

AUGUSZTA HOTEL ZRT.

General Hotel Contract Terms (GHCT)

1. General provisions

1.1 These General Contract Terms (hereinafter: GCT) shall apply to all cases when accommodation service contracts are concluded between **Augusztá Hotel** (hereinafter: the Service Provider; seat: 4032, Debrecen, Móricz Zsigmond krt. 22.), the operator of the hotel **Augusztá Hotel Zrt.** (address: 4028 Debrecen, Kassai út 26.) and its Guests (hereinafter: the Contract).

1.2. Special terms and conditions shall not be covered by this GCT. Should separate, special agreements be concluded with travel agents or organizers under different varying conditions corresponding to the nature of the given business, express reference shall be made in these agreements to the provisions of the GCT not being applicable. In the absence of such reference, the provisions of the GCT that are not in conflict with those of the special agreement shall apply.

2. Contracting parties

2.1. The services rendered by the Service Provider are used by the Guest. If the Guest places the order for the services directly with the Service Provider, the Guest will be the contracting party. If the conditions relating to the conclusion of the contract are fulfilled, i.e. if an order is placed and confirmed, the Service Provider and the Guest become the contracting parties (hereinafter: the Parties).

2.2. If the order for the services is placed with the Service Provider by a third party (hereinafter: Intermediary) on behalf of the Guest by a third person, the conditions of the co-operation shall be regulated in the agreement concluded between the Service Provider and the Intermediary. In this case, the Service Provider shall not be obliged to examine whether the third party represents the Guest legitimately.

3. Method and conditions of using the service

3.1. The Service Provider shall always send a written offer in response to the Guest's written or oral inquiry. If no specific written order is received within 48 hours of sending of the offer, the Service Provider shall no longer be bound by the offer.

3.2. The Contract shall be concluded exclusively by the written confirmation by the Service Provider of the Client's oral or written reservation, which shall therefore qualify as a written Contract.

3.3. Oral reservations, agreements, amendments or oral confirmation by the Service Provider shall not qualify as a contract with the exception of guests walking in from the street.

3.4. The Contract on the use of accommodation service shall be concluded for a definite term.

3.5. If the Guest permanently leaves the room before expiry of the definite term, the Service Provider shall be entitled to the full service price specified in the Contract. The Service Provider shall have the right to re-sell the room, which is vacated before expiry of the definite term.

3.6. The Service Providers prior consent is necessary for the extension of the term of the accommodation service initiated by the Guest.

3.7. Use of the accommodation service is subject to the condition that Guests certify their personal identity in accordance with the relevant legal regulation before taking the room. Nobody shall stay in the hotel without registration.

3.8. A written agreement of the Parties is necessary for the amendment and/or supplementation of the Contract, above all, in the case of groups (of more than 15 persons).

4. Check-in and check-out

4.1. The Guest has the right to check-in to the rented room from 14:00 hours on the agreed day.

4.2. If the Guest does not appear until 18:00 on the agreed date, the Service Provider shall have the right to withdraw from the Contract without any legal consequences unless a later time of arrival was agreed.

4.3. If the Guest pays an advance, the room(s) shall remain reserved until 10:00 on the following day.

4.4. The Guest shall leave the room until 10:00 on the day of departure.

4.5. Depending on the rate of occupancy, the hotel may allow early arrival or late departure subject to a fee. If the Guest wishes to use this service, he shall give notice of this to the reception of the Service Provider on the day before his arrival.

5. Extension of hotel stay

5.1. Prior consent of the Service Provider is necessary for the extension of the Guest's stay.

5.2. If the Guest does not vacate the room until 10:00 on the day stated as the day of departure and the Service Provider has not given its prior consent to the extension of the Guest's stay, the Service Provider shall have the right to charge the room price for one further day with the Service Provider's service obligation terminating at the same time.

6. Prices

6.1. The hotel's list prices in force from time to time are displayed on the reception counter in the hall of the hotel and are also available on the hotel's website. The price lists of other services are displayed at the relevant units of the hotel.

6.2. The Service Provider may amend announced prices (e.g. applying package prices or other discount prices) without prior notice. If the Guest reserves accommodation and the Service Provider confirms the reservation in writing, the Service Provider shall not amend the

confirmed accommodation price. Current prices of the Service Provider are available at the hotel's website (www.augusztahotel.hu).

6.3. The Guest may receive information on the price of the services at any time before the commencement of the service at the hotel's reception.

6.4. When stating prices, the Service Provider shall specify the statutory rate of the tax content of prices (VAT, tourism tax) applicable at the time of making the offer. The prices announced shall contain the statutory rate of VAT but shall not contain the tourism tax, which shall be payable (on top of the price stated in the price list) at the hotel. The Service Provider shall pass extra burdens deriving from changes of the effective tax laws (regulating VAT and tourism tax) on to the contracting party subject to prior notice.

7. Offers, discounts

7.1. Current offers and discounts shall be announced on the hotel's website. The discounts announced shall relate to individual reservations.

7.2. The discounts announced shall not be consolidated with any other discounts.

7.3. The Service Provider shall establish unique contract terms for the use of its products subject to special conditions, for group reservations and for events.

8. Discounts for children

8.1. The following accommodation/meal discounts shall be provided for children if staying in the same room as their parents:

- 100% discount for children of age 0-5.99 years,
- 50% discount for children of age 6-11.99 years

from the price of the accommodation.

8.2. An extra bed may only be placed in the room in the case of specific room types.

8.3. If an extra bed is requested, this shall be agreed with the Service Provider in advance, at the time of the reservation and the extra bed shall be reserved in the same manner as the room.

9. Terms of cancellation

9.1. Unless other conditions are specified in the hotel's offer, the terms of cancellation and amendment shall be as follows:

- in the case of cancellation within the 24 hours preceding the confirmed day of arrival, the amount of the penalty shall be 100% of the accommodation price for one night (in accordance with the reservation made, i.e. with or without breakfast).

9.2. If the Contracting Party made an advance payment to reserve the accommodation services and does not arrive on the day of arrival (and no written cancellation is received from him), the

Service Provider shall apply the full amount of the advance payment specified in the Contract as penalty. In this case, the room shall remain reserved for the Contracting Party until 10:00 on the day following the day of arrival stated in the reservation after which the Service Provider's service obligation shall cease.

10. Method of payment, guarantee

10.1. The price of the services orders may be paid at the hotel in cash (HUF or EUR), by the bankcards specified by the Service Provider as accepted bankcards, by SZÉP cards, Erzsébet cards, transfer in advance or payment through a website.

10.2. In the case of transfers, unless the agreement concluded with the Service Provider provides otherwise, the Guest shall transfer the price of the ordered services to the hotel's bank account before the specified date of arrival with the amount in question being credited to the hotel's bank account until the date of arrival or the Guest confirming that the transfer was affected by an irrevocable declaration issued by the Guest's account managing financial institution.

10.3. Individual room reservations can be guaranteed by providing bankcard data or by making advance payment. Other methods of payment accepted at the hotel are: Széchenyi Recreation (SZÉP) Card, vouchers issued by the hotel and/or its contracted partner, cash.

11. Rejection of contract fulfilment, cessation of service obligation

11.1. The Service Provider shall have the right to terminate the accommodation service Contract with immediate effect and to reject the provision of the services if:

- the Guest does not use the room or facility provided as intended;
- the Guest does not vacate the room until 10:00 on the day stated at check-in as the date of departure and the Service Provider has not given its prior consent to the extension of the stay;
- the Guest disregards the security and rules of the accommodation, behaves inappropriately with or is rude to the employees of the Service Provider, is under the influence of alcohol or drugs and acts in any manner that is threatening, offensive or otherwise acceptable;
- the Guest suffers from a contagious illness;
- the Contracting Party fails to fulfil its advance payment obligation specified in the Contract until the deadline stated in the Service Provider's confirmation.

11.2. If the Contract concluded between the Parties is not performed due to "force majeure", the Contract shall cease automatically.

12. Placement guarantee

12.1. If the Service Provider's hotel is unable to provide the services specified in the Contract due to an error for which the Service Provider is accountable (e.g. overbooking, temporary

operation problems etc.), the Service Provider shall arrange for the placement of the Guest without fail.

12.2. The Service Provider shall provide/offer the services specified in the Contract at the confirmed price and for the period stated in the Contract (or until the hindrance is eliminated) at another accommodation of the same category or, if no accommodation of the same category is available, at an accommodation of higher category. All extra costs arising from the provision of supplementary accommodation shall be covered by the Service Provider.

12.3. If the Service Provider fully satisfies this obligation and if the Guest accepts the supplementary accommodation offered to him, the Contracting Party shall not place any subsequent claims for indemnification. If the Guest does not accept the supplementary accommodation although it satisfies the requirements defined in clause 12.2, it shall not have any claims against the Service Provider other than repayment of the accommodation fee already paid.

13. Rights of the Guest

13.1. By concluding the accommodation service contract, the Guest shall become entitled to the normal use of the rented rooms and to normal use of the facilities of the accommodation made available to Guests for use under typical and non-extraordinary conditions as well as to usual service within the announced opening hours.

13.2. During his stay at the accommodation, the Guest may report complaints in relation to the performance of the services by the Service Provider. Complaints may be reported at the reception of the Service Provider or recorded in minutes. The Service Provider undertakes to handle all complaints submitted to it in writing (or recorded by it in minutes) during this period.

14. Obligations of the Guest

14.1. Payment of the agreed fee: Payment shall be made until the deadline stated in the confirmation or upon the termination of the accommodation service agreement.

14.2. The Guest shall ask for the Service Provider's permission before putting into use electronic devices brought to the accommodation, which are not typical travel necessities.

14.3. The vehicles of hotel guests may park free of charge at the Service Providers uncovered and unguarded parking lots.

14.4. Traffic rules shall apply within the parking lots. The speed limit of vehicles shall be 20 km/h.

14.5. Garbage shall be placed in the garbage bins within the area of the hotel complex and the ones placed rooms. No furniture shall be taken from or displaced within the rooms or the building.

14.6. In compliance with Act XLII of 1999 on the Protection of Non-smokers, from 1 January 2012 the hotel has been a non-smoking facility. This means that smoking is prohibited in the indoor units of the hotel (including the guest rooms), its community areas and the entire outdoor area relating to the hotel (including balconies, the parking lot etc.). Signs referring to the

obligation of complying with the referenced legal regulation have been placed within the hotel at the prescribed spots. Employees of the hotel have the right to warn guests and any other persons within the territory of the hotel to comply with this legal regulation and to instruct them to stop smoking. Guests and any other persons within the territory of the hotel must comply with the legal regulation and must stop smoking when potentially instructed to. Should penalty be imposed on the operator of the hotel based on this legal regulation by the competent authority due to non-compliance by any guest or any other person within the hotel, the operator reserves the right to recharge the amount of the penalty to or to claim payment of the penalty from the non-complying person.

In the case of smoking in the room, the Service Provider shall have the right to charge the Guest an extra cleaning fee of HUF 10,000. Damages deriving from the breach of fire protection regulations and the relating costs shall be reimbursed by the Guest.

14.7. In the case of fire, Guests are asked to immediately inform the reception. In the case of a fire or other alarm, Guests shall leave the rooms and common areas of the hotel within the shortest possible time in accordance with the displayed emergency exit information.

14.8. Guests jointly using the rooms and assets and equipment of the hotel in common use shall have joint and several liability for any damages deriving from improper use.

14.9. Prior written approval of the hotel and the acquisition of the relevant authority licenses by the guest are required for the use of any fireworks brought to the hotel by guests or any activities involving extraordinary voice, light and smell effects and all other activities requiring permission.

14.10. Guests shall make sure that children under the age of 14 for whom they are responsible only stay in the hotel of the Service Provider under supervision of an adult.

14.11. Guests shall immediately report any damages suffered and supply any data necessary for the clarification of the circumstances of the damage event or potentially for the preparation of a police record/a police investigation to the hotel.

14.12. Guests expressly acknowledge that for reasons of property protection the Service Provider operates a closed system video surveillance system in areas of the hotel in common use (with the exception of toilets, common kitchens and study rooms). The recordings of the surveillance system shall be deleted in accordance with the relevant legal requirements.

14.13. Guests (including visitors coming to the Guests staying at the hotel and persons travelling with the Guests) shall use the hotel building and its direct environment as intended and without unnecessarily disturbing other guests and visitors.

14.14. When leaving, the Guest shall submit the room key and the access card at the reception. In the case of failure to meet this obligation or loss or destruction of the key and/or the card, the Service Provider shall have the right to charge indemnification for the key and/or card in question, which shall be payable at the time of check-out. The Guest may use the key and the access card to access the room until 10:00 on the day of departure after which the access card shall become void (unless an extension of the stay was agreed between the Guest and the Service Provider).

15. Pets

15.1. No pets are allowed in our hotel.

16. Rights of the Service Provider

16.1. If the Guest fails to fulfil his obligation to pay the service fee of the services used or the services subject to a penalty (a fee) ordered in the Contract but not used, the Service Provider shall be entitled to a lien as defined in the Civil Code of Hungary on the personal property of the Guest taken to the hotel as security to back its receivables.

16.2. The rules relating to the lien of lessor shall apply accordingly to the lien defined in clause 16.1 above. As long as the Service Provider's lien is valid, it may prevent the transportation of the property items from the hotel. If the item used as lien is the vehicle in the Guest's ownership, the right of retention as lien shall apply only to the lien asset and by no means to a restriction of the personal freedom of movement of the Guest or the persons travelling with him. These persons may leave the hotel without any restriction.

16.3. The reception service providing permanent supervision in the area of the complex is entitled to control check arriving and departing Guests, to determine their personal identity and, in justified cases, to inspect their vehicles upon leaving.

16.4. If necessary, the reception service is entitled to control the traffic in the area of the hotel complex.

17. Obligations of the Service Provider

17.1. Provision of the accommodation and other services ordered based on the Contract in accordance with applicable regulations and service standards.

17.2. Investigation of written complaints of the Guest and taking and recording in writing of the measures necessary for the solution of the problem.

17.3. In order to ensure the peace of Guests, no loud noises are allowed within the hotel's area and on the balconies after 22:00, including watching television or listening to music at a disturbingly high volume in the rooms as well as playing loud music in the hall. The hotel staff shall be responsible for ensuring compliance with this rule.

18. Illness and death of the Guest

18.1 If, while using the accommodation service, the Guest becomes ill and is unable to act on his own behalf, the Service Provider shall offer medical help.

18.2. In the case of the illness/death of the Guest, the Service Provider shall claim cost compensation from the relative, heir or invoice payer of the ill/deceased Guest in respect of potential medical and procedural costs, the price of the services used before the Guest's death and potential damages caused to equipment and fixtures and fittings in relation to the illness/death of the Guest.

19. Security of data management

19.1. For registration to our newsletter, name and e-mail address shall be provided on our website. By registering to the newsletter the User gives its consent to the handling of his data provided. The Service Provider shall manage the data as long as their deleting is requested by the person concerned.

19.2. The User shall be liable for the authenticity of the data provided.

19.3. The website of the Service Provider runs on the server of an external service provider. The server operator protects the data, in particular, from unauthorized access, modification, forwarding, disclosure, deleting and destruction as well as from unintended destruction and damage.

19.4. The Service Provider shall ensure the security of the data together with the server operator.

19.5. Only employees of the data manager shall have access to the personal data provided by the User. The data manager shall not provide personal data to any persons other than the ones specified.

19.6. The Service Provider shall not provide personal data to third parties without the prior, express consent of the person concerned.

19.7. The User acknowledges that, based on requirements prescribed by law, the Service Provider is obliged to provide personal data to authorities upon request provided that the relevant statutory conditions are fulfilled. The User shall not object to the supply of data based on statutory obligations, or authority or court decisions.

20. Indemnification obligation of the Service Provider

20.1. The Service Provider assumes liability for the damages suffered by the Guest from the loss, damage or destruction of his items if these items were kept by the Guest at the places designated by the Service Provider or places normally intended for this purpose or in his room or were handed over to an employee of the Service Provider whom he could reasonably believe to be entitled to receive such items.

20.2. The Service Provider's liability shall not extend to damage events arising for unavertable reasons beyond the control of the employees of the Service Provider and the Guests or which are caused by the Guest himself.

20.3. Through the placement of appropriate signs, the Service Provider may designate places within the hotel complex to which Guests shall not have access. The Service Provider shall not assume liability for potential damages and injuries suffered by the Guest in such places.

20.4. The Service Provider shall only be liable for valuables, securities and cash if these were specifically received by it for safekeeping or if it expressly rejected their receipt for safekeeping or if the damage arises for a reason for which it is liable under the general rules. In this case the burden of proof lies with the Guest.

20.5. In addition, the Service Provider shall not be liable for damages arising from improper use.

20.6. The Guest shall immediately report any damages suffered to the hotel and shall provide the hotel with all data necessary for the clarification of the circumstances of the damage event or potentially for the taking of a police record/carrying out a police investigation.

20.7. The indemnification shall amount to maximum fifty times the amount of the daily room price based on Section 6:369.

21. Confidentiality

21.1. During the fulfilment of its obligations defined in the Contract, the Service Provider shall proceed in accordance with the provisions of the Act on the Protection of Personal Data and the Publicity of Data of Public Interest.

22. Force majeure

22.1. Any cause or circumstance (e.g.: war, fire, flood, extreme weather, lack of electricity, strike) over which the Party has no control (force majeure) shall release either Party from the fulfilment of its obligations under the Contract until the given cause or circumstance ceases. Should such a circumstance arise, the Party concerned shall give the other Party immediate notice of this.

23. Place of performance, law governing the legal relationship of the parties, competent court

23.1. The place of performance shall be the location of the hotel providing accommodation.

23.2. The Debrecen District Court or, in the case of regional court authority, the Debrecen Regional Court shall have exclusive jurisdiction in all disputes deriving from the accommodation service contract.

23.3. Hungarian law, in particular, the provisions of Act V of 2013 on the Civil Code shall apply to the legal relationship between the Service Provider and the Guest.

24. Data of visitors to our website

24.1. When visiting its website, the Service Provider does not record the IP address of the user or any other personal data. Visitors may search the website freely and anonymously. The Service Provider shall only use anonymous website visits for statistical purposes in order to optimize its internet appearance and to improve system security and the data recorded do not contain personal data of any kind.

24.2. The Service Provider shall handle all data and facts relating to the users confidentially and shall only use these for own research and the preparation of statistics.

24.3. The Service Provider shall not assume any liability for its former webpages already deleted but nonetheless archived with the help of internet browser programs. The operator of the web browser shall be responsible for the deleting of these.

25. Newsletter

25.1. The Service Provider shall deliver several times a month online newsletters containing news, information and offers and electronic direct marketing messages (hereinafter: Newsletter) to the persons registering to the Newsletters on the website operated by it.

26. Data protection declaration

26.1. The protection of personal data is a priority during the Service Provider's activities. At all times the Service Provider shall manage the personal data provided to it in compliance with the relevant legal regulations in force and shall ensure the security of these data and take all technical and organizational measures and develop the rules of process necessary to ensure compliance with the relevant legal regulations.

During its activities, the Service Provider shall use the data of users only for the purpose of concluding contracts and invoicing and own advertising purposes in accordance with the Act on Data Protection.

When concluding the accommodation service contract, you acknowledge that you have read and understood the above terms and rules and agree to them. The GCT may be modified in the future. The modification shall be published by the Service Provider on the hotel's website and the GCT in force shall also be available at the reception of the hotel.

The GCT is valid with the amendment for the students with long term reservations.
