



A P A R T M A N  
**DANKA**

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**ENGLISH**  
**ENGLISCH**  
**ANGOL**

## Guest information

**Name of accommodation:**

Apartman Danka

**Address of accommodation:**

Hungary, 9740, Bükfürdő, Termál körút 1.

*GPS-Coordinates:*

47°22'53.8 "N 16°47'24.9 "E

**National Tourist Information Centre registration number (NTAK):**

MA20009714

**Type of accommodation according to NTAK:**

Private accommodation

**Accommodation operator:**

József Danka

**Availability of accommodation:**

Phone: +36 70 3866900

WEB: <http://apartmandanka.hu>

E-mail: [info@apartmandanka.hu](mailto:info@apartmandanka.hu)

**Opening hours and telephone availability:**

All year round (0-24)

**Arrival** (check-in): 14:00-24:00; **Departure** (check-out): until 10:00am

**Room types:**

*Large Apartment*

Maximum number of guests: 4 guests

Maximum number of adults: 3 adults

Maximum number of children: 3 children

*Medium Apartment*

Maximum number of guests: 3 guests

Maximum number of adults: 3 adults

Maximum number of children: 2 children

*Small Apartment*

Maximum number of guests: 2 guests

Maximum number of adults: 2 adults

Maximum number of children: 1 child

**Prices, taxes:***Apartment:*

35 EUR/person/night (13.650 HUF), 48 EUR/person/night (18.720 HUF)

Children under the age of 3 stay free of charge in the same room as their parents.

3-12 years: starting price 10 EUR/person/night (4.000 HUF)

*Local tourist tax:*

From 1 January 2024, 600 HUF/person/night (1.75 EUR), payable in addition to the room rate for everyone over 18 years of age

*Wi-Fi wireless internet access:*

FREE

*Parking:*

FREE

*Accommodation fee:*

600 HUF/person/night (1.75 EUR), payable in addition to the room rate for everyone over 18 years of age

*VAT + TDC:*

Value added tax 5%, tourism development contribution 4%, included in room rates.

**Important phone numbers:**

EU emergency: 112

**Bank:**

The OTP bank has a branch within 3.5 km of the apartment and an ATM within 350 m.

**Petrol station:**

Please ask staff for information on how to reach the petrol stations near the apartment.

**Electricity:**

230 Volt

**Lost and found:**

You can ask our staff for lost and found items.

**Trips:**

If you need information about excursions or shopping, the staff will gladly help you.

**Water:**

Tap water is potable throughout the whole area of Bükfürdő.

## **General Terms and Conditions**

These "General Terms and Conditions" govern the use of the accommodation and services of the Service Provider. According to the General Terms and Conditions, the operator, service provider, Apartman Danka - Danka József, 9740 Bükfürdő, Termál körút 1. hereinafter referred to as the Service Provider, concludes an accommodation contract with the persons using the services of private accommodation, contracting parties.

### Contracting parties

Buyer/Customer: A person who uses the services of the accommodation and purchases the services through the website <http://apartmandanka.hu>, accommodation intermediary sites (e.g. booking.com, szallas.hu) or through the Service Provider via e-mail [info@apartmandanka.hu](mailto:info@apartmandanka.hu) or by phone +36 70 3866900, who acknowledges and accepts the GTC and accepts them as binding for him/herself, hereinafter referred to as the Guest.

Service provider: Apartman Danka - Danka József private accommodation, hereinafter referred to as Service Provider

Electronic mail address: [info@apartmandanka.hu](mailto:info@apartmandanka.hu)

Telephone: +36 70 3866900

### 1. Purpose of the General Terms and Conditions

The General Terms and Conditions (GTC) contain the general terms and conditions of the legal relationship between the Service Provider and the Guest entering a contractual relationship with the Service Provider. Regarding matters not regulated herein, the Hungarian legislation and official regulations in force at the time and the provisions of the Civil Code shall apply to the activities of the Service Provider without any special stipulation.

### 2. Acceptance of the Terms and Conditions

The acceptance of the Terms and Conditions 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.

### 3. Scope of the Terms and Conditions

The Service Provider reserves the right to modify these 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. These GTC shall be in force from 1 January 2024 for an indefinite period.

### 4. Territorial scope of the service

The service operated by the provider can be accessed from both national and international locations.

### 5. Contractual concepts:

Customer: a person who uses the services of the accommodation and purchases services through the booking channels, who acknowledges and accepts the GTC and is bound by them, hereinafter referred to as the Guest

Service Provider: the provider of private accommodation services under the terms and conditions of these GTC, Apartman Danka - Danka József, Service Provider

The service: private accommodation service

Quotation: the written quotation of the Service Provider in response to a written or oral request from the Guest or a written request from the Guest or a request sent via an accommodation intermediary.

Reservation channels: the interfaces or facilities through which the guest can send a reservation request to the accommodation provider and the accommodation provider can send a confirmation to the guest. Among others: website, e-mail, telephone, intermediary sites (Booking.com, Szallas.hu, etc.)

Reservation: a reservation is a written confirmation of the Guest's written reservation sent by the Service Provider, which includes the subject, location, duration, and price of the service, as well as the details required to finalize the reservation, including the payment of the first night's accommodation.

Booking finalisation, validation: payment of the first night's accommodation costs as specified in the booking to secure the reservation. The Reservation is concluded after the payment of the first night's accommodation costs and is therefore a written Contract and constitutes automatic acceptance of the GTC and the Booking and Cancellation Conditions.

Terms of payment and cancellation: the terms of payment of the service provided by Apartman Danka - Danka József, the method of booking and payment, the schedule, the cancellation of the reservation and the non-refundable amount in case of cancellation.

The territorial scope of the service: The service operated by the Service Provider is available from both domestic and international locations.

6. The Service Provider provides the Service under the following conditions:

- 6.1. The apartments are mainly available for families and groups of friends. Maximum number of persons: 2, 3 or 4, depending on the type of room.
- 6.2. The Service Provider is staying in the Guest House in an apartment completely separated from the guests, You, as the Contracting Parties, are using one of the 3 apartments at Termál körút 1, Bükfürdő with bathroom, equipped kitchen, living-dining room, terrace furniture, parking, and services as private accommodation, for holiday and recreational purposes at your own risk.
- 6.3. We will do our best to ensure the safety of our guests, and we will draw their attention to possible sources of danger, but we cannot be held responsible for any personal belongings in the house or in the free parking area, or for any personal injuries or damage to the

house or its surroundings caused by improper use. You will be liable to pay compensation for any damage caused by you to the house, its furnishings, and surroundings.

6.4. In the event of a problem, we can be contacted on the website, at the telephone number and e-mail address provided in these GTC to assist you during your stay. We cannot accept any complaints after your departure.

7. How to request a quote or make a reservation:

7.1. The Service Provider will send a price quotation for the Guest's oral or written request for a quotation. The quotation may be amended by mutual written agreement. In the absence of a response to the quotation, the quotation will be cancelled after a 4-day grace period. By way of derogation, in the case of reservations made on the intermediary site, if the Service Provider does not confirm the amount of the reservation within 48 hours of the reservation, the reservation will be considered as a formal offer without confirmation.

7.2. The reservation is concluded upon the written confirmation of the Guest's booking by the Service Provider, after the payment of the total amount for the first night of the stay and is thus a written Contract and constitutes an automatic acceptance of the Booking and Cancellation Conditions and the GTC. The Guest accepts that the deposit paid in advance for the reservation cancelled by him/her at the time of validation of the reservation will not be refunded to the Guest by the Service Provider.

7.3. An oral reservation, agreement, modification, or oral confirmation by the Service Provider shall not have contractual value.

7.4. The content of the Contract includes the subject matter, location, duration, price, as well as the Booking and Cancellation Conditions and the applicable GTC.

7.5. Any amendment or addition to the Contract shall require the written agreement of the parties. Once a booking has been finalised and confirmed, it may be possible to reschedule it to another date or to change the number of persons, subject to availability.

7.6. The Service Provider guesthouse is free to change its advertised prices without prior notice, except where it is not committed to do so for a specific period.

7.7. Local tourist tax is payable on site on a per person per night basis in addition to the accommodation rate. The tourist tax is payable by persons aged 18-70 years. Current discounts, promotions and other offers are published on <http://apartmandanka.hu>.

7.8. The operator of the Guest House is not responsible or liable for the services (active holiday) advertised on the website and other forums and for accidents and damages occurring during these services. The services advertised are used at the Guest's own risk.

7.9. There is no refund for services booked but not used or modified during the Guest's stay (accommodation, brokered services).

8. Conditions of usage

8.1. Guests can check in from 14.00 to 24.00 on the day of occupancy. Check-out is until 10.00 a.m. on the last day of the stay. The check-out time may be extended by prior arrangement.

8.2. The Guest shall provide proof of identity upon arrival at the accommodation or before arrival in accordance with the legislation in force before booking the accommodation. By completing and signing the registration form, the Guest accepts the General Terms and Conditions of the accommodation and the posted Policies of the accommodation.

- 8.3. The Accommodation shall not be liable for any damage caused by the Guest. The costs of damage will be charged to the Guest.
- 8.4. If the guest wishes to occupy the accommodation before 9.00 on the day of arrival, this is only possible with prior agreement and 50 % of the previous night's accommodation fee will be charged.
- 8.5. Smoking is strictly prohibited in the house. There are designated smoking areas at the entrance and outside the room on the terrace. Violation of the smoking policy will be considered as damage and the cleaning and restoration (painting) costs will be charged to the guest.

## 9. Refusal to use accommodation, termination of contract

9.1. The Accommodation shall be entitled to terminate the contract and refuse to provide the service if the Guest

- default payment obligations
- the guest is not using the accommodation for its intended purpose
- suffering from a communicable disease
- under the influence of drugs
- unacceptable, immoral, violent, incompatible behaviour in the house and its surroundings
- in the event of causes beyond the control of the parties, so-called Force Majeure (war, fire, flood, adverse weather conditions, power failure, strike), over which the party has no control

## 10. Rights of the Guest

- 10.1. The Guest is entitled to use the Accommodation for its intended purpose within the scope of the Services.
- 10.2. The Guest is entitled to use the equipment and facilities of the accommodation.
- 10.3. In case of any problem during your stay, the service provider can be contacted by phone or in writing at [info@apartmandanka.hu](mailto:info@apartmandanka.hu) to solve the problem as soon as possible.
- 10.4. The Guest's right to lodge a complaint expires after leaving the accommodation.

## 11. Obligations of the Guest

- 11.1. The Guest shall pay for the services by the time and in the manner stipulated in the Contract.
- 11.2. Ensure that children under the age of 18 who are under your supervision are only allowed on the premises under adult supervision.
- 11.3. The guest is obliged to compensate the service provider for any damage caused by him/her, his/her companion, or persons under his/her supervision.

## 12. Rights of the Service Provider

- 12.1. The Service Provider shall be entitled to retain the amount of the first night's accommodation costs received for the accommodation service ordered and finalised by

the Guest but not used by the Guest, as set out in these GTC and in the Booking and Cancellation Conditions.

12.2. The Service Provider shall have the right to refuse or terminate the accommodation service in the event of the provisions of clauses 9.1.1-6.

### 13. Obligations and responsibilities of the Service Provider

13.1. The Service Provider is obliged to investigate the guest's complaint during the stay and take the necessary steps to solve the problem.

13.2. The Service Provider is obliged to provide the Guest with his/her telephone contact details to resolve any problems or questions that may arise during the stay.

13.3. The Service Provider is not responsible for any electrical equipment brought in by the guest, and the guest is responsible for any damage caused by the equipment.

13.4. The Service Provider shall not be liable for damage caused by the guest himself or for damage caused by the guest's own fault or for damage beyond the control of the guest.

13.5. The Service Provider shall not be liable for personal belongings, valuables, cash left in the public areas or rooms of the Service Provider.

13.6. The Service Provider is not responsible for valuables left in the Service Provider's free parking lot.

### 14. Payment and Cancellation Conditions

14.1. Reservations are valid upon acceptance of the Booking and Cancellation Conditions and the GTC, after the first night's stay has been paid in advance and confirmed. If the requested amount is not received by the indicated deadline, the Service Provider's obligation to offer and provide the service shall also cease.

14.2. Payment for the first night can be made by bank transfer, online or by SZÉP Card. The rest of the stay is payable the day before arrival by bank transfer or SZÉP Card, or in cash upon arrival. In case of cancellation, the first night's stay will not be refunded.

14.3. Any unforeseen costs related to the use of any payment method shall be borne by the Contracting Guest.

#### 14.4. Cancellation types

##### 14.4.1. Flexible (30 days for 60 days advance reservation, 14 days general)

Guests can cancel their reservation free of charge up to 30 or 14 days before arrival. Guests will be charged for the first night if they cancel within 30 or 14 days of arrival. If the guest does not show up, they will be charged the full price. The guest will be charged in advance for the first night within 30 or 14 days of arrival.

##### 14.4.2. Non-refundable

Guests will be charged the full price if they cancel the reservation at any time. If the guest does not show up, he/she will be charged the full price. The guest will be charged the full price in advance at any time.

##### 14.4.2.1. Date change for non-refundable bookings

- Once per booking, 7 or more days before check-in
- Same or higher price as the original reservation
- Same booking conditions and room type
- Depending on availability

#### 14.5. Exemption from the cancellation fee

Grace period:



- No fee will be charged if the reservation is cancelled within 24 hours of making it.

Early cancellation:

- No fee is payable if cancelled at least 30 or 14 days before arrival.

#### 14.6. Policies for children

- Children of any age can stay here.
- Free accommodation for minors aged 2 and under
- Accommodation costs 10 EUR per child and per night (4.000 HUF) for minors over 3 years old and under 12 years old.
- Children (2 years old and younger) stay free of charge in a free cot
- Extra bed not available

#### 15. Data protection

The Service Provider attaches importance to the protection of personal data and takes all security, technical and organizational measures to guarantee the security of the data and stores the guest data in accordance with the Privacy Policy. In fulfilling its obligations under the Contract, the Service Provider shall comply with the applicable legislation on the protection of personal data and the disclosure of data of public interest (currently: Act LXIII of 1992) and the relevant provisions of the Act CXII of 2011 on the Right to Information Self-Determination and Freedom of Information on data protection. The Guest acknowledges that the Service Provider is obliged by law to provide the requesting authority with the data required by law. The Service Provider shall publish its data protection principles in a separate Privacy Policy attached to these GTC.

## Policies

1§ To ensure your holiday is a pleasant one and to avoid any misunderstandings, we would like you to familiarise yourself with our policies. Failure to comply with the policy will result in cancellation of the reservation and payment of the full amount, regardless of any previous departure.

2§ Upon arrival, the guest is obliged to hand over his/her personal documents (passport or ID card, voucher) to the staff for the purpose of official recording. The staff is obliged to return the personal documents to the guest immediately after scanning the documents (VIZA system).

3§ The owner and staff are at your disposal with any information and assistance you may need during your stay. We recommend that any complaints about the quality of the accommodation are brought to the attention of the staff immediately upon arrival.

4§ In case of loss of keys, guests are obliged to report it immediately and reimburse the cost of the keys or the change of the lock to the accommodation provider.

5§ Only the number of guests agreed in advance may use the accommodation. Travel cots or cots for infants can be provided upon prior notice. The accommodation provider is entitled to check that the number of guests staying in the accommodation is the number of persons booked and paid for in advance without prior notice.

6§ Guests are responsible for the cleanliness of the accommodation and are obliged to keep it clean. Wet clothes and towels should be placed on the clothes dryer and not on the railing of the apartment or on chairs etc. Please keep the apartment tidy and clean. Please do not leave any unwashed dishes or rubbish in the apartment or room on departure. Please do not leave any rubbish bags, cleaning products or toilet paper in the apartment or in the kitchen.

7§ The apartment has an equipped kitchen. Please take care of cleanliness! Do not put metal dishes in the microwave oven! Meals are not provided.

8§ On request, guests can borrow an iron, an ironing board, shoe care products, an umbrella, and a sewing kit free of charge.

9§ Guests are not allowed to move around furniture in the apartment without prior arrangement. Please eat at the dining table in the rooms. It is forbidden to take furniture out of the apartments! The apartments will be inspected upon arrival and departure. In case of damage, we will settle the damage with the guest on the spot.

10§ When leaving the apartment, the TV and air conditioner switch must be left in the room. Please close the doors and windows when leaving the apartment. The use of air conditioning (AC) is allowed only during the stay in the apartment, behind closed windows and doors. The use of air conditioning is optional and is free of charge.

11§ The accommodation fee includes utility charges and other overheads, bed linen with blankets, weekly change of bed linen for stays longer than one week and on request, and final cleaning. The owner is not obliged to clean the accommodation during the stay.

12§ The guest is responsible for his/her personal belongings and valuables if left in the accommodation and is liable for their possible loss. The owner is not liable. If you leave the apartment, you must lock the door and windows.

13§ Pets are allowed only with the owner's permission and with a surcharge. The guest is obliged to take care that the pet does not cause any damage to the objects placed in the house, in the apartment, courtyard, house, in the immediate vicinity.

14§ You are not allowed to bring weapons, highly flammable or explosive materials, or materials with a strong and unpleasant smell, or appliances for preparing food (hotplates, etc.) or other electrical appliances (fans, etc.) into the accommodation without the consent of the owner.

15§ Smoke and carbon monoxide detectors are installed in the accommodation. In case of emergency, an audible alarm is emitted. Smoking is only allowed in designated areas. Strictly forbidden inside the building!

16§ Garbage is stored in a container in the kitchen, which must be emptied regularly by the guest. Mixed waste is collected in the bin by the entrance. Waste is delivered weekly on Friday mornings. The owner puts the bin out, this is not the responsibility of the guest.

17§ The accommodation fee can be paid on arrival in cash, by bank transfer or by OTP -SZÉP card. If you wish to leave the accommodation earlier than the duration of the reservation, the accommodation fee will not be refunded.

18§ The accommodation is protected by an alarm and camera system. They have been installed exclusively to protect the property. The images of the camera recordings are not stored, they are automatically deleted! They can only be used by order of an official body / police / court.

19§ Please ensure that equipment and utensils are used for their intended purpose. You must compensate the service provider for any damage or vandalism caused intentionally. The guest is not required to pay a security deposit in advance.

20§ Our apartment is not a party venue! Please refrain from disorderly conduct and loud noise. Night-time quiet period is from 22:00 in the evening until 08:00 in the morning.

21§ You will find a small first aid kit in the corridor. In case of a major emergency, call the emergency number 112. In case of fire, use the extinguisher in the designated place to start the rescue immediately and call the fire brigade on 105 and then the accommodation provider. Leave the accommodation by the escape route posted on the door.

22§ When you leave the accommodation permanently, the keys must be handed in to the accommodation provider or left in the letterbox. Please inform the accommodation provider in advance of the time and method of this.

We wish all our guests a pleasant stay.

## Information on the mandatory recording of personal data

Under the terms of operative legislation, from 1st September 2021, certain personal data required by law shall be recorded for guests using accommodation services in Hungary in property management software with the aid of a document reader and be transmitted to a storage space, the Closed Guest Information Database (VIZA in Hungarian).

To protect the rights, security and property of the data subject and others, and to verify compliance with the residence provisions applicable to the residence of third-country nationals and persons with a right of free movement and of residence, the accommodation service provider shall record the following data for the guest in the property management software when they check in:

- first name and family name;
- first name and family name at birth;
- place of birth;
- date of birth;
- sex of guest;
- citizenship;
- mother's first name and family name at birth;
- identification data on personal identification document or travel document;
- for third-country nationals\*, number of visa or residence permit, and date and place of entry into Hungary

\*third-country national: a person described in Act II of 2007 on the admission and right of residence of third-country nationals.

For recording the data, guests over the age of 14 using the accommodation service shall present their identification documents to the accommodation service provider. Data not listed on the document need not be recorded. If the document is not presented, accommodation service providers shall refuse to provide the accommodation service. As authorised by legislation, accommodation service providers are entitled to ask for the personal identification documents of guests over the age of 14 and guests must comply with this request.

For guests younger than 14, the accommodation provider may record the above data based on data provided by the guest's representative (e.g. parent, guardian).

The accommodation service provider shall process the guest data by the last day of the first year following that in which they acquired them, for the purpose stipulated by law. The police may perform searches of the data stored with asymmetric encryption in the storage space defined by law, i.e. the VIZA system, for the purpose of law enforcement, crime prevention, maintaining public order, public safety, secure border crossing, and for the protection of the rights, safety and property of the data subject and others, as well as for executing warrant procedures.

### APPLICABLE LAWS:

- Act CLVI of 2016 on state functions pertaining to the development of tourism regions;
- AGov. Decree 235 of 15 October 2019 on implementation of the act on the responsibilities of the state regarding development of tourism regions;
- Aov. Decree 414 of 23 December 2015 on the rules for issuing identity cards and on the uniform recording of likenesses and signatures.

# Data Protection Policy

## 1. INTRODUCTION

**Apartman Danka** (hereinafter referred to as the "Data Controller") pays special attention to the protection of personal data, compliance with mandatory legal provisions, safe and fair processing.

### a) Data of the Data Controller:

*Company name:* Apartman Danka

*Location:* 9740, Bükfürdő, Termál Krt. 1.

*Operator:* József Danka

The Data Controller shall in all cases process the personal data provided to it in compliance with the applicable Hungarian and European legislation and ethical requirements and shall in all cases take the technical and organisational measures necessary for the proper and secure processing of the data.

These rules are based on the following legislation in force:

- Act Nr. CXIX. and CXIX. of 1995 on the processing of name and address data for the purposes of research and direct business acquisition
- Act Nr. XLVIII. of 2008 on the basic conditions and certain restrictions for commercial advertising
- Act Nr. CXII. of 2011 on the Right to Informational Self-Determination and Freedom of Information
- Regulation (EU) No 2016/679 of 27 April 2016 on the protection of natural persons about the processing of personal data and on the free movement of such data, and repealing Regulation (EC) No 95/46

The Data Controller undertakes to unilaterally comply with this Policy and requests that its customers also accept its provisions. The Data Controller reserves the right to change the Privacy Policy, in which case the amended Privacy Policy will be published publicly.

### b) Personal scope

This Policy applies to the data controller, to the persons whose data are included in the processing covered by this Policy and to the persons whose rights or legitimate interests are affected by the processing.

### c) Material scope

This Policy applies to all processing of personal data carried out by all departments of the data controller.

## 2. INTERPRETATIVE PROVISIONS

In our policy, data protection terms have the following meanings:

*Personal data:* any data that can be associated with a specific natural person (identified or identifiable) (hereinafter referred to as 'data subject'), and any inference that can be drawn from the data concerning that data subject. Personal data shall retain this quality during processing for as long as the link with the data subject can be re-established. A person shall be regarded as identifiable where he or she can be identified, directly or indirectly, by reference to a name, an identification mark or to one or more factors specific to his or her physical, physiological, mental, economic, cultural or social identity.

*Consent:* a voluntary and explicit expression of the data subject's wishes, based on appropriate information, by which he or she gives his or her unambiguous consent to the processing of personal data concerning him or her, either in full or in relation to specific operations.

*Objection:* a statement by the data subject objecting to the processing of his or her personal data and requesting the cessation of the processing or the deletion of the processed data.

*Data Controller:* the natural or legal person or unincorporated body which, alone or jointly with others, determines the purposes for which the data are to be processed, takes and implements decisions regarding the processing (including the means used) or has them implemented by the Data Processor.

*Data processing:* any operation or set of operations which is performed upon data, regardless of the procedure used, in particular collection, recording, recording, organisation, storage, alteration, use, consultation, disclosure, transmission, alignment or combination, blocking, erasure and destruction, as well as prevention of further use of the data, taking of photographs, sound or image recordings and recording of physical characteristics which can be used to identify a person.

*Transfer:* making data available to a specified third party.

*Disclosure:* making the data available to anyone.

*Data erasure:* making data unrecognisable in such a way that it is no longer possible to recover it.

*Data marking:* the marking of data with an identification mark to distinguish it.

*Data blocking:* the marking of data with an identifier to limit its further processing permanently or for a limited period.

*Data destruction:* the complete physical destruction of the medium containing the data.

*Data processing:* the performance of technical tasks related to data processing operations, irrespective of the method and means used to perform the operations and the place of application, provided that the technical task is performed on the data.

*Data processor:* a natural or legal person or unincorporated body which processes data based on a contract, including a contract concluded pursuant to a legal provision.

*Data set:* the set of data managed in a single register.

*Third party:* a natural or legal person or unincorporated body other than the data subject, the controller, or the processor.

*EEA State:* a Member State of the European Union and another State party to the Agreement on the European Economic Area, and a State whose nationals enjoy the same status as nationals of a State party to the Agreement on the European Economic Area under an international treaty between the European Union and its Member States and a State not party to the Agreement on the European Economic Area.

*Third country:* any state that is not an EEA state.

*Data breach:* unlawful processing or handling of personal data, in particular unauthorised access, alteration, disclosure, transmission, disclosure, erasure or destruction, accidental destruction, or accidental damage.

### **3. DATA PROCESSING SUB-POLICIES**

Personal data may only be processed if the data subject consents or if it is required by law or - based on a statutory authorisation and within the scope specified therein - by a local government decree.

Personal data may be processed only for specified purposes, for the exercise of rights and the performance of obligations. The processing must comply with this purpose at all stages.

Only personal data, which is necessary for the purpose of the processing, is adequate for the purpose, and is processed only to the extent and for the duration necessary for the purpose.

Personal data may be transferred, and the different processing operations may be combined if the data subject has given his or her consent or if the law permits it and if the conditions for processing are met for each individual personal data item.

Personal data may be transferred from the country to a controller or processor in a third country, irrespective of the data medium or the means of data transfer, if the data subject has given his or her explicit consent or if the law allows it and the third country ensures an adequate level of protection for the processing of the personal data transferred.

In the case of mandatory data processing, the purpose and conditions of data processing, the scope and accessibility of the data to be processed, the duration of data processing and the identity of the controller are determined by the law or municipal decree ordering data processing.

The law may order the disclosure of personal data in the public interest, by expressly indicating the scope of the data. In all other cases, disclosure requires the consent of the data subject, or in the case of sensitive data, written consent. In case of doubt, it shall be presumed that the data subject has not given his or her consent.



The consent of the data subject shall be deemed to be given in respect of the data communicated by him or her during his or her public activities or transmitted by him or her for the purpose of disclosure.

In a procedure initiated at the request of the data subject, his or her consent to the processing of the data should be presumed. This fact shall be brought to the attention of the data subject. The data subject may also give his or her consent in the context of a written contract with the Data Controller for the performance of the contract. In this case, the contract must contain all the information that the data subject needs to know in relation to the processing of personal data, in particular the identification of the data to be processed, the duration of the processing, the purposes of the processing, the transfer of the data, the use of a processor. The contract must state unambiguously that the data subject, by signing it, consents to the processing of his or her data as provided for in the contract.

The right to the protection of personal data and the privacy rights of the data subject must not, unless an exception is provided for by law, be prejudiced by other interests in the processing, including the disclosure of data of public interest.

#### **4. THE BASIS FOR DATA PROCESSING**

The processing of personal data by the Data Controller during its activities is always based on law or voluntary consent. In some cases, in the absence of consent, processing is based on other legal bases or on Article 6 of the Regulation.

The Data Controller does not record the user's IP address or any other personal data when visiting the websites operated by the Data Controller.

The html code of the websites operated by the Data Controller may contain independent links from and to external servers for web analytics purposes. The measurement also includes tracking of conversions. The web analytics provider does not process personal data, only browsing-related data that cannot be used to identify individuals. Currently, the web analytics services are provided by Alphabet Google Inc., 1600 Amphitheatre Parkway, Mountain View, CA 94043, as part of the Google Analytics service.

The Data Controller runs so-called remarketing ads through the Google AdWords advertising systems of META and Alphabet. These providers may collect or receive data from the Controller's website and other internet sites using cookies, web beacons and similar technologies. They use this data to provide measurement services or to target advertisements. Such targeted advertisements may appear on additional websites in the META and Alphabet partner network. Remarketing lists do not contain any personal data of the visitor and are not personally identifiable.

The user can delete the use of cookies from his/her own computer or prohibit their use in his/her browser. These options depend on the browser but are typically available in the Settings / Privacy menu.

For more information about Google and META's privacy policies, please visit <http://www.google.com/privacy.html> and <https://www.facebook.com/about/privacy/>

#### **5. THE SECURITY OF DATA PROCESSING**

The website operator:

Apartman Danka

9740, Bükfürdő, Termál Krt. 1.

info@apartmandanka.hu

Mobile: +36 70 3866900

In particular, the Data Controller shall protect the data against unauthorised access, alteration, disclosure, deletion, or destruction and against accidental destruction or accidental damage. The Data Controller, together with the server operators, shall ensure the security of the data by technical, organisational, and organisational measures that provide a level of protection appropriate to the risks associated with the processing.

### **Data security**

The data controller shall take all necessary security, organisational and technical measures to ensure the highest level of security of personal data and to prevent their unauthorised alteration, destruction, or use.

The Apartment House will take all necessary measures to ensure data integrity, i.e. the accuracy, completeness, and up-to-date status of the personal data it handles and/or processes.

The data controller shall protect the data on its own server by appropriate measures, against unauthorised access, alteration, disclosure, publication, deletion or destruction, accidental destruction, damage, and loss of access due to changes in the technology used.

The Apartment House therefore reserves the right to inform its customers and partners of any security vulnerabilities it detects in its system, and at the same time to restrict access to the Service Provider's system, services or certain of its functions until the vulnerability is resolved. The data manager uses continuous mirroring and other techniques to prevent data loss on the server to ensure the security of data stored on the network.

The Apartment House makes regular daily backups of active data from databases containing personal data.

On the network where personal data is processed, the data controller ensures ongoing virus protection.

Access to the data and data files managed on the data manager's network shall be granted by means of a username and password differentiated according to the privileges.

## **6. THE RIGHTS OF DATA SUBJECTS**

The data subject may request information on the processing of his or her personal data, as well as the rectification or - except for processing required by law - the erasure of his or her personal data, by following the link in the footer of the newsletter or by contacting the Data Controller.

At the request of the data subject, the Data Controller shall provide information on the data processed by it, the purpose, legal basis and duration of the processing, the name, address (registered office) and activity of the data processor, as well as the persons who receive or have received the data and the purposes for which the data are received or have been received.

The Data Controller shall provide the information in writing, in an intelligible form, free of charge, within the shortest possible period from the date of the request, but not later than 25 days.

The Data Controller is obliged to correct personal data that is not accurate.

The Controller shall destroy the personal data if the processing is unlawful, if the data subject requests it, if it is incomplete or inaccurate - and this situation cannot be lawfully rectified - provided that erasure is not excluded by law, if the purpose of the processing has ceased, if the statutory period for storing the data has expired or if it has been ordered by a court or the Data Protection Commissioner.

It shall notify the data subject of the rectification and erasure and all those to whom it has previously disclosed the data for processing purposes. Notification may be omitted if this does not harm the legitimate interests of the data subject having regard to the purposes of the processing.

The data subject may object to the processing of his or her personal data if the processing (transfer) of the personal data is necessary solely for the purposes of the exercise of a right or legitimate interest pursued by the controller or the recipient of the data, unless the processing is required by law, the use or transfer of the personal data is for direct marketing, public opinion polling or scientific research purposes, or the exercise of the right to object is otherwise permitted by law.

The Data Controller shall examine the objection within the shortest possible time from the date of the request, but not later than 15 days, and inform the applicant in writing of the outcome of the examination, with the simultaneous suspension of the processing. Where the objection is justified, the controller shall be obliged to terminate the processing, including further recording and transmission, and to block the data, and to notify the objection and the measures taken on the basis of the objection to all those to whom the personal data concerned by the objection have been previously disclosed and who are obliged to take action to enforce the right to object.

The most important is the right to data portability. Based on this right, the data subject is entitled to receive personal data concerning him or her which he or she has provided to the Apartman House in machine-readable format and to transmit these data to another controller without hindrance from the controller to which he or she has provided the personal data. In the context of data processing on the Internet, it is not sufficient to ensure the right to erasure, as data are not only stored by one controller but also by many other data carriers, and search engines will now make previously stored versions available. The rules of the new General Data Protection Regulation should also allow the data subject to be able to erase data at all possible access points, given the specificities of the internet, as this is the only way to ensure the effective exercise of the right.

### **The Data Protection Officer and the Privacy Policy**

Apartman Danka appoints an internal data protection officer under its direct supervision, whose duties include:

- Contribute to or assist in the taking of decisions relating to data processing and to ensure the rights of data subjects.
- It shall monitor compliance with the provisions of this Act and other legislation on data management, as well as the provisions of the data protection and data management policy and data security requirements.
- It investigates the notifications it receives and, if it detects unauthorised processing, calls on the head of the controller or the processor to put an end to it.
- Keeps internal data protection records.
- Ensures that data protection education is provided.

## Remedies

You may object to the processing of your personal data if.

- the processing or transfer of personal data solely for the purposes of complying with a legal obligation to which the Service Provider is subject, or
- is necessary for the legitimate interests of the Service Provider, the data recipient or a third party, unless the processing is required by law;
- the personal data are used or disclosed for direct marketing, public opinion polling or scientific research purposes;
- in other cases, specified by law.

The apartment building shall examine the objection within the shortest possible time from the date of the request, but not later than 15 days, and shall decide whether the objection is justified and inform the applicant in writing of its decision. If the apartment building establishes that the objection of the data subject is well-founded, it shall terminate the processing, including further recording and transmission of the data, and block the data, and shall notify the objection and the measures taken on the basis of the objection to all those to whom it has previously transmitted the personal data concerned by the objection and who are obliged to take action to enforce the right to object.

If the person concerned does not agree with the decision of the apartment house, he or she may appeal against it to the courts within 30 days of its notification.

The data subject may take the controller to court or the data protection authority if his or her rights are infringed. You can lodge a complaint or a legal remedy at the following contact details:

Name: National Authority for Data Protection and Freedom of Information

Address: 1125 Budapest, Szilágyi Erzsébet fasor 22/c.

Telephone: 06- 1-391-1400

Fax: 06-1-391-1410

E-mail: [ugyfelszolgalat@naih.hu](mailto:ugyfelszolgalat@naih.hu)

Website: [naih.hu](http://naih.hu)

## Information about the camera system in Apartman Danka

There is an electronic surveillance and recording system in the Apartman Danka.

The cameras, which are part of the electronic surveillance system, were installed on the exterior of the Apartman Danka, in the access road, parking lots and staircase. The camera recordings are not stored, they are automatically deleted! They can only be used by order of an official body / police / court.

## The controller of the personal data:

Apartman Danka (9740, Bükfürdő, Termál Krt. 1.)

## Purpose of the processing:

To protect human life, physical integrity, and property, to prevent and detect violations and incidents, to catch the perpetrator in the act and to prove violations, to identify unauthorised

persons entering the Apartman Danka premises, to record the fact of entry, to document the activities of unauthorised persons, to investigate the circumstances of any accidents at work and other accidents.

**Legal basis for processing:**

The consent of the data subject is obtained by entering the territory of Apartman Danka, and in accordance with Article 30 of Act CXXXIII of 2005 on the rules of personal and property protection and private investigation (Act on the rules of private investigation).

**Scope of the data processed:**

Portraits and other personal data of persons entering the territory of Apartman Danka, as they appear in the photographs.

**Duration of processing:**

Image recordings: 24 hours in the absence of use. Personal data: for the period specified by law.

The person recorded may request information about the processing of their data and may request the deletion and blocking of their recordings or object to the processing of their data. The data subject may submit his or her comments to Apartman Danka, exercise his or her rights before the courts in accordance with the GDPR and Act CXII of 2011, or lodge a complaint with the National Authority for Data Protection and Freedom of Information.

If you have a problem with the data processing of Apartman Danka, please contact our data protection officer: [info@apartmandanka.hu](mailto:info@apartmandanka.hu)

Bükfürdő, 2024.01.01.

Prepared by:

József Danka

Operator, Data Protection Officer

## **Supervisory authorities**

*Municipality of Bük*

9737 Bük, Széchenyi u. 44.

Telefon: +36-94/358-006

Fax: +36-94/558-312

E-mail: buk@t-online.hu

Website: www.buk.hu

*Notary of the town of Bük*

Dr Ágnes Tóth

9737 Bük, Széchenyi u. 44.

Phone: +36 94/558-040

Fax: +36 94/558-312

E-mail: toth.agnes@buk.hu