for the service provided for in the Contract. The Service Provider is entitled to resell the room vacated before the expiry date.
5. Any extension of the accommodation service initiated by the Guest requires the prior consent of the Service Provider. In that case, the Service Provider may request reimbursement of the service already provided.
6. Guests can park only if they provide the registration number of the vehicle.
7. Special diets can only be provided if the Guest specifies the desired diet in advance, at the time of booking or in writing.
8. As a condition of using the accommodation service, Guests are required to prove their identity in accordance with the legal requirements by presenting the relevant documents before booking the room. No one may stay in the accommodation without registration.

V. Use of digital document scanners and the Closed Guest Information Database (Hungarian abbreviation VIZA) system

From 1 September 2021, the accommodation shall be obliged to transfer data to the Closed Guest Information Database (VIZA).

In accordance with the legislation in force, check-in and room reservation are subject to the presentation of photo identification (ID card; driving licence; or passport) upon arrival at the reception desk or digital document scanning by the accommodation provider, as proof of the personal data of the person using the hotel service. For the identification of all Guests, a photo document proving their personal data must be presented upon arrival, also for children, regardless of their age [except see Government Decree 584/2021 (X. 14.) on the exemption from the obligation to present a document related to the use of hotel service for minors under the age of 14 during an emergency].

According to the legislation in force, if the Guest does not provide an identification document upon arrival, the Service Provider will refuse the hotel service. In case of refusal of a stay on the basis of the law, the Service Provider reserves the right to claim payment of the advance, penalty, cancellation or modification amount indicated in the booking confirmation.

VI. Start and end of stay /check-in; check-out/

1. The Guest has the right to occupy the room(s) from 2 pm on the day according to the Contract.
2. The Service Provider has the right to withdraw from the Contract if the Guest fails to arrive by 6 pm on the day of the Contract, unless a later arrival time is stipulated in the Contract.
3. The Guest must vacate the room by 10 am on the day of departure.
4. Depending on the occupancy of the accommodation, early arrival and late departure are possible for a fee. If the Guest wishes to use this service, they must inform the caretaker of the accommodation the day before their arrival and it will be included in the price list. Early arrival is possible up to 3 hours before the indicated arrival and late departure is possible 3 hours after the indicated departure time. The stay at the accommodation may be extended by adding more nights of stay.

VII. Extension of the stay

1. Any extension of the stay by the Guest requires the prior consent of the Service Provider.
2. If the Guest fails to vacate the room by 10.30 am on the day indicated as the day of departure at the time of check-in and the Service Provider has not agreed to the extension of the stay in advance, the Service Provider is entitled to charge the room price for an additional day and at the same time the Service Provider's service obligation shall cease.

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VIII. Prices

1. The current tourist list prices of the accommodation are displayed at the accommodation, but can also be found on the website of the accommodation (www.somogyiturizmus.hu). The price lists for other services of the accommodation are available on the same website. SEFAG Zrt. hunting services and their prices are available on sefaghunting.hu.
2. The Guest will always be informed of the price of the service by the caretaker of the accommodation before the service is provided.
3. The Service Provider may change its advertised prices without prior notice (e.g. for package prices or other discounts). If the Guest has booked accommodation and the Service Provider has confirmed it in writing, the Service Provider cannot change that price.
4. The published prices include VAT as provided by law, but do not include tourist tax, which is payable on the spot. The Service Provider shall, upon prior notice, pass on to the Contracting Party any additional charges due to changes in the applicable tax law (VAT, tourist tax [Hungarian abbreviation IFA]).
5. A single supplement will be charged in all cases where the the room is occupied only by one Guest who is staying at the accommodation for payment (e.g. an adult with a child under 3 years of age).

IX. Promotions, discounts

1. Current promotions and discounts are advertised on the website of the accommodation facility (www.somogyiturizmus.hu) and other specific sales channels. Advertised discounts always apply to individual bookings.
2. The advertised discounts cannot be combined with any other discounts.
3. When booking products subject to special conditions, in the case of group bookings or events, the Service Provider shall lay down conditions in an individual contract.

X. Discounts for children

Unless otherwise specified in the package offers or daily rates, the Service Provider offers the following accommodation discounts for children when sharing a room with parents:

- 0 to 4 years 100%,
- 4 to 12 years 30% discount on the price of the adult service,
- from 12 to 18 years of age, if the room capacity allows and the guest of this age can sleep on a full size bed, the full adult rate applies, if the room capacity allows and the guest of this age can only sleep on an extra bed, the adult rate applies.

Shared room with parents means sharing a bed between parents, with a maximum of one extra bed/bed for one child, and only for certain room types. An extra bed may be requested upon prior agreement with the Service Provider at the time of booking.



XI. Payment methods, guarantee

1. The Service Provider shall claim consideration for the services rendered to the Contracting Party at the latest after their use, as a rule before the Contracting Party's departure from the accommodation, but may also provide for the possibility of subsequent payment under an individual agreement.
2. In the absence of an individual agreement, the Guest shall be entitled and obliged to pay the price of the service in cash on the spot, at the latest at the time of departure from the accommodation. The invoice will be issued in HUF in accordance with Hungarian tax rules. In addition to cash payment, the Service Provider accepts advance bank transfers into the following bank account: 11743002-20167873-00000000.
3. In the case of payment of the consideration by bank transfer, unless otherwise provided for in the individual agreement with the Service Provider, the Guest shall transfer the amount of consideration of the ordered services to the accommodation's bank account before the date of arrival, in such a way that the amount is credited to the accommodation's bank account by the date of arrival or the Guest confirms the transfer by an irrevocable declaration issued by the account-keeping financial institution confirming the transfer.
4. The Service Provider may request an advance payment of part or all of the amount payable to guarantee the use of the service in accordance with the contract and the payment of the consideration.
5. The costs associated with the use of any payment method shall be borne by the Contracting Party.

XII. Advance payment terms and conditions

1. Advance payment is required, as well as for group booking orders (from 10 persons: group of friends, wedding, event, etc.) for both non-priority and priority periods (long weekends, public holidays, autumn/winter/spring/summer school holidays). The amount of the deposit is 50% of the value of the reservation for priority periods and 30% of the value of the reservation for all other periods. If the accommodation applies an amount different from the amount of the advance payment, it will be indicated in the package offer or price list in question. The deadline for the payment of the advance is set out in the confirmation provided in Section IV.2 of the GTC.
2. Method of advance payment: cash, bank transfer. Cash advance payment is possible at the accommodation. Upon receipt of the advance payment, the Service Provider shall issue an advance invoice and send it by post to the Contracting Party or the payer. If the advance payment is made by bank transfer, the amount of the advance must be paid to the following bank account number:
11743002-20167873-00000000

XIII. Cancellation and amendment terms and conditions

Unless otherwise specified in the Contract, the conditions for cancellation, except in case of force majeure, are as follows:

Bookings can be cancelled free of charge up to 7 days after arrival. In case of cancellation within 7 days prior to arrival, the advance will not be refunded to the Guest, but can be used by arrangement with the Service Provider, subject to the availability of the accommodation, within 12 months of booking or until the expiry of the package purchased. If the accommodation facility deviates from this, it will indicate this in the package offer or price list in question.

XIV. Refusal to perform the Contract, termination of the service obligation

1. The Service Provider is entitled to terminate the Contract with immediate effect, and thus refuse to provide the Services, if:
 - the Guest makes improper use of the room or accommodation provided;



- the Guest fails to vacate the room by 10.30 am on the day indicated as the day of departure at the time of check-in and the Service Provider has not agreed to the extension of the stay in advance,
 - the Guest fails to comply with the safety regulations of the accommodation facility, the house rules, the room information, or behaves in a reprehensible or rude manner with its staff, is under the influence of alcohol or drugs, or engages in threatening, abusive or other unacceptable behaviour;
 - the Guest is suffering from a infectious disease;
 - the Contracting Party fails to fulfil its obligation to make the advance payment specified in the Contract by the specified date.
2. If the Contract between the Parties is not fulfilled for reasons of force majeure, the Contract shall be terminated.
3. If the Contracting Party has secured the use of the accommodation services by advance payment or by other means provided for in the Contract and does not arrive by midnight (12 am) local time on the day of arrival or does not give notice of arrival later, the Service Provider shall charge a penalty of the amount specified in the Contract, but not less than one day's accommodation. In this case, the accommodation shall be reserved for the Contracting Party until noon (12 pm) on the day following the day of arrival, after which the Service Provider's obligation to provide the service shall cease.

XV. Accommodation guarantee

1. If the Service Provider is unable to provide the services specified in the Contract due to its own fault (e.g. overloading, temporary operational problems, etc.), the Service Provider shall be obliged to accommodate the Guest without delay.
2. The Service Provider is obliged to provide and/or offer the services specified in the Contract, at the price confirmed therein, for the period specified therein, or until the end of the period of impediment, in another accommodation of the same or higher category. All additional costs of providing replacement accommodation shall be borne by the Service Provider.
3. If the Service Provider fully complies with these obligations, or if the Guest has accepted the replacement accommodation offered to him, the Contracting Party may not claim any subsequent compensation.
4. If the Guest does not accept the offered replacement accommodation for a reasonable reason, in the event of service hindrance before the day of arrival, the advance payment will be returned to the Guest, in the event of service hindrance after the arrival, the Parties will settle the actual services between them, and the Guest may claim damages from the Service Provider in accordance with the provisions of Act V of 2013 on the Civil Code (hereinafter: "Civil Code").

XVI. The Guest's rights

1. By concluding the Contract, the Guest acquires the right to the normal use of the premises rented by him/her and to the normal use of the facilities of the accommodation normally and without any special conditions made available to Guests, and to the normal service during the opening hours as stated in the Contract.
 2. The Guest may complain about the performance of the services provided by the Service Provider during the stay at the accommodation facility. During this period, the Service Provider undertakes to deal with any complaint that is verified in writing (or recorded in the Service Provider's records). The Service Provider will handle any complaints individually. The Guest may make a complaint in writing to the following address and contact details:
SEFAG Zrt. - Wildlife Management and Tourism Department.
Address: 7400 Kaposvár, Bajcsy-Zs. u. 21.
Phone: +36-82/505-100
E-mail: turizmus@sefag.hu
- The Service Provider shall investigate the written complaint in accordance with Act CLV of 1997 on Consumer Protection.

XVII. The Guest's obligations

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1. The Guest is obliged to pay the consideration for the services provided to him by the Service Provider by the deadline set in the confirmation provided in Section IV.2 of the GCTC or at the expiry of the Contract.
2. In the event that Guests bring food or beverages into the accommodation and consume them in public premises, the Service Provider is entitled to charge a reasonable fee for them ('corkage money' in the case of drinks). Guests are not allowed to take food/drinks out of the catering facilities of the accommodation.
3. The consent of the Service Provider must be obtained prior to the installation of any electrical appliances brought into the accommodation by the Guests that are not part of their normal travel needs.
4. Guests can park their vehicles free of charge in the accommodation's uncovered and unguarded car park. The Service Provider shall not be liable for any damage caused to the vehicles and objects placed in the car park (including, but not limited to: break-in and theft of any object in the vehicle, theft of the vehicle, damage caused by natural phenomena).
5. Please dispose of all waste in the waste bins located in the complex and in the rooms.
6. Furniture may not be removed or moved from the room or the building.
7. The Service Provider is not responsible for any valuables left in the rooms, a safe deposit box is located in the room for safekeeping and storage.
8. The use of tools and equipment on the premises of the accommodation is at the Guest's own risk and is subject to the binding observance of the instructions for use/operation posted on the premises.
9. Pursuant to Act XLII of 1999 on the Protection of Non-Smokers and Certain Rules for the Consumption and Distribution of Tobacco Products, smoking is prohibited in indoor (including guest rooms) and community areas of the accommodation. The Service Provider has placed signs in the areas required by law to remind for the obligation to comply with this. Employees of the accommodation shall have the right to warn Guests and any other person on the premises of the accommodation to comply with this law and to stop any unlawful conduct. Guests or any person staying on the premises of the accommodation shall comply with this legislation and any request to do so. If the Service Provider is fined by the competent authority on the basis of the said legislation due to the unlawful conduct of any Guest or any other person staying in the accommodation, the Service Provider reserves the right to pass on the amount of the fine to the person who has committed the unlawful conduct or to demand payment of the fine.
10. The storage of flammable or explosive materials in the rooms is prohibited. In the event of fire, the accommodation operator and the caretaker must be informed immediately. Guests are required to leave the rooms or common areas of the accommodation as soon as possible in the event of fire or other alarms, as indicated in the information provided.
11. Fireworks and other activities requiring a permit brought by the Guest require the prior written consent of the accommodation and the obtaining of official permits by the Guests.
12. The Guest is responsible for ensuring that children under the age of 14 who are under the responsibility of the Guest are only under the supervision of an adult.
13. Guests sharing the rooms or the facilities and furnishings of the accommodation are jointly and severally liable for any damage caused by misuse.
14. The Guest shall be liable for all damages and losses suffered by the Service Provider due to the fault of the Guest, their accompanying person or any other person under their responsibility. Any damage caused by the Guest, their companion or any other person under their responsibility, whether negligently or intentionally, shall be compensated by the Service Provider to the person who caused the damage.
15. The Guest is obliged to use the accommodation building and its immediate surroundings as intended and without unnecessary disturbance to other guests.
16. In the interests of guests' peace of mind, it is forbidden to make loud noises in the accommodation area or on the terraces after 10 pm, to watch TV or listen to music at a disturbing volume in the interior of the rooms, or to play loud music in the lobby.
17. The Guest must immediately report any damage they suffered to the caretaker of the accommodation and provide the accommodation with all the necessary information to clarify the circumstances of the damage, possibly for the purpose of a police report/police procedure.
18. Items of furniture and textiles must not be taken out of the accommodation facility.



19. The Guest is obliged to keep their room locked at all times, to make sure that the door is locked when leaving the room and that it is properly closed and will not open even in the event of minor force.

XVIII. Bringing pets into the accommodation facility

1. The Service Provider reserves the right to determine in advance, in writing, at the time of booking or at a later date, the number of pets that may be admitted to the accommodation facility, following the indication of the Guest.
2. Guide dogs can be brought to the accommodation free of charge.
3. Pets may be brought into the rooms designated by the Service Provider and kept in the room under the supervision of the Guest. Pets may use the common premises to access the rooms.
4. The Guest shall be fully responsible for any damage caused by pets brought into the accommodation and shall pay the extra cleaning fee indicated in the current price list on the spot and any damage discovered later.

XIX. The Service Provider's rights

If the Guest fails to comply with their obligation to pay the fees for the chargeable services used or ordered in the Contract but not used, the Service Provider shall be entitled to a lien under the Civil Code on the personal property of the Guest which they have brought with them to the accommodation, as security for the Service Provider's claims. The lessor's lien rule shall apply mutatis mutandis to this lien. As long as the Service Provider's lien applies, the Service Provider shall have the right to prevent the removal of the asset subject to lien. If the pledged asset is a vehicle owned by the Guest, the retention of the vehicle as collateral is limited to the pledged asset and in no way restricts the personal freedom of movement of the Guest or any other person travelling with the Guest. The persons mentioned above may leave the accommodation without any other restrictions.

XX. The Service Provider's obligations

1. The Service Provider is obliged to provide the accommodation and other services ordered under the Contract to the Guest in accordance with the applicable regulations and service standards.
2. The Service Provider is obliged to investigate the written complaint of the Guest and to take the necessary steps to solve the problem, to record them in writing and to inform the Guest about them.

XXI. The Guest's illness or death

1. If the Guest falls ill while using the accommodation service and is unable to act on their own, the Service Provider will offer medical assistance, with the costs of the offered and accepted medical assistance being borne by the Guest. If the physician diagnoses an infectious disease during the examination of the Guest, the Service Provider is entitled to refuse further service. Any additional costs incurred due to early departure will be charged to the Guest.
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 Guest concerned for any medical and procedural expenses, the consideration of services used prior to the death, and any damage to equipment and furnishings caused by the illness/death.
3. In the event of the death of the Guest, the Service Provider will consider the death of the Guest to be a premature departure, in which case the Service Provider will claim the remaining part of the contractual period, and will not be able to refund the fee to the legal heir or heirs.
4. If the Guest falls ill 3 days prior to arrival, which prevents them from using the booked accommodation, the absence will be accepted by the Service Provider upon medical documentation or certification.

XXII. The Service Provider's liability for damages



1. The Service Provider shall be liable for any damage suffered by the Guest as a result of loss, damage or destruction of the Guest's belongings, if the Guest has placed them in a place designated or normally designated by the Service Provider or has handed them over to an employee of the Service Provider who was entitled to accept them.
2. The Service Provider's liability does not extend to damages caused by an unavoidable cause beyond the control of the Service Provider's employees and Guests, or caused by the Guest themselves.
3. The Service Provider may designate places in the accommodation premises where the Guest is not allowed to enter. The Service Provider shall not be liable for any damage or injury caused to the Guest in such places.
4. The Service Provider shall be liable for valuables, securities and cash only if it has expressly accepted the goods for safekeeping or expressly refused to accept them for safekeeping, or if the damage has been caused by a cause for which it is liable under the general rules. In this case, the burden of proof is on the Guest. The Service Provider is also not liable for damages resulting from improper use.

XXIII. Confidentiality

In fulfilling its obligations under the Contract, the Service Provider shall act in accordance with the provisions of Act CXII of 2011 on the Right of Informational Self-Determination and Freedom of Information (hereinafter: "Privacy Act").

XXIV. Privacy

1. The Service Provider attaches great importance to the protection of personal data in its activities. In any case, the personal data provided to us will be processed in compliance with the legislation in force, ensure their safety, take the technical and organisational measures and establish the procedural rules necessary to comply with the relevant legislation.
2. In the course of the Service Provider's activities, the Service Provider uses the users' data exclusively for contracting, billing and its own advertising purposes in accordance with the Privacy Act.
3. The privacy notice of the accommodation is available on the website of the accommodation (www.somogyiturizmus.hu).

XXV. Force majeure

1. No cause or circumstance for which either of the Contracting Parties is responsible, which arises after the conclusion of the Contract or prior to the conclusion of the Contract, but which is unforeseeable and beyond the control of the Contracting Parties (e.g.; war, fire, flood, adverse weather conditions, power shortage, strike, epidemic, occurrence of official/governmental restrictions) over which the Party has no control (force majeure) or which directly prevents that Party from performing its obligations under the Contract shall relieve either Party from performing its obligations under the Contract for as long as such cause or circumstance exists.
2. The Parties agree that they will use their best endeavours to minimise the possibility of these causes and circumstances occurring and to remedy any damage or delay caused thereby as soon as possible.
3. In the event of non-availability of the Service due to force majeure, the Parties shall either agree on a new date within 6 months of the original booking for the provision of the Service or, if either Party notifies the other Party in writing that it is unable to provide the Service at another date, the Contract shall terminate immediately upon unilateral declaration by either Party to that effect.
4. If the performance of the services provided for in the Contract has become impossible due to force majeure, neither Party shall be liable for damages, the Parties shall be obliged to settle accounts with each other for the services performed up to that date, and the Parties shall be exempted from the performance of services that cannot be performed due to force majeure.

XXVI. Place of performance of the Contract and the applicable law and competent court in the Parties' legal relationship

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1. The place of performance of the Contract is the place where the accommodation is located.
2. The legal relationship between the Parties shall be governed by the provisions of Hungarian law.
3. In matters not regulated in these GTC the relevant Hungarian legislation, in particular the provisions of the Civil Code, shall apply.
4. In the event of a legal dispute, the Parties agree on the exclusive jurisdiction of the Kaposvár District Court or the Kaposvár Regional Court, depending on the value limit.

XXVII. Effective date of the GTC

1. By entering into the Contract, the Guest acknowledges that they have read and understood the terms and conditions of the GTC and agrees to be bound by them and to apply them in relation to the Contract.
2. By concluding the Contract, the Guest acknowledges that the GTC may be amended. The current version of the GTC is available on the website (www.hotelkardosfa.hu) of the accommodation.
3. The Parties unanimously declare that in the event of any discrepancy between the specific terms of the Contract and the GTC, the provisions of the Contract shall prevail.

These GTC are valid until revoked.

Dated: Kaposvár, 01 March 2022

Thank you for trusting us!
We wish you a good rest!



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