

General Terms and Conditions for the services of Andrásy Kúria & Spa

1. Scope

1.1. Personal and material scope

The general terms and conditions (hereinafter referred to as GTC) apply to all the services generally related to the accommodation, restaurant and other accommodation services provided to all the private individuals, legal persons or organisations without legal personality as the hotel or restaurant guests (hereinafter referred to as Guest) of Andrásy Kúria & Spa (hereinafter referred to as Hotel).

Furthermore, this GTC applies to, unless otherwise agreed in writing, the long-term seasonal price agreements signed with travel agencies and wholesalers conveying the services of the Hotel to third parties via the Internet and in other ways. Travel agencies and wholesaler Customers are entitled to conduct sales via the Internet only if a separate contract relating to this is signed.

This GTC is understood by the hotel guest acting as Customer with signing the registration card filled in during the Hotel check-in, by the restaurant Guest with the use of the service, and by other Customers with the conclusion of specific agreements. The Hotel considers any agreement concluded between the Customer and the Hotel in oral or written form on the booking to be a specific agreement.

The Hotel and the Customer accept the scanned electronic version of the contracts, signed or electronically signed, as the document of probative value identical to the original document.

1.2. Duration:

The Hotel is entitled to modify this GTC unilaterally any time, but it shall also notify the Customers having a signed specific agreement in writing at least 15 (that is, fifteen) calendar days before the planned entry into force of the modification by sending them the modified GTC or, depending on their choice, sending them the notice to find the modified GTC on the website of the Hotel. If the Customer does not communicate any contradictions or objections within 15 (fifteen) calendar days following the notification, the new GTC shall be considered adopted by the Customer. If the Customer communicates any contradictions or objections in relation to the modifications, the Hotel is entitled to terminate the signed specific agreement with immediate effect within 5 (five) business days following the receipt of the contradiction or the objection. If the Hotel does not exercise its right of termination within 5 (five) business days following the receipt of the objection, the content of the GTC preceding the modification shall apply to the specific agreement.

1.3. If the Customer and the Hotel do not agree otherwise in their specific agreement in writing, the Parties consider the provisions of this GTC to be guiding.

2. Conclusion of the contract, contracting parties, responsibility

2.1. If the services of the Hotel are ordered directly by the Guest or the representative of the Guest, the Guest shall be the contracting party as well as the party ordered to pay (hereinafter referred to as Customer).

2.2. If the Order is placed by a third party (hereinafter referred to as Intermediary) on behalf of the Guest, the Intermediary shall be the contracting party as well as the party ordered to pay, that is, the Customer. The Hotel is not obliged to examine if the Intermediary represents the Guest lawfully.

2.3. If the services of the Hotel are ordered by a third party in the name and for the costs of the Guest, the third party (hereinafter referred to as Authorised Representative) is obliged to prove their capacity as authorised representative to the satisfaction of the Hotel. In such cases, the Contracting Party as well as the party ordered to pay is the Guest.

2.4. If the Customer is not the same as the Guest, they shall jointly take full responsibility to perform all the obligations outlined in the contract for the Hotel.

2.5. The Customer is responsible for the payment of any extra services used by the participants of the event, furthermore, the Customer shall be liable for any damage caused by their co-workers, helpers, participants of their events or the Customer in the building housing the event or in its furnishings or equipment.

2.6. Validity of the hotel offer

2.6.1. Unless otherwise agreed in writing, if individual accommodation service is ordered, that is, no more than 9 (nine) rooms are booked for the same period, the Hotel sends a written offer within 24 (twenty-four) hours on business days following the Customer requesting an offer either orally or in writing. In case no specific written order is received by the Hotel within 48 (forty-eight) hours following the sending of the offer, the validity of the Hotel offer is terminated. The Contract is concluded when the written order of the Customer is confirmed in writing by the Hotel. Oral orders, modifications and oral confirmations are not considered contracts.

2.6.2. In case of group reservations, that is, 10 (ten) or more rooms are booked for the same period, the Hotel sends a written offer within 24 (twenty-four) hours on business days following the Customer requesting an offer in writing.

The Hotel determines that the validity of the hotel offer shall last for 14 (fourteen) calendar days, unless otherwise specified in the specific offer, in relation to the contract offer sent to the Customer. If the contract signed by the customer is not received by the Hotel until 24:00 on the last day of the deadline, the offer becomes invalid. The contract is concluded when signed by the Customer and the Hotel, that is, the contracting parties.

2.6.3. The Hotel excludes the possibility to accept its offer with a different content by the Customer. If the Customer sends an order with a content different from the offer to the Hotel, the Parties understand that the Customer has requested a new offer, and the Hotel is free to decide on the conditions of the new offer, on the basis of which the Customer can send an Order to the Hotel as before.

3. Quality of services, rates, payment

3.1. The Hotel shall provide the services falling within its scope and requested by the Customer by implication on site. Telephone, Internet and TV services are ordered by the Customer by implication. With the registration card filled in during check-in and the signing of the specific agreements, the Customer understands that these services are used by implication.

3.2. The Hotel is entitled to request help from sub-contractors to provide certain services, hereby offering a mediated service. The Hotel offers a mediated service particularly in case of TV, telephone and Internet services. In case of overbooking or temporary operational problems, the Hotel is entitled to perform its services with the help of another hotel having the same or higher category or with a sub-contractor (that is, booking out), in the events of which mediated services are offered. In such case, the Hotel provides the possibility of a phone call and a 2-way transfer for the Customer, however, the Customer shall pay the rate determined in the contract to the Hotel. If the Customer accepts the substitute accommodation, no claims for damages can be submitted against the Hotel subsequently.

3.3. The Customer shall pay the agreed price to the Hotel for the services following use but before leaving the Hotel. The Hotel is entitled to allow the Customer to pay subsequently, following prior assessment of creditworthiness.

3.4. Within 12 (twelve) months of the conclusion of the contract, no price revisions can be made, except for cases of changing taxes (e.g. VAT, tourist tax). Due to the changes in the tax legislation in force, the Hotel is entitled to pass the additional burden on the Customer if the Customer is informed on that simultaneously. Following the expiry of the period of one year, the Hotel reserves the right to increase the prices. The Hotel is entitled and is free to change its publicly announced (not contracted) rates without prior notice.

3.5. If the Hotel orders or has any technological, technical or other services ordered for the customer from third parties, it is always performed in favour of the Customer (mediated services). The Customer is responsible for the careful and normal use of the furnishings and equipment as well as their returning properly. Furthermore, the Customer shall exempt the Hotel from any claims arising from the handing over of furnishings or equipment concerned by any third parties.

3.6. Unless otherwise agreed in the specific agreement, invoices issued by the Hotel in Hungarian Forint (HUF) shall be settled on the day of issue in cash or by credit card, or, if post-payment by bank transfer has been authorized, they shall be paid within 10 (ten) calendar days following the issue, without any deductions in Hungarian Forint (HUF) or in the currency determined in the contract.

The exchange rate of the room rates is the currency exchange rate of the National Bank of Hungary valid on the day of arrival. The exchange rate of the F&B rates (e.g. food, drinks, banquet room rental, equipment rental) may differ from this.

In case of any delays in the payment, the Hotel is entitled to charge a rate of twice the National Bank of Hungary's timely valid base rate as a default interest. In the event of making a deposit or advance payment, the deposit or advance paid and the final invoice shall be settled in the same currency (e.g. both shall be paid in HUF or EUR).

3.7. Payment shall be made via bank transfer, with the indication of the title of use, to the following HUF/EUR/USD bank account of the Hotel held at the following Bank.

Name of the bank: OTP Bank Nyrt.

Address: H-1051 Budapest, Nádor u. 16.

Account No (HUF): 11736020-21453489

Account No (EURO): 11763361-36067882

IBAN (HUF): HU61 1173 6020 2145 3489 0000 0000

IBAN (EURO): HU17 1176 3361 3606 7882 0000 0000

SWIFT: OTPVHUHB

3.8. The Hotel is entitled to request adequate guarantee determined in the specific contract (e.g. credit card guarantee, that is, credit card pre-authorization, deposit, advance payment, concluding insurance etc.) from the Customer, and its amount and payment deadline depend on each specific order (e.g. it depends on the number of the group and/or the size of the event), and it is to be determined in the specific contract. Providing the credit card guarantee also involves the authorization, according to which the Hotel requests pre-authorization for the card and blocks the amount agreed on as a guarantee on the card temporarily.

3.9. Unless otherwise agreed (e.g. contract modification before the performance of the Hotel), the invoice is to be issued on the name of the Customer signing the contract. After performance and the issue of the final invoice, the Hotel is not obliged to change the name of the payer and issue a new invoice.

3.10. The Hotel charges a service fee of 12% (twelve per cent) for the gross rates of á la carte lunch and dinner meals in the restaurant and the bar, and it charges 12% (twelve per cent) service fee for the gross rate of the conference package and all the food and beverage services arising in case of banquet services.

3.11. In case of any payment methods, all the costs related to payment are imposed on the Customer.

3.12. Pets:

The Hotel is not pet-friendly, pets are not allowed.

3.13. Children: If the Parties do not agree otherwise in a specific agreement:

- a) between the ages of 0 and 2 (two), children can stay in the room of their parents and use the beds there free of charge.
- b) the accommodation and breakfast rates for children between the ages of 3 and 11 are lower than those for adult guests.
- c) the accommodation and breakfast rates for children above 12 are the same as those for adult guests.
- d) The Guest shall ensure that their children under 14 (fourteen) can stay in the Hotel under the supervision of an adult only.

3.14. If the Hotel and a third party (Intermediary or Authorised Representative) have agreed on an intermediation fee (commission), the condition of the payment of this fee (commission) is that the Customer (party ordered to pay) shall fulfil all the obligations (especially payment obligation) determined in the contract. The Hotel pays the intermediation fee/commission only if the invoice issued by the third party is presented. The Hotel settles the invoice within 15 (fifteen) business days following its receipt. Unless otherwise agreed, the basis of the intermediation fee/commission is the net room rate without VAT and tourist tax and without breakfast. Payment is made primarily in a way that the amount shall be included in the debt of the third party to the Hotel in any right. If the third party has no debt, the Hotel pays the fee/commission by direct bank transfer or transfer made through WPS/Trust intermediary system, depending on their choice. Unless otherwise agreed in a specific agreement, the Hotel pays no fee/commission on penalties (no show and late cancellation).

3.15. Subsequent credit card charge: The Hotel reserves the right to charge the credit card of the party ordered to pay following check-out with amounts that have not been known at the time of the check-out (e.g. damage caused in the room, minibar consumption, breakfast consumed after check-out etc.).

3.16. Tourist tax shall be paid by Customers who are not the permanent residents of Tarcál and spend at least one night in the Hotel. The rate of tourist tax is 4% of the total booking amount.

4. Termination and withdrawal by the Hotel

4.1. The ordinary right of termination on the part of the Hotel is excluded.

4.2. The Hotel may terminate the contract in writing, with immediate effect, and it may claim compensation in cases of breach of contract by the Customer, as follows:

- a) If the advance or any other guarantee is not paid until the expiry of the deadline determined by the Hotel. If the Customer has paid a certain amount of advance and/or deposit, the Hotel has the right to include the amount of penalty, which the Hotel would have been entitled to if the Customer had cancelled the order, in the amount of this advance and/or deposit;
- b) If the Guest does not use the room or the function room as intended, or they cause any damage;
- c) If the Guest is under the influence of alcohol or any drugs, violates the safety, fire safety and other regulations of the Hotel deliberately or with gross negligence, behaves in a rude or threatening manner towards the Hotel employees or other Guests, displays offensive or otherwise unacceptable behaviour

or one violating public morality, or suffers from an infectious disease;

d) If bankruptcy, winding-up, liquidation, compulsory liquidation or any other proceedings have been initiated against the Customer;

e) If there is a change in the management or ownership structure of the company or other organisation of the Customer.

4.3. The Hotel is entitled to withdraw from the contract if there is a good reason for it, in particular, in cases such as:

a) The performance of the contract is not possible due to force majeure or any other cases which cannot be attributed to the Hotel;

b) The Hotel may have reasonable grounds to believe that the event can jeopardize the smooth operation or the security of the hotel or its prestige in public;

4.4. If the Hotel wishes to exercise its right of withdrawal, it shall notify the customer on this in writing without delay, and it shall return the advance or any other deposits it received from the Customer within 15 (fifteen) calendar days. Other than this, any claims for compensation requested by the Customer are excluded.

4.5. In case of natural persons acting as Customers, the Hotel cannot be held responsible for any damage caused with a minor, negligent breach of contract. Responsibility of the Hotel for any damage caused with severe, negligent breach of contract is restricted to the net contractual amount to be paid by the Customer.

5. Cancellation of the order by the Customer

5.1. The Agreements (in particular, the accommodation and event services) are valid for a fixed period. The specific agreements can be modified in writing only and with the consent of both parties. Any modifications or amendments made by the Customer or the Guest unilaterally are considered invalid. The hotel rooms can be occupied from 14:00 on the day of arrival, and they shall be left until 10:00 on the day of departure.

5.2. If the Customer or the Guest wishes to extend the period of the service by their unilateral decision, it is possible only with the prior written consent of the Hotel in all cases. In such cases, the Hotel is entitled to claim for the amount of the services related to the originally contracted period to be paid by the Customer before it agrees to extend the duration of the service.

5.3. The Customer may cancel the services or any of their parts ordered in the contract with a written statement any time, however, the Customer shall pay for the damage caused to the Hotel in all cases, except for cases specified in 5.6. Furthermore, the Customer shall pay a cancellation fee (in the right of penalty for non-performance) determined in the ad hoc contract and set to the date and rate of cancellation.

5.4. Unless otherwise agreed in writing, if individual accommodation service is ordered, that is, no more than 9 (nine) rooms are booked for the same period, the penalty-free cancellation deadline is

- a) 24 hours preceding arrival for travel agencies and wholesalers acting as Customers.
- b) 48 hours preceding arrival for other corporate or natural persons acting as Customers.

If the individual accommodation service is not cancelled by the Customer within the penalty-free cancellation deadline (no show), or the Customer cancels it after the deadline, that is, late, the Hotel, unless otherwise agreed in the specific agreement, is entitled to charge the rate of the service ordered for the first night as a penalty. If the rate includes breakfast, the rate of breakfast is not to be deducted.

5.5. If the Customer or the Guest wishes to leave the room or the function room earlier, before the specified period by their unilateral decision, the Hotel is entitled to the full amount of the service determined in the contract. It does not exclude the right of the Hotel to sell the vacated hotel room/function room before the expiry date again.

5.6. If the performance of the contract is not possible due to force majeure or any other cases which cannot be attributed to the Customer, the Customer is entitled to withdraw from the contract without the payment of the cancellation fee. When making the withdrawal statement, the Customer shall prove the existence of the force majeure or the other cause to the satisfaction of the Hotel. The Hotel accepts evidence only from public and official sources (e.g. official travel restriction issued by the Ministry of Foreign Affairs of the specific country, flight cancellation notice by the airline etc.) to be credible.

6. Technical equipment and connections

6.1. The Customer may connect their own electrical equipment to the network of the Hotel only with the prior written consent of the Hotel. The costs of recovery related to any breakdown or damage arising from the use of such equipment are imposed on the Customer.

7. Specific rules relating to events

7.1. The Hotel reserves the exclusive right to serve all food and beverage at the event. It is prohibited for the Customer and the guests to bring food and beverage of any kind into the premises of the Hotel without the prior written consent of the Hotel. Each agreement of this kind includes a further charge.

In case of buffet style meals, dishes are kept on the buffet table for a maximum of 3 hours to ensure optimal quality and to comply with the relevant HACCP specifications.

7.2. The prior written authorisation of the Hotel is required for bringing in and displaying decorations or other objects. The decorations shall comply with the fire regulations in every detail.

7.3. It is forbidden to use any nails, screws, adhesive tapes to fasten items to the walls or ceiling of the function rooms or other hotel areas. The Customer shall take financial responsibility for any damage caused. Any decoration to be brought in by the Customer shall be accepted by the Hotel for security and fire safety reasons.

7.4. Unless otherwise agreed in writing, the objects brought in to the event shall be removed at the end of the event immediately. Otherwise, the Hotel reserves the right to provide for the removal and storage of the items left behind to the risk of and to be paid by the Customer.

7.5. The Customer is responsible for the safekeeping of the display items or the other personal belongings brought in to the event in all the function rooms and event places of the Hotel. The Hotel assumes no responsibility for their loss, damage and destruction, except when the damage is caused by the intentional conduct or gross negligence of a Hotel employee.

7.6. The prior written consent of the Hotel is required for publishing an advertisement, an invitation to an introduction meeting or a sales event or anything similar where the Hotel is mentioned by name and a photo of the Hotel is also attached. If the publishing is made without authorisation, and it violates the fundamental interests of the Hotel, the Hotel is entitled to cancel the event.

7.7. If the customer calls photographers or a film crew to record the event, the Marketing Department of the Hotel shall be informed on that in writing at least 5 business days preceding the event, and the customer shall comply with the relating specific conditions of the Hotel.

8. Final provisions

8.1. Data protection:

When performing the services, the Hotel acts in accordance with Act CXII of 2011 on the right to informational self-determination and on the freedom of information, other Hungarian laws and regulations related to data protection as well as the data protection regulations determined by the Hotel. The detailed notice on data processing is available on the website of the Hotel. With the conclusion of the specific agreement, the Customer expressly consents to the Hotel communicating their personal data to an external debt management company to collect the debt if the Customer has not paid the amount determined in the specific agreement to the Hotel despite its prior written request. If the Customer comments or pushes the "Like" button, hereby expressing their liking on the Facebook or other social media platforms of the Hotel, the personal data of the Customer are hereby automatically transmitted to Facebook or other platforms. With the use of the links indicated on the website of the Hotel, the Customer consents to this data transmission.

8.2. The Andrásy Kúria & Spa is the registered trademark of the company. The Customer and the Guest are entitled to use these temporarily, in relation to the ordered service only with the explicit, prior and written consent of the Hotel. In case of the unauthorised use of the trademarks, the trademark proprietors are entitled to act against the unauthorised user individually or together in connection with the trademark infringement.

8.3. Neither Party can be held responsible for the non-performance, incomplete or delayed performance of their obligations determined in this agreement due to force majeure cases. Any such event that affects contractual performance and cannot be influenced by the Parties with their activities shall be considered force majeure in terms of this agreement.

In respect of 4.3.a.) and 5.6. of this GTC, force majeure cases include but are not limited to e.g. natural disaster, fire, explosion, strike, interruption of the Internet system etc. with regard to which the Parties are responsible for their own costs and damage caused.

8.4. If the Guest becomes ill during their stay in the Hotel, and they are unable to provide medical assistance for themselves, the Hotel offers them medical care. In the event of the potential death of the Guest in the Hotel or their getting ill, the Hotel may demand an adequate compensation of costs from the Guest's relative, heir or the invoice payer.

8.5. In terms of issues not or not adequately regulated by this GTC, the provisions of the Civil Code of Hungary (currently: Act V of 2013 on the Civil Code, hereinafter referred to as Civil Code) and the Hungarian legislation in force shall prevail.

8.6. Complaint handling:

During their stay in the Hotel, the Guest is entitled to file a complaint in connection with the provision of the services, which can be made in writing or orally, by recording the complaint. The guest's right to complain is terminated after checking out of the Hotel. The Hotel shall investigate the written complaint of the Guest in line with the current customer protection requirements, answer in writing and initiate the necessary actions required for the handling of the complaint.

8.7. The place of performance, unless otherwise agreed by the Parties, is the Andrásy Kúria & Spa. Settlement of disputes: the potential legal disputes shall primarily be settled amicably, and the Parties shall go to the court competent under the Civil Code only if the settlement of disputes proves to be ineffective.

8.8. If any of the provisions of the business conditions becomes void, it does not affect the validity of the other provisions.

8.9. The Hotel's liability for damages:

a.) The Hotel takes responsibility for any damage caused to the Guest, which occurred in the hotel and by fault on the part of the Hotel, its employees or agents.

- b.) The liability of the Hotel shall not cover damages that occurred due to force majeure beyond the control of the Hotel, its employees or agents, or which were caused by the guest
- c.) The Service Provider may designate sites in the hotel, which the Guest cannot enter. The Hotel assumes no responsibility for any potential damage or injury caused in such places.
- d.) The Guest shall report the damage suffered immediately.
- e.) The Hotel also takes responsibility for any damage the Hotel Guest suffers due to the loss, destruction or damage of the Guest's belongings if these have been placed in sites designated by the Hotel or in the Guest's hotel room, or, if the belongings have been given to a Hotel employee who the Guest has considered to be entitled to take over their belongings. In case of the hotel's liability, the amount of compensation is fifty times the amount of the daily room rate at most. Limitation or exclusion of liability exceeding this limit is considered null and void. (Article 6:369 (1) of the Civil Code)
- f.) The liability of the Hotel for securities, cash and other valuables arises if the hotel has received and kept custody of the belongings, or the hotel has refused to receive and keep custody of these. In this case, the proof shall be provided by the Guest. (Article 6:369 (2) of the Civil Code)

8.10. The Hotel excludes the application of Article 6:63 (5) of the Civil Code, thus, the habit and practice of their previous business relationship and the business practices do not become part of the specific agreement.

8.11. With the conclusion of the specific agreement, the Parties confirm that they have read and interpreted the provisions of this GTC while considering the offer, and they have negotiated every data and condition, which they have considered necessary, with each other individually.

8.12. With the signing/conclusion of the specific agreement, the Parties declare that, on the basis of Article 6:78 (2) of the Civil Code, this GTC does not contain any conditions that differ substantially from the standard contracting practice, the legal provisions relating to the contract or any conditions of the contract applied previously between the parties. The potentially different conditions have been agreed on and expressly accepted in the specific agreement.

8.13. Hotel details

Andrássy Kúria & Spa

Company name: TÉMADESIGN Korlátolt Felelősségű Társaság

Address of the registered office: H-1026 Budapest, Pasaréti út 122-124.

Court responsible for maintaining the commercial register:

Company Court of Budapest-Capital Regional Court

Company registration number: 01 09 350856

Tax number: 25546750241