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# VILA SILVIA

## SOVATA

### SERVICE FRAMEWORK CONTRACT

#### ART.1 CONTRACTING PARTIES

1. **VIA SUPER CLIN S.R.L.**, headquartered in Tg.Mures, str. Libertatii, nr. 128, code 540243, WORKING POINT SOVATA, STR. VERII NR. 2 – VILA SILVIA, registered at Mures Trade Registry under the no. J 26/506/2017, tax identification code RO 37309596, account IBAN LEI: RO25RNCB0188158283400001, IBAN EURO RO95RNCB0188158283400002, opened at Banca BCR, represented by administrator Vlas Daniela Silvia, as **PROVIDER**

2. **Mr./Mrs./Legal entity** \_\_\_\_\_, with home / office at \_\_\_\_\_ (city), street \_\_\_\_\_, no. \_\_\_\_\_, county \_\_\_\_\_, country \_\_\_\_\_, identified with (ID/registration no.) \_\_\_\_\_, fiscal no. \_\_\_\_\_, bank account no. \_\_\_\_\_, bank \_\_\_\_\_, legally represented (by case) by \_\_\_\_\_, as **BENEFICIARY**,

Agreed the acceptance and conclusion of this framework contract, in the following form and conditions.

#### ART.2 SCOPE OF THE CONTRACT AND TERM OF THE CONTRACT

1. The object of the contract is the delivery of travel services for hotel accommodation. The PROVIDER will make available to the BENEFICIARY, the entire range of services and accommodation subject to the order or reservation.
2. The BENEFICIARY undertakes to hand over the rooms, in the ordered and accepted structure, in accordance with the standard and classification issued by the competent authority, and the beneficiary undertakes to pay the price, in accordance with the terms of the contract.
3. The contract takes effect from the date of signing the contract until the date of \_\_\_\_\_. The contract term may be extended at the request of the beneficiary, depending on the availability of accommodation.

#### ART.3 PARTIES' OBLIGATIONS

##### A. The PROVIDER undertakes to:

1. To inform the potential recipients about the TERMS and CONDITIONS of PROVIDING accommodation services at VILA SILVIA, DOCUMENTS which are in annex 1 to THIS FRAMEWORK CONTRACT. These documents are also displayed on its own page of internet [www.vilasilvia.ro](http://www.vilasilvia.ro) and physically, at the address of the villa: Sovata City, str. Verii nr.2.
2. To ensure the tourists all services and accommodation conditions provided for by the commercial offer, in standard or negotiated conditions.
3. To offer all other facilities subject to a charge, at the request of the tourists, if they wish to benefit of them.
4. To respond through acceptance or refusal, within 24 hours of receiving the order.
5. To denounce not unilaterally the contract in the period of validity (booking cancellation), only in the conditions shown in Annex 1.
6. The provider undertakes to settle promptly any complaints addressed before the end of clients' stay period, any other complaints received after this term will not be taken into account.
7. To issue the booking confirmation document as a result of a request from the beneficiary. This document will constitute the annex 2 of the framework contract

##### B. The BENEFICIARY undertakes to:



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1. To issue the orders with a minimum of 10 days prior to the commencement of the tourists' stay period, in the case of organized groups, and with at least 24 hours prior to tourists' arrival, in the case of individual tourists. For every order, the Beneficiary will receive a document with a confirmation number.
2. To pay the accommodation price and other services under the conditions listed in Annex 1.
3. To denounce not unilaterally the contract.
4. To transmit the entire commercial correspondence in writing, via email and to confirm the telephone notes.

#### ART.4 TERMS OF BOOKING AND SERVICES PAYMENT

1. Payment shall be made in LEI or in EURO, in service provider's account, by payment order issued on the basis of booking confirmation document and advance invoice communicated by the provider, or in cash at the units' cashier office.
2. The final bill will be delivered to the beneficiary up to the date of tourists' stay period conclusion, personally or by courier.
3. In order to guarantee the bookings, the provider may require a minimum payment of 30% prepayment of the ordered services counter value, which will be done by the beneficiary within maximum 5 working days from the moment of receipt by email of the booking confirmation document.
4. For individual tourists, whose payment has not been made in advance, they will pay directly at the reception of the villa.
5. The amounts paid in addition by the beneficiary, arising from the waiver by the tourists of some services paid in advance, other than accommodation and meals, will be reimbursed.
6. Conditions of reservation's cancellation are detailed in Annex 1 to this framework contract.
7. If reservations for the services offered by the PROVIDER are made by travel agents (representatives or intermediators of the final beneficiaries of these services), tourists who benefit from these services will be directly and jointly liable to the travel agency until full payment of the services rendered. In case of non-payment, the PROVIDER reserves the right to direct the final beneficiary of the services.

#### ART.5 RATES AND PRICES

1. Rates are displayed at the villa's reception. Charges will be communicated by the provider to the beneficiary by written offers, which are annexes of this framework contract, namely by the booking confirmation document.
2. In case if the beneficiary issue additional orders, which are not subject of a written offer given by the provider, the latter undertakes to respond to the order by a price offer within 24 hours of notification, offer which constitute the order acceptance. The exceed of this period constitutes the rejection of the order.
3. Children accompanied by their parents are charged as follows:
  - free of charge, in the same room with the parents, one child aged 0 to 3 years, without extra bed (using the existing beds);
  - one child aged 0 to 3 years, in the same room with the parents, with extra bed is charged with 16 euro per night ;
  - one child aged 4 to 12 years, with extra bed is charged with 21 euro per night;
  - children at the age of 12 years and over, will pay the full price of a stay period;
  - maximum capacity of extra beds in one room is of one bed;

#### ART.6 SPECIAL CLAUSES



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1. This contract is a framework contract, commercial offer. The order and the acceptance are part of the contract and are annexes of it.
2. In case of a force majeure situation, which delays the tourists' arrival at the announced and reserved date, another period will be jointly established, without charging any penalties.
3. In case of a reservation cancellation, the conditions for the reimbursement of sums paid in advance are described in Annex 1 to this framework contract.

### ART.7 FORCE MAJORE

1. In the event of force majeure, the parties shall be released from liability.
2. By force majeure, the parties understand an external, unforeseeable and unavoidable event, leading to the impossibility of fulfilling the assumed obligations.
3. Force majeure shall be observed according the law and shall be put into the attention of the other party within 10 days after occurrence or termination, under penalty of damages incurred as a result of non-communication.
4. Cases of force majeure are those of the practice of International Court of Arbitration in Paris and contained in the Uniform Rules and Usages (URU) of this Court.

### ART.8 PRIVACY POLICY

The information provided by the clients is intended for use by VILLA SILVIA SOVATA, which may be able to transmit all or part of this information to its trading partners for the purpose of processing orders, delivery of products and / or services ordered by clients. The collected personal data collected by VILLA SILVIA SOVATA will not be sold or communicated to others for advertising purposes.

According to the requirements of Regulation (EU) 2016/679 of the European Parliament for the Protection of Individuals with regard to the Processing of Personal Data and Free Movement of such Data, VILLA SILVIA SOVATA administers safely and only for the specified purposes, the personal data you provide about yourself, a member of your family or another person . **The purpose of data collection is to process reservations within the accommodation space.**

You are required to provide the data, which is necessary to be able to reserve the requested services. Your refusal determines the impossibility of booking.

According to Regulation (EU) 2016/679 of the European Parliament, enjoy the right of access, data interference, the right not to be subject to an individual decision and the right to appeal to justice. At the same time, you have the right to oppose the processing of personal data that you are interested in and to request data deletion \*. For the exercise of these rights, you can address with a written, dated and signed application (address: Sovata, str. Verii nr.2) or by e-mail to [contact@vilasilvia.ro](mailto:contact@vilasilvia.ro). Your right to address to justice is also recognized. Your data will not be transferred abroad.

If any of your data is incorrect, please inform us as soon as possible.

#### Observation:

\* anyone has the right to oppose legitimate data processing. This right of opposition may be excluded for certain processing provided by law (eg, processing by financial and fiscal services, police, justice, social security). Consequently, this processing is not binding;

\* Everyone has the right to oppose, free of charge and without any justification, the processing of his or her personal data for direct marketing purposes.

**By signing this agreement, I declare that I have learned about the Privacy policy, documents that are available on [www.vilasilvia.ro](http://www.vilasilvia.ro) - menu Privacy Policy**



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**ART.9 FINAL CLAUSES**

1. This agreement is governed by the Romanian law.
2. In the event of a dispute, the Parties shall try the amicably settlement, after which they will address to the competent courts of provider's headquarters.
3. The contract shall enter into force on the date of its signing by the parties and is valid up to the expiration date of the stay period.

Through the payment of accommodation charges stipulated in the booking confirmation document, the client confirms that he read, understood and agrees to comply in full with the terms of this contract, the TERMS AND CONDITIONS FOR PROVIDING accommodation SERVICES at VILA SILVIA.

**Date of signing** \_\_\_\_\_.

**PROVIDER**

**VIA SUPER CLIN S.R.L.**

**BENEFICARY**

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