

A QUEEN'S COURT HOTEL AND RESIDENCE***** BUDAPEST

GENERAL CONTRACT TERMS AND

CONDITIONS in force from 4 November

2024

The operator of Queen's Court Hotel and Residence***** Budapest, hereby draws the attention of all its visitors to the fact that if you wish to become a customer or guest, please read carefully the current Terms and Conditions and the Privacy and Data Security Policy. The operator of Queen's Court Hotel and Residence***** Budapest requests that its visitors only order the services of Queen's Court Hotel and Residence***** Budapest described below if they agree to all the points of these General Terms and Conditions, consider themselves bound by them and have understood and accepted the Privacy and Data Protection Policy.

I. General provisions

The present General Terms and Conditions (hereinafter referred to as "GTC") apply to the accommodation services () and ancillary services (room service) (hereinafter referred to as "room service") provided by VB2MW Korlátolt Felelősségű Társaság, as the Queen's Court Hotel and Residence***** through Budapest: "Service") (hereinafter referred to as "Queen's Court Hotel and Residence***** Budapest or Hotel") and the rights and obligations of the natural person using the service (hereinafter referred to as "Guest"), as well as the Queen's Court Hotel's policy (hereinafter referred to as "Policy"). All legal relationships between the Hotel and the Guest (hereinafter collectively referred to as the "Parties") arising in connection with the provision of the Services, whether oral, written or implied, shall be governed by the provisions of these GTC, unless otherwise agreed in writing by the Parties (hereinafter referred to as the "Service Agreement").

The content of the legal relationship between the Hotel and the Guest is defined in these General Terms and Conditions, in addition to the provisions of the applicable mandatory legislation.

By entering into a legal relationship between the Parties, the Guest acknowledges that he/she has read and understood the contents of these GTC and that he/she is bound by its provisions.

II. Details of the hotel operator:

Name: VB2MW Korlátolt Felelősségű Társaság

Head office: 8600 Siófok, Fő utca 260.

Address for correspondence: 1074 Budapest, Dob utca 63.

Registering authority: Cégbírósága Kaposvár Törvényszéki Cégbírósága

Company registration number: 14-09-310871

VAT number: 23024890-2-14

III. Details of the Hotel

Name: Queen's Court Hotel and Residence***** Budapest

Address: 1074 Budapest, Dob utca 63.

Phone number: +3620 463 1883

E-mail address: finance@queenscourt.hu

Website address: <https://queenscourthotelbudapest.hu>

IV. Legal background

The Hotel makes these GTC in accordance with, in particular, but not limited to, the following legislation:

- The Fundamental Law of Hungary;
- Act V of 2013 on the Civil Code (hereinafter referred to as the "**Civil Code**"),
- Regulation (EU) 2016/679 of the European Parliament and of the Council on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Regulation (EC) No 95/46/EC (hereinafter "**GDPR**"),
- Act CXII of 2011 on the Right of Informational Self-Determination and Freedom of Information (hereinafter referred to as "**Info tv.**"),
- Act CLV of 1997 on Consumer Protection (hereinafter referred to as the "**Consumer Protection Act**"),
- Act XLVII of 2008 on the Prohibition of Unfair Commercial Practices against Consumers (hereinafter referred to as the "**Unfair Commercial Practices Prohibition Act**"),
- Government Decree 45/2014 (II.26.) on the detailed rules of contracts between consumers and businesses;
- Act CLXIV of 2005 on Trade (hereinafter referred to as the "**Garden Act**"),
- Act LXXVI of 2009 on the General Rules for the Commencement and Pursuit of Service Activities (hereinafter referred to as the "**Services Act**"),
- Government Decree No. 239/2009 (X.20.) on the detailed conditions for the provision of accommodation services and the procedure for the issuance of accommodation operating licences (hereinafter referred to as the "**Accommodation Services Government Decree**"),
- Regulation (EU) 2016/679 of the European Parliament and of the Council on the protection of natural persons with regard to the processing of personal data and on the flow of such data,
- Act CLVI of 2016 on the State Tasks for the Development of Tourist Areas,
- and, in addition to the foregoing, the laws in force at the time applicable to the economic activity carried out by the Service Provider and to the legal relationship between the Parties.

V. Interpretative provisions

For the purposes of these GTC, capitalised words and phrases listed below shall have the meanings set out below, regardless of their tense, number, manner or case:

- **Bank card:** a substitute for cash payments that a bank can give to its customers who have an account with it. The concept of a bank card also covers credit cards and debit cards. The list of credit cards accepted by the Service Provider is available on its Website and at the reception desk of the Hotel.
- **Countervalue or Price or Fee:** the monetary fee payable to the Service Provider for the use of the Service, which is payable by the Guest or the Costumer. The consideration consists of three parts: the price of the accommodation service, the price of the ancillary service and the amount of taxes (VAT and tourist tax)
- **Pre-authorisation:** a credit card authorisation operation that is not immediately followed by the execution of a financial transaction. This authorisation is for the anticipated amount of the transaction, up to which the bank or credit account balance is blocked, the blocking is not a debit, but is intended to cover the actual amount of the transaction. It shall remain in place for a period determined by the issuing bank, but no later than the end of the settlement phase of the transaction (until the actual amount of the transaction is debited) or until the transaction fails, whichever is the earlier and may vary according to the specific rules of the credit card issuer.

- **Restaurant:** the Chess Budapest restaurant, which is physically located at 1074 Budapest, Dob utca 63. The Restaurant's premises include the indoor part of the Restaurant, all the terraces of the Restaurant and the Hotel and the common courtyard.
- **User:** the natural or legal person who visits and uses the Hotel's website.
- **Website:** the <https://queenscourthotelbudapest.hu> portal and all its sub-sites, operated by the Service Provider.
- **Hotel/Hotel/Service Provider:** the Queen's Court Hotel and Residence***** Budapest, physically located at Dob utca 63, 1074 Budapest, Hungary, operated by VB2MW Kft. The Hotel provides the Service to the Guest as set out in the GTC. The Hotel has a contractual partnership with the Restaurant, whereby the Restaurant provides breakfast, buffet, a'la carte and event catering services to the Hotel Guests.
- **Additional Service:** other services provided by the Service Provider to its Guests for the purpose of spending leisure time in a meaningful way, maintaining health, improving physical well-being, which are not part of the given type of Accommodation Service, provided that the Service Provider offers or provides such services to the Guests at the time of the Service (e.g. consumption from the minibar of the Room, massage and/or body treatment, etc. The scope and the Countervalue of the various types of Additional Services that may be used by the Guests in a given period shall be published by the Service Provider on the website or, upon request of the Guest(s), shall be separately communicated to the Guest(s) before or during the provision of the Accommodation Service, depending on when the request for the Additional Service(s) arises, but in any case before the use of the Additional Service(s). The scope of the Additional Services may vary or change at different times of the year.
- **Cost bearer:** a natural or legal person or an unincorporated business entity who or which pays the Service Provider the consideration due to the Service Provider for the use of the Service. The Cost Bearer may be the Guest, the Person Staying with the Guest or a third party.
- **Accommodation Service:** the provision of accommodation in a Hotel for a non-permanent stay, including overnight accommodation and rest, and other services directly related to the provision of such accommodation, such as restaurant services, breakfast or half board, which are not included in the Additional Services.
- **Room:** single or double room in the Hotel. The types of rooms available at any given time can be found on the website.
- **Service:** the collective term for the Accommodation Service and Additional Service(s).
- **Operator:** the VB2MW Ltd. as the company operating the Hotel.
- **Guest:** the party who concludes the Service Contract with the Service Provider, who is in practice a natural person using the Service Provider's Services, and who does not fall under the definition of a Co-Resident with the Guest.
- **Person(s) Staying with the Guest or Person(s) Staying with the Guest:** the person(s) arriving with the Guest and staying in the Room with the Guest, who uses the Accommodation Service and/or the Additional Service(s) with the Guest.

VI. Scope and modification of the GTC

These GTC will be published on **4 November 2024** and will remain in force until amended.

The personal scope of these GTC shall apply to the Service Provider, the Operator, the Guest and/or the Cost Bearer and the Person(s) Staying with the Guest.

The Guest and the Costumer acknowledge that the Civil Code. (4) of Article 6:191 of the Civil Code, the Service Provider shall be entitled to unilaterally amend the provisions of these GTC with future effect, in which case it shall inform the parties concerned of the fact of the amendment and its content by publishing the amendment on the Website, with the proviso that the provisions of the Individual Service Contracts concluded prior to the amendment but not yet terminated shall not be affected by the amendment.

VII. Establishment of the Service Contract

7.1. By entering into the Service Agreement, the Customer or the Costumer also expressly accepts the provisions of these GTC and acknowledges that the GTC shall enter into and remain in force as part of the Service Agreement for the entire duration of the Service Agreement.

7.2. The Service Contract may be concluded by oral or written agreement between the Service Provider and the Guest and/or the Costumer as follows:

- If the Service Agreement is concluded **orally**, it is concluded when the offer of one Party (hereinafter referred to as "**Offer**") is accepted orally by the other Party, including by telephone. An oral Offer must be accepted immediately, otherwise the Service Contract shall not be concluded. In any case, the Service Provider shall send a written confirmation of the acceptance of the oral Offer (hereinafter referred to as "**Confirmation**") to the Guest.
- If the Service Contract is concluded in **writing**, for example by e-mail, it is concluded if the written offer to conclude the Service Contract is accepted in writing by the Guest or if the written offer to conclude the Service Contract is accepted orally by the Guest and the Service Provider sends a written confirmation of the acceptance by the Guest.

7.3. Provisions relating to the Offer

The Service Provider shall specify the other services directly related to the Service or the Service (e.g. breakfast, half board, etc.) in its Offer. The Service Provider shall also inform the Guests in the Offer about the Additional Services and their conditions, if any, which may be ordered and used by the Guest.

All offers, holiday and other offers, promotions, discounts published on the Website and available at the reception desk of the Hotel shall be considered as an offer, even if they are not individual offers made on behalf of the Guest. In addition, the Guest may request the Service Provider to provide him/her with a personalised, individual Offer in writing or orally.

In the event of a clear and obvious administrative error (e.g. a difference in magnitude between the price stated in the Offer and the realistic and market price that is realistic and can be recognised by anyone), the Offer is deemed null and void and the Guest is obliged to notify the Service Provider if such a circumstance

experience. The above provision shall apply to all stages of communication between the Parties in relation to the Offer (submission, confirmation, etc.).

7.4. **Call for tenders, new Offer**

If the Guest wishes to accept the Service Provider's Offer with a different content, it shall be considered as an invitation to tender and the Service Provider shall be entitled to send a new Offer or to accept the invitation to tender.

If the Service Provider sends a confirmation with a different content than the one accepted by the Guest, including in the case of a minor administrative error, it shall be considered as a new Offer, which the Guest is entitled to accept or reject. If the Guest accepts the Confirmation as a new Offer, the Service Provider shall confirm it in writing to the Guest.

7.5. In the event of any dispute between the Contracting Parties regarding the conclusion and/or the content of the Service Contract, as well as the termination of the Service Contract with or without contractual performance, the conclusion and/or the content of the Service Contract shall be deemed to be, and the termination of the Service Contract with or without contractual performance shall be proven and, in the event of a dispute, proved by the Contracting Party who invokes the conclusion and/or the specific content of the Service Contract and the termination of the Service Contract with or without contractual performance, whether orally or in writing (including by e-mail).

7.6. If the Parties enter into a separate deed of individual Service Contract (hereinafter referred to as "**Individual Service Contract**"), the provisions of the GTC shall also govern the legal relationship between them, with the proviso that in the event of any discrepancies or contradictions, the provisions of the Individual Service Contract as a separate deed of individual agreement between the Parties shall prevail.

VIII. The Service Contract

8.1. The contents of the Service Contract can be known in practice and in general from the Offer, the relevant order, the Confirmation and the GTCs sent by the Service Provider or available on the website and at the reception desk of the Hotel. An exception to this shall be the case if the Parties conclude an Individual Service Contract for a separately named service.

8.2. **Minimum content of the Service Contract**

The Service Provider shall define the minimum terms and conditions of the commonly used, simplified Service Contract with the following minimum terms and conditions, unless otherwise specified. The Service Contract must contain:

- the date or duration of the use of the Accommodation Service, i.e. the day of arrival (hereinafter referred to as the "**Arrival Date**") and the day of departure (hereinafter referred to as the "**Departure Date**"),
- the Guest's name,
- the Guest's contact details (email address and/or home address and/or telephone number),
- Number of Persons Staying with a Guest,
- the type of Accommodation Service, including the type of Room and the type of board required, or, where more than one Accommodation Service is requested, the type of Accommodation Service

the number of services and, where different types of accommodation services are used, the number of accommodation services per type of accommodation service,

- the amount of the Countervalue and the payment method chosen by the Guest,
- an indication if it is a non-refundable payment of the Countervalue,
- the requested Additional Service(s), if the Additional Service(s) was already known to the Guest before the provision of the Accommodation Service.
- if the Guest and the Cost bearer are not the same person, the name, address or registered office of the Cost bearer and, in the case of a company, the tax number of the Cost bearer, with the understanding that in this case the Service Provider will conclude the Service Contract with the Cost bearer,

8.3. The Service Contract is for a fixed period (the period between the Arrival Date and the Departure Date, including these two days).

8.4. By entering into the Service Contract, the Service Provider undertakes to provide the Accommodation Service as defined in the Service Contract and these GTC and, if such service(s) is (are) defined in the Service Contract, the Additional Service(s) under the Service Contract to the Guest and the Person(s) staying with the Guest in accordance with the Service Contract.

The Guest agrees to use the Service together with the Person(s) staying with the Guest, if any, and to be responsible for the conduct of the Person(s) staying with the Guest, to pay the Service Provider the Service Value for the Service used by the aforementioned persons in due time and to compensate the Service Provider for any damage caused, even if the Cost Bearer is a person other than the Guest, but the Cost Bearer fails to perform in due time. The Guest acknowledges that the person(s) staying with the Guest may be liable to the Service Provider for any payment obligations of the Service Provider under the Civil Code. 6:416 § - 6:430 § of the Civil Code, and hereby acknowledges that it expressly waives any objection to the assertion of a lien.

The Guest and the Cost bearer expressly undertake that they shall be liable to the Service Provider in accordance with the provisions of the Civil Code. 6:427, the Guest hereby jointly and severally guarantee the Service Provider for any payment obligations incurred towards the Service Provider.

8.5. The Service Provider and the Guest are entitled to modify the content of the Service Agreement by mutual and unanimous written agreement.

8.6. The Guest (Cost Bearer) acknowledges that the provisions of this clause of the GTC comply with the provisions of the Civil Code. 6:430 of the Service Provider as the rightful owner of the information obligation towards the consumer.

8.7. **Termination of the Service Contract**

8.7.1. The Service Contract shall terminate upon its contractual performance and the Parties shall be entitled to terminate the Service Contract by mutual agreement in writing at any time.

8.7.2. The Service Contract cannot be terminated by ordinary termination.

8.7.3. Cases of extraordinary termination of the Service Contract:

The **Guest or the Costumer is entitled to** terminate the Service Contract with immediate effect by means of an extraordinary termination, if

- the Service Provider provides the Service to the Guest (and the Person Staying with the Guest) under the Service Contract in a manner that seriously breaches the provisions of the contract and fails to provide the contractual condition within a reasonable period of time despite the Guest's request,
- the Service Provider, or any person acting for or on behalf of the Service Provider, or any other Guest, engages in any conduct that is manifestly contrary to the peaceful stay and relaxation in the Hotel or to the requirements of human coexistence, or is flagrant or intolerable, and fails to remedy the same despite the Guest's request to do so,
- the Service Provider or any person acting for or on behalf of the Service Provider or any other Guest is suffering from a contagious disease that endangers the health of the Guest (and the person staying with the Guest). In the event of a contagious disease, the Hotel shall act in accordance with Decree No. 18/1998 (VI. 3.) NM.

The Service Provider shall be entitled to terminate the Service Agreement with immediate effect, by means of extraordinary termination, if.

- the Guest or the Cost Bearer fails or refuses to provide the information necessary for the contractual performance of the Service undertaken by the Service Provider within the agreed time limit, or otherwise seriously breaches its obligation to inform and cooperate, causing legal prejudice to the Service Provider,
- the Guest (and/or any other person staying with the Guest) damages the Hotel, including the Room, the furnishings, accessories, other movable property or real estate owned or possessed by the Service Provider and/or uses the Hotel contrary to its intended purpose and does not stop using the same despite being requested to do so,
- the Guest (and/or any other person staying with the Guest) does not comply with the safety rules and regulations of the Service Provider or the GTC, behaves in an inappropriate or rude manner with its employees, is under the influence of alcohol or drugs, or engages in threatening, abusive or other unacceptable behaviour, engages in scandalous or intolerable conduct towards other Guests or other persons staying in the Hotel which is contrary to the peace and quiet of the Hotel or to the requirements of human coexistence and interaction, and does not cease to do so despite being requested to do so,
- the Guest (and/or any other person staying with the Guest) commits a criminal offence,
- provided that, if the conduct complained of is so serious that the Service Provider cannot be expected to maintain the Service Contract, in that case, termination with immediate effect need not be preceded by a prior notice,
- the Guest (and/or any other person staying with the Guest) suffers from a contagious disease that endangers the health of other Guests and/or any other person staying with the Guest or of personnel acting in the interest or for the benefit of the Supplier, in which case the Guest shall leave the Hotel with his/her luggage at his/her own expense within the period of notice of termination of the stay. In the event of a contagious disease, the Hotel is obliged to act in accordance with Decree No. 18/1998 (VI. 3.) NM.

suspected, the Service Provider is entitled to call a doctor, who will establish the fact of infection, which procedure the Guest must tolerate.),

- the Guest or the Costumer refuses to honour the Payment Guarantee or the Security Deposit,
- the Guest/Contributor fails to fulfil the obligation to pay the advance and to supplement the advance,
- the Guest (and/or the person staying with him/her) fails to comply with the legislation in force, in particular, but not limited to, the obligations and standards of conduct in force in relation to the public health regulations and measures laid down by the State and the Service Provider, in which case the Service Provider shall be entitled to terminate the Service Contract with immediate effect without any prior or further warning.

8.7.4. In the event of any extraordinary termination as defined in clause 8.7.3 of the GTC, the Guest's or the Costumer's obligation to pay the Consideration shall arise simultaneously with the extraordinary termination pursuant to clauses 8.7.5 and 8.7.6 of the GTC.

8.7.5. If the Service Contract is terminated by the Customer or the Costumer for one of the reasons specified in clause 8.7.3 of the GTC, the Customer or the Costumer shall pay the Service Provider the Countervalue of the Services already used. Payment shall become due on the date of the extraordinary termination. In this case, the Guest or the Costumer shall not be obliged to pay the Countervalue of the Services not yet used. If the Guest or the Costumer has already paid the Countervalue of the Services not yet used (e.g. by prepayment), it shall be returned to him in the same way as the payment.

8.7.6. If the Service Contract has been terminated by the Service Provider for reasons attributable to the Guest or the Cost Bearer, the Service Provider may claim the full amount of the Countervalue under the Service Contract, but may waive this right in whole or in part at its discretion.

8.7.7. The Service Agreement shall terminate if the Service Agreement between the Parties is not fulfilled for reasons of "force majeure", or in the event of the death or legal dissolution of the Guest.

A "force majeure" is a cause or circumstance (for example: war, fire, flood, adverse weather, power failure, strike) over which neither party has control and therefore either party is relieved of its obligations under the Service Contract for as long as such cause or circumstance exists. The Supplier and the Customer (Cost Bearer) agree to use their best endeavours and cooperate with each other to minimise the possibility of such causes or circumstances occurring and to remedy any damage or delay caused thereby as soon as possible.

8.7.8. This provision shall not affect the obligation of the Service Provider or the Guest / Costumer to pay compensation under the law.

IX. Contractual rights and obligations of the Service Provider

9.1. The Service Provider reserves the unilateral right to request from the Guest or the Costumer, upon arrival, a payment guarantee - bank card pre-authorization, cash deposit or payment of the amount of the pre-ordered services (accommodation, meals and other services) - for the unpaid basic and extra services (hereinafter collectively referred to as "**Payment Guarantee**"). The Service Provider shall inform the Guest of the fact and extent of the claim for the Payment Guarantee upon arrival, who shall accept the extent and terms of the Payment Guarantee in writing. The daily amount of the Payment Guarantee

up to the daily room rate set out in the Service Contract, provided that the Service Provider reserves the unilateral right to require the Guest or the Costumer to provide additional security of a deposit nature (hereinafter referred to as "**Security Deposit**") in excess of the amount of the Payment Guarantee. The Service Provider reserves the right to terminate the Service Agreement with immediate effect if the Guest or the Costumer refuses to provide the Payment Guarantee and/or the Security Deposit.

- 9.2. The purpose of the Advance Payment, the Payment Guarantee and the Security Deposit is to provide the Service Provider with security in the event that the party providing the security fails to fulfil its obligations under the GTC and/or the (Individual) Service Contract, the Service Provider may use the Payment Guarantee and/or the Security Deposit to satisfy its claims under the GTC and/or the (Individual) Service Contract. In view of the above, both the Payment Guarantee and the Security Deposit shall be security in the nature of a surety under the Civil Code.
- 9.3. If the Guest or the Costumer fails to fulfil his/her obligation to pay the fee for the extra services used or ordered in the Service Contract at the expense of the Guest or the Costumer, the Service Provider is entitled to enforce this claim directly against the Guest or the Costumer as guarantor.
- 9.4. The Service Provider's security service has the right to remove from the premises any person who threatens the peace and security of any of the Service Provider's activities, with due respect for the rights of the individual. In the event of the Service Provider's security service taking action in this respect, the Service Provider shall not be liable to the Guest or the Costumer or to the person concerned for any compensation.
- 9.5. The Service Provider shall:
- to provide the accommodation, catering and other services ordered under the Service Contract with staff with appropriate expertise, in accordance with the applicable regulations and service schedules,
 - investigate the Guest's (and/or the Co-resident's) written complaint, take the necessary steps to resolve the problem, and document the results of the investigation and the action taken.
- 9.6. If the Service Provider is unable to provide the Services under the Service Contract due to its own fault (e.g. overcharging, temporary operational problems, etc.), it shall immediately arrange for the accommodation of the Guest (hereinafter referred to as "**Accommodation Guarantee**").
- 9.7. The Service Provider is obliged to:
- to provide/offer the Services included in the Service Contract, at the price confirmed therein, for the period specified therein or until the impediment ceases, in another accommodation of the same or higher category. All additional costs of providing the substitute accommodation shall be borne by the Service Provider;
 - provide the Guest with a free telephone call to inform him/her of any change of accommodation;
 - the difference between the price of the replacement accommodation offered to the Guest and the price of the accommodation booked will be reimbursed by the Service Provider;
 - if the Service Provider fully complies with these obligations and the Guest accepts the replacement accommodation offered to him/her, neither the Guest nor the Costumer may claim any subsequent compensation.

9.8. The Service Provider declares that all information and data relating to the Guest and/or the Persons staying with the Guest will be treated as confidential and will be treated as such in accordance with the laws in force at the time.

X. The Guest's contractual rights and obligations

- 10.1. Under the Service Contract, the Guest (and the Person Staying with the Guest) is entitled to use the Service Provider's facilities for their intended purpose, which are included in the normal scope of services set out in the Service Contract and are not subject to special conditions.
- 10.2. The Guest (Cost Bearer) is obliged to pay for the ordered services by the date and in the manner specified in the Service Contract, subject to the provisions detailed in the GTC.
- 10.3. The Guest (and the person staying with the Guest) shall at all times comply with the rules of the Hotel and the provisions of the applicable GTC in relation to the use of the Hotel's services throughout the entire territory of the Hotel.
- 10.4. Smoking is only allowed in the designated areas of the Service Provider's premises, and any damage resulting from a breach of this rule or intentional damage will result in the offender or the person causing the damage being liable for compensation.
- 10.5. The Service Provider may, upon the express request of the Guest (and the person staying with the Guest), arrange parking spaces in the indoor garage located under the Hotel premises for a fee and subject to the current capacity. The Service Provider informs the Guest that the car park/underground car park is closed to the public. The parking/underground car park area is monitored and guarded by cameras, and traffic in the area is subject to the rules of the Highway Code. The Service Provider shall be liable for any damage caused in the underground car park to the person(s) using the service, except in cases where the damage is caused by the Service Provider. The Service Provider shall maintain a valet parking service for guests using the underground car park.
- 10.6. Costs related to the prior and subsequent storage and transport of materials and equipment not owned by the Service Provider shall be borne by the Guest (and/or the person staying with the Guest).
- 10.7. If the Guest falls ill while using the accommodation service and is unable to act on his/her own, the Hotel will offer medical assistance. The Guest shall use the offered medical assistance at his/her own risk and responsibility. The doctor is not an employee, agent or collaborator of the Service Provider, and the Service Provider excludes any liability for the diagnosis, the therapy used and its consequences. In the event of the illness/death of the Guest, the Service Provider shall claim reimbursement of the costs incurred by the relatives, heirs or bill payers of the patient/deceased person, in respect of any medical and procedural costs, the value of services used prior to the death, and any damage to equipment and furnishings in connection with the illness/death
- 10.8. Guests have unlimited use of the Wellness service included in the room rate.

XI. Payment terms

- 11.1. The Supplier shall specify in the Offer the Countervalue for the Service and the statutory tax rates applicable at the time of the Offer. The Contracting Parties shall be bound by the Countervalue(s) set out in the Offer accepted and confirmed by the Guest and may not unilaterally change the Countervalue of the Service.
- 11.2. The Guest or the Costumer shall pay the Service Consideration by bank transfer in advance, or by cash on the spot, or by debit card, SZÉP card or a combination thereof on the spot. The Counter-Value shall be debited to the credit card account provided by the Guest by the financial service provider contracted with the Hotel or paid in cash by the Guest himself to the Hotel's employee.
- 11.3. A list of the detailed conditions for payment by credit card and the types of credit cards accepted by the Hotel is available at the Hotel reception and on the Hotel's website (<https://queenscourthotelbudapest.com/>).

If you book online on the Hotel's website, you can pay for your reservation using the methods indicated below:

- Online payment by credit card: within the Booking website application
- Accepted credit cards: Maestro, MasterCard, Visa, Visa Electron, American Express
- Online payment with SZÉP card: OTP SZép Kártya, MKB SZép Kártya, K&H SZÉP Kártya

- 11.4. The Service Provider is obliged to issue invoice(s) for the Countervalue due to it in accordance with the provisions of the applicable legislation. The currency of the invoice issued by the Service Provider in accordance with the Hungarian legislation for the settlement of the consideration for the services rendered under the Service Contract and the consideration for the services and consumption of the Guest (the Person Staying with the Guest) or the extra consumption used by the Guest, and which itemizes the services and consumption, may be HUF or EURO.

The Guest shall therefore be entitled to pay the Countervalue or a part of the Countervalue to the Service Provider in Euros, provided that in this case the mid-rate of the currency of the Service Provider's account-keeping bank, as unilaterally determined by the Service Provider, shall prevail at the Hotel reception desk at the time of payment, when converting the Countervalue in Hungarian Forint into Euros.

- 11.5. If the currency of the price fixed in the confirmation issued by the Service Provider is not HUF, the invoice issued by the Service Provider shall indicate the amount payable in HUF in addition to the currency of the confirmation, indicating the exchange rate. The conversion shall be made at the mid-market exchange rate of the Service Provider's account-keeping bank on the last day of the period specified in the Service Contract.
- 11.6. The Service Provider shall record the use of both the extra consumption and the extra service provided for in the Service Contract in its computer system in each case, and shall prepare a written proof of the extra consumption and extra service. The person(s) recorded in the Service Contract by the Guest (Co-resident) shall acknowledge the consumption by signing the receipt.
- 11.7. The invoice issued by the Service Provider shall be paid by the Guest (Cost Bearer) in the currency of the confirmation. If the transfer is not made in the currency indicated in the confirmation, the conversion shall be made on the date of crediting the funds to the Service Provider's bank account

is based on the exchange rate of the Service Provider's account-keeping bank. Once the invoice is issued, the Service Provider is not entitled to change the billing name and address.

- 11.8. When the invoice is settled, the bank charges related to the transfer of the total amount of the invoice shall be borne by the Guest (Cost Bearer).
- 11.9. Any request for a VAT invoice must be notified in advance before payment.
- 11.10. The Hotel has a contractual partnership with the Restaurant, under which the Restaurant provides breakfast Swedish table service, a la carte and room service to the Hotel Guests. The Hotel's reception and staff act as an indirect service provider between the Restaurant and the consumer, and therefore have full authority from the Restaurant to accept cash or make credit card payments on their behalf.
- 11.11. The Guest and the Cost Bearer acknowledge that the provisions of the Civil Code (Ptk. 6:427, the Customer and the Guest are jointly and severally liable to the Service Provider for the payment obligations towards the Service Provider. The Guest and the Costumer expressly acknowledge that where the provisions of the GTC contain a surety bond, it shall in all cases be deemed to be the obligated guarantor under the provisions of the Civil Code. 6:416 §§ 6:430 of the PPA, according to which the obligated guarantor is not entitled to objection of subrogation.
- 11.12. The Hotel will charge the Guest's or the Costumer's credit card for the balance of the Services incurred and not paid for in arrears. In the event of refusal of payment for any reason, the Hotel is entitled to retain the Guest's (and the Person Staying with the Guest) belongings brought to the Hotel and to enforce its lien on them.
- 11.13. In the event of unpaid departure, the Hotel shall, in addition to a police report, take legal action against the Guest or the Costumer, the costs of which shall be borne by the Guest.
- 11.14. The Service Provider does not differentiate the Countervalue (i.e. the Countervalue of the Accommodation Service and the Ancillary Service) resulting from the Service Contract according to age.
- 11.15. The Service Provider may guarantee the use of the Service in certain cases:
 - 50% prepayment, which can be made by prepayment by bank transfer, online payment by Bank Card or by providing your Bank Card details and pre-authorisation by the Service Provider of 50% of the Countervalue of the Services ordered and confirmed, or
 - in the case of a special offer, so-called non-refundable order, the total amount of the Countervalue of all Services specified in the Offer or Confirmation accepted and confirmed by the Guest will be charged at the time of the order, which cannot be refunded to the Guest (Cost Bearer).
 - the Service Provider reserves the right, if the Guest's booking falls within a period of time subsequently determined by the Service Provider to be a priority period, to request an additional advance payment, the details of which the Service Provider will inform the Guest in writing. The Guest shall be obliged to pay the advance payment or to approve the pre-authorisation in writing within 5 days of being informed, failing which the Service Provider shall be entitled to terminate the Service Contract with immediate effect and cancel the Guest's reservation. The Guest is also entitled to cancel the reservation within 5 days of being informed of the cancellation without any legal consequence.

11.16. If the confirmation of the Customer's order by the Service Provider or the Individual Service Contract contains provisions different from the above, the provisions of the confirmation or the Individual Service Contract shall prevail.

XII. Cancellation conditions

- 12.1. The Service Provider shall, at the time of confirmation of the service ordered by the Guest, inform the Guest individually of the conditions of cancellation of the service ordered by the Guest. If the Service Provider has not specified any other conditions in the confirmation of the Guest's order or if the Contracting Parties have not specified any other conditions in the Individual Service Contract, the Service may be cancelled free of charge on the 7th day (Budapest local time) prior to the Arrival Date. In this case, the Countervalue paid shall be returned in full to the Guest (Cost Bearer) and reimbursed to the Service Provider in the same way as the amount was received by the Service Provider, whereas in the event of cancellation after this date, the Guest or Cost Bearer shall pay the Service Provider a cancellation penalty equal to the amount of the Service ordered.
- 12.2. If the Guest has ordered the Service by paying a non-refundable Countervalue, the Guest will not receive a refund of the Countervalue paid even if the Service is cancelled. In the case of a non-refundable order, the conditions of use of the Service (arrival and departure dates) cannot be modified.
- 12.3. The Service Provider accepts cancellation, termination or withdrawal only in a definite written statement.

XIII. Compensation provisions

13.1. The Service Provider's liability for damages:

The Hotel shall be liable only for damage to items not excluded from the scope of items that the Guest (and the person staying with the Guest) has handed over to the Service Provider's designated employee for deposit in the designated place in the Hotel, i.e. exclusively in the locked safe in the room or in the safe provided in the lobby. In the event of liability on the part of the Service Provider, the amount of compensation for the above shall not exceed fifty times the daily room rate. The liability of the Service Provider shall be governed by the general rules on compensation for damages, with the exceptions set out in these GTC.

The Service Provider shall be liable for securities, cash and other valuables of a value exceeding HUF 1.000.000,- (one million HUF) only if the Service Provider has expressly accepted the item from the Guest for safekeeping, and the Service Provider's liability for such items shall be unlimited. If the Guest (or the person staying with the Guest) does not hand over the objects referred to in this paragraph to the Supplier for safekeeping, the Guest (or the person staying with the Guest) shall be liable for the loss, damage or destruction of such objects and the Supplier shall not be held liable in any way whatsoever.

The Service Provider may refuse to accept securities, cash and other valuables with a value exceeding HUF 1.000.000,- (one million HUF) without giving any reason, and upon the request of the Guest (or the Person Staying with the Guest), the Service Provider shall deposit the value of the Guest (or the Person Staying with the Guest) in the central safe located at the reception, which the Guest may use at his/her own expense. In addition, there is a safe deposit box in each room, the use of which is included in the price of the reservation. The Service Provider is responsible for

for any damage suffered by the Guest (and any other person staying with the Guest) which is caused by the fault of the Service Provider or the person(s) acting on behalf of the Service Provider at the place of the service.

The Service Provider shall not be liable for damage caused by an unavoidable cause beyond the control of the Service Provider's employees or caused by the Guest (and the Guest's Co-Host) or its guests or employees.

The Service Provider may designate places at the place of service where the Guest (and the Guest's Resident) or its guests and employees may not enter. The Service Provider shall not be liable for any damage or injury occurring in such places, which shall be deemed to have been caused by the Guest (and the Person Staying with the Guest).

The Guest (and the person staying with the Guest) or his/her guests and employees must immediately report any damage to the Service Provider and provide the Service Provider with all necessary information to clarify the circumstances of the damage, possibly for the purpose of a police report/police procedure.

13.2. **The Guest's liability for damages**

Except as otherwise provided in these GTC, the Guest shall be liable for (i) the payment of any payment obligations incurred under the Service Contract (e.g. for the payment of the Counter Value or the use of Additional Services or any Hotel Services) and (ii) the payment of any damages caused by the Guest to the Supplier (hereinafter collectively referred to in this clause as "**Payment Obligation**").

The Guest shall be responsible for the Payment Obligations of (i) the Person(s) Staying with the Guest and (ii) persons not falling into these categories who visit or stay with the Guest or the Person(s) Staying with the Guest (collectively referred to in this clause as "**Affected Persons**").

The Guest expressly undertakes that the Payment Obligations of the Data Subjects arising from the Service Provider shall be paid by the Service Provider in accordance with the provisions of the Civil Code. 6:416 § - 6:430 § and hereby acknowledges that it expressly waives any objection to the assertion of a lien.

If the Costumer bears the Countervalue, the Guest and the Costumer shall be liable to the Service Provider in accordance with the provisions of the Civil Code. 6:427, the Guest and the Costumer jointly and severally guarantee the Payment Obligation of the Persons Concerned (in the case of a corporate event, the Persons Concerned shall also include persons belonging to the Hotel premises at the invitation of the Costumer, e.g. a lecturer). The Guest and the Costumer expressly acknowledge that, with regard to the guarantee, neither of them may raise a defence of insolvency.

The Guest (and the Cost Bearer) acknowledges that the provisions of this clause of the GTC also comply with the Civil Code. 6:430 of the Service Provider as the rightful owner of the information obligation towards the consumer.

In the event that it is discovered after the final departure of the Guest or the Affected Persons that the Guest or the Affected Persons have caused material damage to the Service Provider or to another Guest or another Affected Person or to a third party, the Service Provider is entitled to claim the amount of the damage from the Guest, including against the Payment Guarantee and/or the Security Deposit.

In such a case, the Service Provider shall keep the evidence beyond reasonable doubt in its original state for 3 years and make it available to the competent authority if necessary.

In the cases provided for in this clause, the Service Provider is entitled to initiate appropriate civil, misdemeanour or criminal proceedings (together, depending on the circumstances) against the Guest and/or the Cost bearer (if any).

The extent of the damage to property caused by a Guest (and/or a Person Staying with him/her) or his/her guests and employees shall be determined by the Service Provider. If the Guest (and/or the person staying with him/her) or his/her guests and employees disputes the amount of the damage caused by him/her, he/she may appeal to the superior of the employee who determined the amount of the damage. If the Guest (and/or the Co-host) or his/her guests and employees still do not accept the amount of the damage assessed, he/she may take legal action in accordance with the legislation in force at the time.

If either of the Contracting Parties communicates data to the other Party on digital media or via the Internet, it shall ensure that the data are safe, secure and virus-free by means of an appropriate virus protection device. If either Party fails to comply with this obligation and damage is caused to any computer or system of the other Party, the Party in breach of its obligation shall be liable for the full cost of the damage.

XIV. Check-in, occupation of the Rooms and check-out

- 14.1. Guests will receive a card as a room key to register the Guest(s) staying in the room needed. Registration involves the accurate completion of a registration form and proof of the guest's identity. The presentation of proof of identity is a contractual condition considered essential by the Hotel. In the case of stateless persons and non-EU citizens, the presentation and handing over of a stateless card or passport is required by law.
- 14.2. Rooms can be booked from 15:00 on the day of arrival. In case of earlier reservation of the Room, the Hotel is entitled to charge a surcharge as specified in the Service Contract or in the confirmation.
- 14.3. Upon request, the Service Provider will provide the use of a luggage room free of charge in the room designated for this purpose, according to its capacity, for the purpose of storing the luggage of the Guests.
- 14.4. In the event of unforeseen technical difficulties due to causes beyond the control of the Hotel, the Service Provider reserves the right to change the accommodation, while the Guest is entitled to enforce the Accommodation Guarantee.
- 14.5. If the reservation is made with false information, the Hotel may refuse to accept the guest at the check-in or, as soon as it becomes aware of this, may withdraw from the Service Contract and refuse to provide the Service at any time.

Logout

- 14.6. On the day of check-out, the Guest (and the Person Staying with him/her) must leave the Room with his/her luggage and belongings by 11:00 a.m. and return the card received at check-in to the Hotel reception.
- 14.7. In the event of late departure from the Room, the Hotel is entitled to charge a surcharge as set out in the Service Contract or confirmation.
- 14.8. The Service Provider is entitled to resell the Room vacated before the Check-out Date.
- 14.9. The Guest or the Costumer shall pay the price of his/her stay in the Hotel no later than before his/her final departure from the Hotel in the manner set out in the Service Contract and in Section XI of these GTC.

XV. Accommodation service

- 15.1. The current room rates are posted at the reception desk of the Hotel.
- 15.2. Contents of the Room price:
 - with the basic accommodation package;
 - other services: unlimited use of wellness facilities,
free WiFi internet connection throughout the hotel.

XVI. Additional services

- 16.1. The prices of the Additional Services are available at the location where the Service is used.
- 16.2. The Service Provider will list below, by way of example, the Supplementary Services, given that they are different from the usual contractual practice and may be used for an additional fee.

- **Compulsory cleaning service in case of improper use of the Room**

In the event that the Guest(s) or Co-Roomer(s) smoke(s) in the non-smoking Room, or perform(s) activities in the Room that are incompatible with the Accommodation Service or the Additional Service, which significantly exceed the normal cleaning of the Room, the Service Provider is entitled to charge a separate fee.

The current charges for the obligatory cleaning service are available at the reception desk of the Hotel.

- **Excess use**

In the event that the Guest (and the Person(s) Staying Together) does not leave the Room within the time limit, the Service Provider shall be entitled to charge the Guest for the additional use of the Room (hereinafter referred to as the "**Additional Use Fee**").

The Guest (Cost Bearer) shall pay the Excess Usage Fee to the Service Provider as part of the Countervalue, if the obligation to pay it arises.

- **"A'la carte" food and drink**

The Service Provider shall publish the prices of its catering services not included in the Service Contract on the menu and drinks list regularly provided in each catering establishment. The service charge applied and shown on the invoice shall be a maximum of 18% of the value of the a la carte food and drink consumption.

XVII. Special rules for Visitors, Guests over 14 and Guests under 18

Rules for visitors

- 17.1. Only Guests registered at the reception (and the Person Staying with them) are allowed in the Hotel rooms. The Guest (and the Person Staying with him/her) is jointly and severally liable for the conduct of his/her visitor, including any damage. The Hotel excludes all liability for any damage caused by the visitor to the Guest (and/or the Co-Hosting Person) and/or to third parties.
- 17.2. The Hotel charges an extra fee for guests staying more than the number of guests stated in the reservation.

Rules for guests aged 14 and over (VIZA reporting)

- 17.3. Pursuant to Act CLVI of 2016 on the State Tasks of the Development of Tourist Areas, the accommodation provider is obliged to record the personal data of all guests using accommodation services in Hungary as defined by law via a document scanner in the accommodation management software and then to transfer them to a storage space, the Closed Guest Information Database (VIZA).
- 17.4. To record the data, the guest aged 14 or over using the accommodation service must present to the accommodation provider his/her ID card, driving licence or travel document that can be used for identification purposes. Failure to present this document will result in the accommodation provider refusing the accommodation service. By law, the accommodation provider is entitled to request the Guest's identity document if the Guest is over 14 years of age and the Guest is required to present it.

Rules for guests under 18

- 17.5. No alcohol may be consumed on the premises of the Hotel by persons under 18 years of age. The parent of a person under 18 years of age, or a person of legal capacity authorised by him/her, shall be responsible for ensuring that this obligation is observed/fulfilled. The parent or the person with legal capacity authorised by the parent is fully responsible for the legal, moral and financial consequences of any breach of this obligation.

XVIII. Failure to use the Service

- 18.1. In the case of a Guest who has not arrived without prior notice, if the Guest has provided the Service as provided for in the Service Contract, the amount of the Countervalue of the total Service ordered, as stated in the Offer accepted and confirmed by the Guest, will be charged. In this case, the Guest (Cost Bearer) shall pay the unpaid part of the Counter-Value to the Service Provider.
- 18.2. If the Guest (Cost Bearer) has guaranteed the reservation with a Payment Guarantee (including pre-authorization with the Bank Card details), the Service Provider is entitled to debit the account of the Bank Card up to the total amount of the Countervalue.

- 18.3. If the Guest (Cost Bearer) has used the Service in a non-refundable form and ordered it by paying a fee, the Guest (Cost Bearer) will not be refunded the paid fee in case of non-receipt, i.e. in case of non-use of the Service, and the Service Provider will not refund it.
- 18.4. In case of ordering the Service Provider's Offers subject to special conditions, the Service Provider may set different terms and conditions from the above, which are set out in an individual Service Contract.

XIX. Abnormal behaviour

- 19.1. For the guests' peace of mind, no noise, music, no noisy activities, sound effects, television, radio, etc., which disturb the room, are allowed in the Hotel between 20:00 and 10:00, except for events or programmes organised or authorised by the Hotel.
- 19.2. Any conduct or behaviour that disturbs the peace, safety, security, sense of security or privacy of others, or that constitutes or may constitute harassment or intimidation of others is prohibited on the premises of the Hotel, regardless of the time.
- 19.3. The Hotel's staff is entitled to warn the Guest (and/or the Person Staying with the Guest) who is disorderly and/or loud. The first warning is free of charge, for the second and third warning the Hotel will charge the Guest (and/or the Person Staying with the Guest) between HUF 40.000 and HUF 100.000 each. After the third warning, the Hotel is entitled to unilaterally terminate the Service Contract with immediate effect and to expel the Guest (and/or the Person Staying with the Guest) from the Hotel without any obligation to pay back and/or compensation.
- 19.4. The Hotel excludes all liability for any damage caused by the Guest's (and/or the other person staying with the Guest) conduct to other guests.
- 19.5. Furthermore, it shall be considered as an irregular behaviour if the Guest brings into the Hotel's premises items that are not the usual items, in particular, but not limited to, the following items that are expressly not allowed to be brought into the Hotel's premises:
- Objects exceeding the value limit of 1.000.000,- Ft,
 - things classified as corrosive, flammable chemicals or substances under existing legislation,
 - materials classified as flammable and/or explosive under the legislation in force,
 - food and beverages (including alcoholic beverages) not purchased in the Hotel's shop or service unit,
 - a particularly expensive, valuable object of great value, a museum object,
 - fireworks, firecrackers, their parts and components,
 - waste, harmful to the environment, harmful to health,
 - psychotropic substance,
 - anything the possession of which is unlawful and/or constitutes a criminal offence.
- 19.6. The Hotel may, upon prior written request of the Guest (and any other person staying with the Guest), authorise in writing the introduction of non-admissible items into the Hotel.
- 19.7. Animals may be brought into the Hotel with the prior permission of the Service Provider.

- 19.8. If the Guest (and the Person Staying with the Guest) brings into the Hotel's premises anything that is not admissible without the prior written permission of the Hotel, the Hotel may remove or have removed at the Guest's (and the Person Staying with the Guest's) expense. The Hotel shall not be liable for any damage to any property brought in without permission.
- 19.9. The Guest (and any other person staying with him/her) is fully liable for any damage or injury caused to other guests, third parties or the hotel by any unauthorised item.
- 19.10. The Guest is obliged to respect the smoking policy of the Hotel, which strictly prohibits smoking in the room. If this is detected, an extra cleaning fee will be charged, which will be between 40.000 and 100.000 HUF.

XX. Complaints handling

- 20.1. The Guest or the Person(s) Staying with the Guest (hereinafter referred to as "**the Complainant or Consumer**") may make any complaint (hereinafter referred to as "**Complaint**") arising during the period of the Accommodation Service, concerning the conduct, activity or omission of the Service Provider or of any person acting in the interest of or for the benefit of the Service Provider, the quality or nonperformance of the Service, or the quality of the Room, the objects and the quality of the Hotel, to the Service Provider at the reception desk of the Hotel, orally or in writing, no later than on the Check-out Date.
- 20.2. The Guest may submit any consumer complaints about the Service or the Hotel's activities orally or in writing to the Hotel Operator or directly to the Hotel using the following contact details:
- Postal address of the Hotel: 1074 Budapest, Dob utca 63.
 - Phone number: +36 1 882 3000
 - Internet address: <https://queenscourthotelbudapest.hu>
 - His e-mail address is finance@queenscourt.hu;
 - You can register in the Buyers' Book at the Hotel's Customer Service.
The Hotel will respond in writing within 30 (thirty) days to the entries made in the customer's book.

The Hotel is open from 00:00 to 24:00, 7 days a week.

20.3. Oral complaint

The Hotel shall investigate the verbal complaint immediately and remedy it as necessary. If the Complainant does not agree with the handling of the Complaint or if it is not possible to investigate the Complaint immediately, the Hotel shall immediately take a record of the Complaint and its position and, in the case of a personal oral complaint, shall provide a copy of the record to the Complainant on the spot.

In the case of an oral complaint communicated by telephone or other electronic communications service, the consumer must receive a reply on the merits within 30 (thirty) days at the latest, in accordance with the provisions applicable to replies to written complaints. In other respects, the consumer shall act on the written complaint as follows.

20.4. Written complaint

Unless otherwise provided for in a directly applicable legal act of the European Union, the Hotel is obliged to respond to the written complaint in writing within 30 (thirty) days of receipt and to take measures to communicate the complaint. The Restaurant shall state the reasons for its rejection of the complaint. A

oral complaints made by telephone or electronic communication service must be given a unique identification number by the Restaurant.

20.5. Minutes

The record of the complaint must include the following:

- the name and address of the Consumer,
- where, when and how the complaint was lodged,
- a detailed description of the Consumer's complaint, a list of the documents, records and other evidence presented by the Consumer,
- a statement by the Hotel of its position on the Consumer's complaint, if an immediate investigation of the complaint is possible,
- the signature of the person who took the minutes and, except in the case of an oral complaint made by telephone or other electronic communication service, the signature of the Consumer,
- the place and time of recording of the minutes,
- in the case of an oral complaint made by telephone or other electronic communication service, the unique identification number of the complaint.

The Hotel is obliged to keep the record of the complaint and a copy of the reply for five years and to present it to the supervisory authorities upon request. The Service Provider shall state the reasons for its rejection of the complaint.

20.6. In the event that any consumer dispute between the Hotel and the Consumer is not resolved through negotiations between the Parties or the Hotel has rejected the Consumer's Complaint, the following enforcement options are available to the Consumer:

- **Complaining to the consumer authorities**

Pursuant to Government Decree 387/2016 (XII. 2.) on the designation of the consumer protection authority, the district office or the district office of the county seat shall act in first instance in administrative authority cases, while the Kaposvár General Court or the Somogy County Government Office shall act in second instance cases. Contact details of the district offices: <http://jarasinfo.gov.hu>

- **Initiation of conciliation panel proceedings**

In the event of a consumer complaint, you have the right to apply to a conciliation body. The conciliation body is competent to settle consumer disputes out of court. The conciliation body's task is to try to reach an agreement between the parties to settle the consumer dispute and, if this is unsuccessful, to decide on the case in order to ensure that consumer rights are enforced in a simple, quick, efficient and cost-effective manner. The conciliation body shall, at the request of the Consumer or the Supplier, advise on the rights and obligations of the Consumer.

In the case of cross-border consumer disputes related to online sales or online service contracts, only the conciliation body attached to the Budapest Chamber of Commerce and Industry is competent to handle the procedure.

- **Initiation of legal proceedings**

If the Guest or the Consumer does not apply to a conciliation body or if the procedure has not led to a result, the Guest may apply to the courts to settle the dispute. The action must be brought by means of a statement of claim.

XXI. Data management

- 21.1. The Hotel has the right to record the data that comes to its knowledge in the course of contacting and/or maintaining contact with you or using the Service and to process it in accordance with the applicable data protection rules. The Consumer expressly acknowledges that the Hotel has a separate data protection and data management policy (hereinafter referred to as the "**Privacy Policy**"), which the Consumer must read and accept as a condition of the conclusion of the Service relationship. The Privacy Policy is valid from 4 November 2024 until its revocation in relation to the data processing carried out by the Hotel.
- 21.2. The Hotel is responsible for ensuring that the Privacy Notice is publicly available and that its contents are made available to the Consumers. The Privacy Notice is available on the Hotel's website <https://queenscourthotelbudapest.hu> and at the reception desk. The Hotel will also provide information on data management on the individual forms to be filled in.
- 21.3. The Hotel reserves the right to change the Privacy Policy unilaterally at any time. If the Privacy Policy is amended, the Hotel will inform the Consumers on its website.
- 21.4. By using the Website, the User expressly consents to the use of cookies (remarketing) for marketing purposes, which enable the Hotel to deliver personalised advertisements to visitors of the Website via the Internet. Cookies are small text files that are saved by the computer and the browser, and the User will not receive any further notification from the Restaurant that this has occurred. The User can disable the use of these cookies on the Google advertising settings page.

XXII. Other mixed provisions

- 22.1. The Parties shall communicate and make legal declarations on matters relating to the Service Agreement primarily by e-mail. If requested by either Party, substantive legal declarations concerning the Service Agreement shall be confirmed by a private document with full probative value.
- 22.2. Where these GTCs confer a right or an obligation on the Service Provider, the rightholder, exerciser or performer of the obligation shall be, first and foremost, the Service Provider's employees holding at least a middle management position, for example, the Front Office Manager, Sales Manager and only secondly the Service Provider's Managing Director.

An employee holding such a position is obliged to investigate the circumstances of the case in detail and to exercise his/her rights and obligations on that basis.

If the Guest or the person staying with the Guest disagrees with the decision of the said employee, the Guest or the person staying with the Guest may complain to the employee's superior.
- 22.3. If the Service Agreement is concluded with the Service Provider by persons using the Service as Guests together on the legitimate side, these Guests are considered to be jointly and severally liable with respect to the concluded Agreement.
- 22.4. Should any provision of the Service Agreement and/or the GTCs, which form an integral part of it, be invalid in whole or in part, this shall not affect the validity of the remaining provisions. By way of interpretation or addition, a provision must be found which achieves the economic objective pursued by the invalid provision within the limits permitted by law.

- 22.5. With regard to matters not regulated herein, the Hungarian laws and 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.
- 22.6. The Parties shall attempt to settle any disputes arising from the Contract by negotiation, and if this is unsuccessful, they submit to the jurisdiction of the court specified in Act CXXX of 2016 on the Code of Civil Procedure for the settlement of any dispute, regardless of the value of the dispute.
- 22.7. The Hotel is entitled to amend the provisions of these GTC at any time, which amendments shall enter into force upon publication on the website <https://queenscourthotelbudapest.hu>. The Hotel hereby reiterates its request to the Customers to read the GTC in force before using the Service.

All of our hotel staff do their best to achieve these goals, but the cooperation of our guests is essential. In order to achieve this, we consider it necessary to respect and comply with the standards set out in the GTC and in the individual House Rules and the Spa Wellness Regulations.

We welcome our dear visitors, guests, wish you a good rest, a pleasant relaxation and a rich experience.

Budapest, 4 November 2024.

SPA WELLNESS POLICY

WE KINDLY ASK OUR GUESTS USING THE SPA TO RESPECT THE FOLLOWING REGULATIONS!

The official opening hours of the Wellness area are 6:30-11:30 and 16:00-22:00 on weekdays and 10:00-22:00 on Saturdays and Sundays. The Service Provider reserves the right to change the opening hours.

1. The lifeguard and lifeguard service is only available during the above opening hours. Outside the indicated guarded hours, the use of the Wellness is prohibited!
2. Children under six years of age and children under 12 years of age who cannot swim may only swim and stay in the Wellness area under the direct supervision of an adult.
3. You are not allowed to visit the Wellness:
 - suffering from fever, stomach, intestinal and skin diseases,
 - suffering from a condition involving convulsions or loss of consciousness,
 - was affected by a large pathological lesion,
 - drunk or under the influence of drugs.
4. We are not responsible for the safety of personal belongings. There is a safe deposit box in the Wellness area.
5. Footwear (slippers), bathing suits and towels are required in the Wellness area.
6. Smoking is prohibited in the Wellness area, except in designated areas within the hotel.

Budapest, 4 November 2024.

BUDGET

1. GENERAL INFORMATION

- Accepted payment methods: cash, bank transfer, debit card, SZÉP card acceptance OTP, K&H (Leisure, Hospitality, Accommodation)
- Accepted credit cards: Maestro, MasterCard, Visa, Visa Electron, American Express
- Accepted currencies: HUF (Forint), EUR (Euro)
- Advance payment requirement: according to the rules set out in the reservation
- Tourist tax: according to the rules set in the booking (4% of the net room rate)
- General cancellation conditions: according to the rules set out in the booking
- All individual room reservations are subject to the cancellation rules set out in the confirmation.

2. LOGIN

- Before using the hotel services, the Guest shall fill in a hotel registration form.
- The Guest will receive a card as a room key, which requires the registration of the Guest(s) staying in the room.
- Registration involves the accurate completion of the registration form and proof of the Guest's identity.
- The presentation of identification and the guarantee of the room and possible expenses by credit card or cash advance are considered essential contractual conditions for the hotel.
- By signing the registration form, the Guest consents to the processing and archiving of the personal data provided by filling in the registration form by the service provider for the purposes of the conclusion of the contract, the verification of its performance, its fulfilment or the possible enforcement of claims within the limitation period. Furthermore, by signing the registration form, the Guest consents to the processing by the Service Provider of the obligations laid down in the relevant legislation (in particular with regard to the legislation on tourism and tourism tax) for the purpose of fulfilling the obligations laid down in the legislation and for the purpose of verifying compliance with the obligations laid down in the legislation, as long as the competent authority is able to verify compliance with the obligations laid down in the legislation.
- The provision of the mandatory personal data and bank card by the Guest is a condition for the use of the hotel service. In the case of stateless persons and non-EU citizens, the presentation and handing over of a stateless card or passport is required by law.
- Mandatory data to be provided: name, address, nationality, place and date of birth, passport or identity card number and its validity.
- Optional data: email address, telephone number.
- On the hotel registration form, the Guest may declare that he/she consents to the use of the personal data provided on the registration form for the marketing activities of Queen's Court Hotel Budapest.
- On the basis of this consent, Queen's Court Hotel Budapest is entitled, in particular, but not exclusively, to send its offers and other information to the Guest by post, e-mail or other means.
- The Queen's Court Hotel Budapest is entitled to use the personal data of the data subject for marketing purposes until the Guest withdraws his or her consent in writing.
- Rooms can be booked from 15:00 on the day of arrival. In case of earlier reservation, the hotel is entitled to charge a supplement as follows.

3. LOGIN

- On the day of check-out, the Guest must leave the room with their luggage and other personal belongings by 11:00 and return the key card received at check-in to the reception.
- In the event of late check-out, the hotel is entitled to charge a surcharge of EUR 20 per hour, as specified in the contract. If the guest wishes to leave the room after 18:00 on the day of travel, a full night's room rate will be charged, as specified in the booking contract.
- The Guest is obliged to pay the price of his/her stay, including any other services used, in the manner specified in the hotel contract, at the latest before his/her final departure from the hotel.
- In the event of refusal to pay for any reason, the hotel is entitled to retain the Guest's personal belongings brought to the hotel and to enforce its lien on them, or to use the credit card provided upon arrival to settle the legitimate balance.
- In case of unpaid departure, the Hotel will, in addition to a police report, enforce its claim against the Guest through legal proceedings, the costs of which will be paid by the Guest.
- The hotel will charge the Guest's credit card for the amount of the fees for the services incurred and not paid in arrears.

4. DOWNLOADS

- Only guests registered at the reception are allowed in the hotel rooms.
- The Guest is responsible for the conduct of his/her visitor, including any damage caused.
- The hotel excludes any liability for damage caused by the visitor to the Guest and/or third parties.
- The Hotel will charge a Rack Rate for the number of guests exceeding the number of guests stated in the reservation.

5. GUESTS UNDER 18 YEARS

- Guests under the age of 18 may use the services of the Hotel only if accompanied by a parent or other person of legal capacity authorised by the Guest.
- Children under the age of 14 may only stay in the Room under the constant supervision of a parent or other person of legal capacity authorised by the parent.
- Those accompanying the child are responsible for the child's safety, behaviour and any damage caused by the child.
- No alcohol may be consumed on the premises of the Hotel by persons under 18 years of age. The parent of a person under the age of 18 or a person of legal capacity authorised by the parent or parent shall be responsible for ensuring that this obligation is complied with or enforced.
- The parent or a person of legal capacity authorised by the parent is fully liable for the legal, moral and material consequences of any breach of this obligation, and the hotel excludes its own liability.

6. PET BOARDING

- Only dogs vaccinated against rabies and holding a "pet health certificate" are allowed on the hotel premises.
- The Hotel can accommodate pets up to the legal size (up to 18 kg): small and housetrained.
- Only pets that do not disturb the peace and quiet of the guests are allowed in the hotel.

- The use of a leash is compulsory when walking and walking in the hotel area.
- For public health reasons, pets are not allowed in the indoor public areas of the hotel (Wellness, Gym)
- The pet owner is obliged to clean up the excrement immediately, otherwise the pet owner will charge the warned Guest (and/or the person staying with him/her) between 40.000 and 100.000 HUF each.
- The owner of the pet is financially liable for any damage caused by the pet.

7. LOCATION

- Guests are kindly requested to respect the general dress code.
- Recommended dress code: smart casual
- There is no dress code. For men, it is recommended to wear trousers with a shirt and jacket, and for women, a smart skirt, trousers and blouse.
- Sportswear and shoes are compulsory when using fitness services.
- Bathing suits and slippers are compulsory when using the Wellness services.
- Please pay particular attention to your clothing when using restaurant services.

8. HOTEL FACILITIES, EQUIPMENT, DAMAGE

- The Guest is obliged to use the hotel facilities and equipment as intended, and to preserve the integrity of his/her material assets.
- In case of damage caused by negligence or drunkenness (breakage, dirt), the hotel will charge compensation.
- Hotel furniture and equipment may be removed from the hotel premises only with the prior written consent of the hotel. Any rearrangement of the hotel room or moving of furniture may only be carried out by the hotel staff or their designated agent. The Guest shall be liable for any damage resulting from non-compliance with this provision. The Hotel excludes any liability for any damage resulting from such non-compliance.
- It is a criminal offence to remove hotel property without the prior written consent of the hotel. In this case, the hotel will take the necessary criminal and civil legal action.
- The Guest shall notify the Hotel of any malfunction of any of the Hotel's equipment, fixtures and fittings. The Guest is not entitled to repair the defect himself/herself. The Hotel shall not be liable for any damages resulting from such a failure.
- The Guest shall compensate the damage caused by the improper use of the accommodation upon request of the Hotel, but at the latest before departure.

9. WIFI

- Wi-Fi is available in the hotel and is free of charge.
- Guests are entitled to use the wi-fi system by providing their room number and name.
- We provide a wi-fi network with unique identification for our guests attending events.
- The hotel cannot guarantee the continuous, uninterrupted operation and availability of wi-fi.
- The Hotel shall not be liable for any direct or indirect damage caused to the Guest's device or its contents during or as a result of the use of wi-fi.
- The Service is used at the Guest's own risk and responsibility.

10. PHONE

- Calls within the hotel are free of charge.
- There may be a charge for using the external line of the room phone. The hotel may automatically charge the cost of the telephone call to the Guest's room account at the hotel's surcharge based on the telephone company's rates.
- The call will be charged until the call is disconnected by replacing the handset.
- The Guest is responsible for any additional costs incurred due to the incorrect use of the telephone by the Guest.

11. SECURITY

- The hotel operates a closed-circuit camera system in the building, which continuously records video 24 hours a day, to ensure the safety of guests and hotel property and staff.
- The hotel has security guards on duty 24 hours a day.
- Hotel rooms and common areas of the hotel can only be used with a valid key card.
- The mains voltage in the hotel is 220 Volt, the use of any electrical appliances not compatible with this voltage is strictly prohibited and the hotel cannot be held responsible for any damage caused.
- Only the pre-packed iron, kettle, coffee maker and other electrical appliances that are part of the normal travel necessities, including laptop, notebook, tablet, camera, video camera, etc., are allowed in the hotel room.
- In the hotel room, it is forbidden to use an appliance charged by the mains power supply while showering or bathing in running water or in a bathtub filled with water, due to the risk of electric shock! The hotel excludes any liability for damages resulting from this.
- In case of fire, the Guest is obliged to follow the escape route posted in the room or the instructions of the hotel employee or fire extinguisher on site.
- In case of a fire alarm in the room, the guest is obliged to let the hotel employee into the room immediately.
- In the event of fire, if the smoke-free staircase is not available, guests in rooms marked with pictograms as an escape point must ensure access to their rooms for other guests staying in the hotel. If the guest is not inside the room designated as an escape point in the event of fire, the hotel is entitled to open the room door without prior permission.
- Fire extinguishers are located in the hotel corridors, floor by floor.
- In the event of fire or any indication of fire, the Guest is obliged to inform the Hotel reception immediately.

12. MATERIALS / EQUIPMENT NOT ALLOWED ON THE HOTEL PREMISES

- The following materials/equipment may not be brought into the Hotel:
 1. Products classified as corrosive, flammable chemicals or substances under existing legislation
 2. Materials classified as flammable and/or explosive under current legislation
 3. Food and beverages (including alcoholic beverages) not purchased in the hotel's service units
 4. Fireworks, firecrackers, their parts and components
 5. Waste, substances harmful to the environment, health
 6. Psychotropic and psychoactive substances

- The import of particularly expensive and valuable valuables and antiques must be notified in advance to the hotel reception, and will be placed in the hotel safe or security bag upon request and with the consent of the guest.
- The importation of any object that is considered a weapon must be declared in advance at the hotel reception, subject to the approval of the hotel management, while the importation of weapons is prohibited.
- If the Guest brings any material/equipment that is not allowed on the Hotel's premises without the prior written consent of the Hotel, the Hotel may remove or have removed the same at the Guest's expense.
- The hotel is not liable for any damage caused to materials/equipment brought in without permission! The Guest shall be fully liable for any damage or injury caused to other Guests, third parties or the Hotel by the unauthorised introduction of the material/equipment.

13. DONATION

- The hotel is a non-smoking hotel. This means that smoking, including the use of electric cigarettes, is prohibited in the hotel's enclosed areas (including guest rooms), public areas and all open areas of the hotel, except in designated smoking areas.
- The Hotel's employees are entitled to warn the Guests and any other person staying in the Hotel's premises to comply with this regulation and to stop smoking and using electric cigarettes. The first warning is free of charge, the second and third warning will be charged to the Guest's (and/or the person staying with him/her) room bill in the amount of HUF 40.000 to HUF 100.000 each. After the third warning, the Hotel shall be entitled to terminate the Hotel Contract unilaterally and with immediate effect and to expel the Guest from the Hotel without any obligation to refund and/or compensate the Guest.
- The Guest or any other person on the hotel premises is obliged to comply with this rule and to comply with any request.
- If the Hotel is fined by the competent authority under the relevant legislation for the unlawful conduct of any Guest or any other person staying on the Hotel's premises, the Hotel shall be entitled to charge the amount of the fine to the person who committed the unlawful conduct or to demand payment of the fine.

14. "OCCUPIED ROOM" WARNING SIGN

- Hotel staff will clean the rooms from 8 am onwards.
- By hanging the "Occupied Room!" warning sign on the outside door handle of the room, the Guest explicitly indicates that he/she is not to be disturbed, knocked or entered by hotel staff.
- The "Occupied Room!" warning sign is placed on the outside door handle by the Guest at his/her own risk and responsibility. If the Hotel staff finds a "Room Occupied!" warning sign on the door handle of the Guest's room on the day of the Guest's departure and the Guest does not respond to the Hotel's telephone call, the Hotel staff is entitled to enter the room at any time after 12:00 noon.
- In case of an emergency (fire, terrorist attack, catastrophic event, etc.) without prior notice or when the Hotel has reasonable grounds to believe, based on the information available to it, that the life, health, physical safety or property security of the Guest is or may be in danger in the room and the Guest does not respond to the Hotel's telephone call, the Hotel's staff is entitled to enter the room.
- The hotel is not liable for any damage or injury resulting from the improper use of the "Room Occupied" warning sign.

15. DAILY TRAVEL

- The hotel cleans the rooms once a day between 8:00 and 16:00.
- If the room cleaners find a "Room Occupied!" sign on the outside door handle of the room during this period, they will not clean the room and the Guest will not be entitled to a reduction or compensation.
- For environmental reasons, the hotel will replace towels placed on the bathroom floor or in the washbasin.

16. SHARE, REPLY

- The hotel undertakes laundry, ironing and dry-cleaning services under the conditions set out in the laundry list, using an external contractor.

17. MINIBAR

- The minibar is stocked with products provided by the hotel, which can be consumed for a fee. The hotel cannot be held responsible for the quality of the products placed in the fridge by the guest.
- The current price list is on the shelf above the minibar.
- The minibar will be charged at the reception upon check-out.

18. EAT

General principles

- The restaurant is private property, where the operator is entitled to make its services subject to conditions that it sets itself, which are summarised in the rules of the house.
- Guests must respect the dignity and privacy of restaurant staff and security guards.
- Respecting other guests and behaving in a civilised manner are essential.
- It is the responsibility of the guest accompanying the child to ensure the safety and physical well-being of the child, to inform the child of the restaurant's rules and to comply with them.
- Persons who violate the above general principles and standards of behaviour may be refused service by restaurant staff or escorted out of the restaurant by security staff upon request.

Other provisions

- The restaurant must not be used for activities that create a strong noise, smell or other environmental nuisance, or similar activities that may disturb the occupants of the restaurant.
- It is prohibited to possess, distribute or consume drugs on the premises.
- It is forbidden to bring into the restaurant any knife, cutting instrument, weapon, pyrotechnic device or other alarming device, or any other device that endangers your own or others' physical safety.
- The operator reserves the right to decide which items fall within this scope, depending on the situation. The use of open flames, the lighting of lighters or any other means of lighting a fire in the restaurant is prohibited.
- Any activity outside the intended use of the building, or any other commercial activity, may only be carried out on the entire premises of the restaurant with the permission of the restaurant manager.

- No advertising or other commercial activity is allowed on the restaurant premises.
- Smoking is prohibited in the restaurant, as well as the use of electric cigarettes.
- It is forbidden to eat or drink food or drink purchased elsewhere in the restaurant.

19. REGGELI

- Breakfast time: 6.30 - 10.30 a.m.
- Breakfast is available a la carte and buffet style.
- The hotel offers unlimited food from the breakfast buffet table, but no food or drinks can be taken away for later consumption.
- If the Guest takes food and/or drinks out of the breakfast room for later consumption without prior permission of the Hotel, the Hotel is entitled to charge a surcharge of EUR 15 per person on the room bill.

20. RELATED MATERIALS

- Guests are required to hand in found objects to the reception, which will be registered by Housekeeping.
- Any food, food-related items or medicines left behind after leaving the hotel room will be destroyed immediately.
- Items suitable for storage will be kept by the hotel for 3 months. If the rightful owner of the found object comes forward, he/she can collect the object in person or by post, by presenting/posting and signing a document proving his/her identity and reimbursing any costs incurred for separate storage and transport.
- Objects that cannot be kept by the hotel due to their size, weight or other characteristics shall be handed over to the local notary without delay.

21. PARKING

- Guests can park their cars free of charge in the underground car park below the hotel.
- For security reasons, parking in the area in front of the main entrance is only possible for a short period during the arrival period.
- You must drive in the car park in accordance with the Highway Code.
- If the Guest wishes to use the car park, he/she must indicate the registration number of the vehicle, the Guest's details and any damage to the vehicle on the registration form provided for this purpose. Failure or refusal to do so will result in the car park being closed.
- The Guest shall be directly liable to the Damaged Party for any damage caused by the Guest to another car parked in the Guest's car park.
- Please leave the service roads and entrances free!
- In the case of Valet parking service available to the Guest, the hotel employee will park the car. In case of private or Valet parking, the current rules of the parking garage apply.

22. ILLNESS, DEATH

- If the Guest falls ill while using the accommodation service and is unable to act on his/her own, the hotel will offer medical assistance.
- The Guest uses the medical assistance offered at his/her own risk and responsibility.

- The doctor is not an employee, agent or collaborator of the hotel, and the hotel excludes any liability for the diagnosis, the therapy used and its consequences.
- In the event of the illness/death of the Guest, the Hotel shall claim reimbursement of the costs incurred by the relatives, heirs or bill payers of the sick/deceased person, in respect of any medical and procedural expenses, the value of services used prior to the death, and any damage to equipment and furnishings in connection with the illness/death.
- In the event of a contagious illness of the Guest, the Hotel is entitled to terminate the hotel contract with immediate effect without refund or compensation. In this case, the Guest shall be obliged to leave the hotel with his/her luggage at his/her own expense within the period of time specified in the hotel's notice of cancellation. In the event of contagious illness, the Hotel shall act in accordance with the provisions of Decree No. 18/1998 NM (3.VI.). According to the Regulation, if such a suspicion exists, the hotel shall call a doctor and he shall establish the fact that the Guest is infected.

23. MISCONDUCT

- For the guests' peace of mind, no loud noise, music, noisy activities, sound effects, television, radio or other noise disturbing the room are allowed in the hotel premises after 22:00, except for events or programmes organised or authorised by the hotel.
- Any conduct or behaviour that disturbs the peace, safety, security, sense of security or privacy of others is prohibited on the hotel premises, regardless of the time. Behaviour that constitutes or can be qualified as harassment or intimidation of others is prohibited.
- The hotel staff is entitled to warn the Guest who is disorderly and/or loud. The first warning shall be free of charge, the second and third warning shall be charged at the rate of 40.000 and 100.000 HUF will be charged to the room account of the Guest (and/or the person staying with him/her).

VB2MW Ltd.

Budapest, 4 November 2024.