

GENERAL TERMS AND CONDITIONS OF CONTRACT HUNGUEST HOTELS

Valid from: 1. June 2022.

Attention!

The Section 1. And Annex No. 1 of the GTC have changed. The changes are effective from the 1. June 2022., and are thus valid for all services used on or subsequent to this day!

These General Contractual Terms and Conditions apply to the services provided by the member hotels of the HUNGUEST Hotels Chain. In publishing these General Contractual Terms and Conditions HUNGUEST Hotels Ltd is acting on its own behalf as well as on behalf of the business associations that operate its individual member hotels, with the proviso that for each individual hotel all hotel and related services are provided by the Service Providers indicated under Section 1), and that the same shall also be entitled to all rights and encumbered with all obligations related thereto.

1) SERVICE PROVIDER DETAILS:

Andrássy Kúria & Spa
Hunguest Hotel Apollo
Hunguest Hotel Aqua-Sol
Hunguest Hotel Bál Resort
Hunguest Hotel Béke
Hotel Benedict
Hunguest Bük
Hunguest Hotel Gyula
Hotel Eger & Park
Hunguest Hotel Flóra
Hunguest Hotel Szeged
Hunguest Hotel Freya
Hunguest Hotel Helios
Hunguest Hotel Millennium
Hunguest Hotel Panoráma
Hunguest Hotel Pelion
Hunguest Hotel Platánus
Hunguest Hotel Sóstó
Hunguest Saliris

Abbreviated name: Hunguest Plc.

Company registration number: 01-10-142591

Registering authority: Company Court of the Metropolitan Court of Budapest

Tax number: 32431081-2-44

Registered office: Hungary, 1056 Budapest, Váci Street 38.

Representative: Ádám Détári-Szabó, Chairman of the Board

Mailing address: Hungary, 1535 Budapest, P.O. Box 813

Website: <https://www.hunguesthotels.hu>

E-mail address: info@hunguesthotels.hu

Hunguest Hotel Heiligenblut

Landhotel Post

Address: Heiligenblut Hotel GmbH, A-9844 Heiligenblut, Winkl 46.

Tel.: (+43) 4824-4111

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Hunguest Hotel Sun Resort

Address: Hunguest Hotels Montenegro d.o.o., MNE-85340 Herceg Novi, ul.Sveta Bubala BB.

Tel.: (+382-31) 355-000

Fax: (+382-31) 355-023

E-mail: hotelsunresort@hunguesthotels.com

Wherever these General Contractual Terms and Conditions mention HUNGUEST Hotels Ltd, it shall be understood as the Service Provider for the specific hotel as indicated above.

2) MEANS OF AND CONDITIONS FOR USING THE SERVICE:

a) Booking of the Service:

In every case bookings must be sent to the competent hotel in **writing** (by telefax, Email, etc.). The contact details of the individual hotels can be found in the publications of HUNGUEST Hotels Ltd, in the brochures of the hotels themselves, and on the www.hunguesthotels.com homepage.

Bookings **must include** the Guest's name and address, the exact arrival and departure dates, the room type, and the exact designation of the services (meals, programs). If a specific hotel has different types of rooms, or several buildings, then the specific hotel building and the category and type of room specified in the Guest booking must be communicated unambiguously to the hotel. The hotel confirms all bookings in writing (by facsimile or Email).

In every case and in every hotel the hotel rooms can be booked with services corresponding in substance to at least the contents of the "HUNGUEST Hotels Basic Hotel Package". In every case the prices, offers and packages published by the member hotels of the

HUNGUEST Hotels Chain include the services contained in the “HUNGUEST Hotels Basic Hotel Package”.

The contents for each member hotel of the “HUNGUEST Hotels Basic Hotel Package” as used by the member hotels of the HUNGUEST Hotels Chain, are contained in Annex No. 1 to these General Contractual Terms and Conditions.

b) Mediated Services:

The current list of mediated services included in the basic hotel package and available for use in the hotel is available on the HUNGUEST Hotels web page at the [www.hunguesthotels.hu/hu/kozvetített szolgáltatások/](http://www.hunguesthotels.hu/hu/kozvetített_szolgáltatások/) direct Internet address. At all times the prevailing valid list of “mediated services” is published exclusively at the above Internet address.

c) Validity of Offers:

The offers of HUNGUEST Hotels Ltd - with the exception of the daily room rates - are available to Guests with a limited room number capacity only.

d) Cancellation of Service:

The Guest undertakes to inform the concerned hotel of any cancellation or modification of the booked services, or of any other change whatsoever, **in writing prior to the commencement of the service.**

In case of individual bookings, cancellation without penalty - unless otherwise provided for by the individual agreement concluded with the Guest - is possible **three days prior to arrival.** Should the Guest fail to arrive and cancel his/her booking by the appropriate deadline, the penalty shall amount to 70% of the fees for the booked services, but at least the room rate for 1 night as contained in the booking. For group bookings the cancellation fee shall be specified on an individual basis upon the closing of the transaction. HUNGUEST Hotels Ltd. reserves the right to cancel performance of the services ordered by and confirmed to the Guest no later than 30 days prior to the commencement of the use of the services by written notice sent to the Guest subject to simultaneous refund of any advance paid in cash.

e) Check-in and Check-out:

Hotel rooms may be occupied from 14:00 (2:00 p.m.) on the day of arrival and must be vacated by 10:00 a.m. (by 12:00 p.m. in certain member hotels) on the day of departure.

3) TERMS OF PAYMENT

The consideration for the booked services can be paid by *bank transfer*, or on the site *in cash, by bank card*, or using a card issued under the HUNGUEST Hotels Frequent Guest Card Program.

HUNGUEST Hotels Ltd reserves the right for the hotel to request a payment guarantee prior to the use of the services booked by the guest, but not later than at the time of the guest's arrival. The payment guarantee can be provided as a pre-authorisation using the guest's bank card, or as the payment of the booked service on-site upon arrival in cash or in any cash equivalent accepted by the hotel, or as a bank transfer to the bank account of the hotel prior to using the service, in an amount equivalent to the value of the booked service.

In case of a transfer - unless otherwise provided for by the contract concluded with the hotel or with the booking office - the Guest must credit the consideration of the booked services to the bank account of the concerned hotel prior to arrival.

LATE DELIVERY

Pursuant to Act IX of 2016 on Collection Flat Rate, Hunguest Zrt. (Private Company Limited by Shares) charges a sum in Hungarian forints corresponding to EUR 40.00, determined on the basis of the official central exchange rate of the Magyar Nemzeti Bank (Hungarian National Bank) effective on the starting date of the delay (hereinafter: collection flat rate) on each occasion, in respect of late invoices of companies and contracting authorities as is specified in the 1st demand for payment. Payment of the collection flat rate fee becomes due on the date of the first demand for payment, its fulfillment does not release from other legal consequences of the delay (it can be enforced in addition to the amount of default interest).

In case of late delivery, Hunguest Zrt. shall be entitled to charge interest for late payment under this Agreement, unless the contract between the two parties provides otherwise.

Hunguest Zrt. applies the following order in accounting for the influence of debts and settling receivables in legal proceedings: 1. Capital, 2. Legal procedural fees, bailiff's flat-rate costs, 3. Collection flat rate, 4. Late payment interest, 5. Lawyer's costs.

4) OUR PRICES

The prices published by HUNGUEST Hotels Ltd shall in every case **include** the lawfully specified VAT as valid on the date of printing. The prices **not include** the local/tourism tax, which shall be payable at the site of the service, with the exception of offers where HUNGUEST Hotels Ltd specifically indicates that "the prices shown also include the local/tourism tax". Furthermore, the prices shall **not include** the fees for travel to and back, nor the fees for guide services.

Pursuant to Article 6 of Regulation 4/2009 (of January 30) issued jointly by the Minister of National Development and of the Economy and the Minister of Social and Employment Affairs, prices are also indicated at the service delivery location in a form that complies with the statutory regulations. Adequate information on the service fee is also available to the Guest at the hotel reception prior to the commencement of the service delivery.

HUNGUEST Hotels Ltd reserves the right to price changes. Currently enforced prices are communicated by the hotel in the confirmation of the booking.

Information on the hotel's actual prices can be found on the HUNGUEST Hotels Ltd homepage (www.hunguesthotels.com).

The Service Provider and the Guest hereby agree that they shall consider the day of the last service actually used as the delivery date for the provided service (Article 55 Paragraph (1) of the VAT Act).

5) SPECIAL SERVICES

a) Child Discounts:

Discounts shall apply only to children travelling together with a parent, and shall not apply to student groups.

b) Full Board:

Extends from dinner on the day of arrival to breakfast or lunch (as the case may be for the specific hotel) on the day of departure, depending on the preliminary agreement with the hotel and the offer published by the hotel.

c) Programs:

The hotel shall provide information about its program offering and the actual prices thereof at the time of the hotel booking, and throughout the stay of the Guest at the hotel. Certain programs of HUNGUEST Hotels Ltd are offered subject to a minimum number of participants. The Guest must consult the concerned hotel about the programs at the time of the booking. The programs are shown in the publications of the specific hotels and on the www.hunguesthotels.com home page.

d) Medical Services:

The use of medical services in the hotels of HUNGUEST Hotels Plc is subject to the payment of charges as specified in the prevailing statutory regulations.

6) COMPLAINTS:

In case of any complaints that may emerge during the time the hotel service the Guest may lodge an objection **in writing** at the hotel reception up until the departure date. The hotel shall investigate complaints and respond to them in earnest within three days.

7) INDEMNIFICATION:

The hotel shall be liable for any damages caused, in compliance with the applicable statutory regulations.

A guest who fails to lodge a complaint shall not be entitled to indemnification later on.

The Guest hereby declares to have understood and taken note of these General Contractual Terms and Conditions and the [Hotel Rules®ulations](#).

Budapest, 9th March 2022.

ANNEX No. I TO THE GENERAL CONTRACTUAL TERMS AND CONDITIONS

THE CONTENTS OF THE “HUNGUEST HOTELS BASIC HOTEL PACKAGE”

VALID FROM 6 JANUAR 2020. ON USED SERVICES

ANDRÁSSY KÚRIA & SPA

Tarcal

Accommodation without meals, with unlimited access to the wellness area (cave bath, indoor swimming pool, jacuzzi, bio sauna, infrared sauna, Finnish sauna, outdoor Finnish sauna, salt room, seasonally operated outdoor swimming pool, and seasonally operated outdoor children's pool).

HUNGUEST Hotel APOLLO

Hajdúszoboszló

Accommodation without a meal, use of bathrobes, use of the spa and wellness facilities of the hotel (spa and adventure pool, sauna, infrared sauna, steam cabin, salt room), closed parking, fitness room, room safe, WIFI.

HUNGUEST Hotel AQUA-SOL

Hajdúszoboszló

Accommodation without a meal, unlimited use of the wellness facilities (9 m swimming pool, jacuzzi, sauna), depending on opening hours use of the operating pools of the medicinal spa operated by Hungarospa in Hajdúszoboszló (indoor and outdoor spas and in the beach season a swimming pool, wave pool, bubble-bath pool, children's pool, and a Mediterranean beach), entrance to the Aqua- Palace Covered Experience Bath, use of bathrobes, WIFI.

HUNGUEST Hotel BÁL RESORT

Balatonalmádi

Accommodation without a meal, unlimited use of the wellness facilities of the hotel (swimming pool, sauna, infrared sauna, steam cabine, dipping pool, jacuzzi, Kneipp pool, fitness room, relax area), bathrobe, room safe, WIFI.

HUNGUEST Hotel BÉKE

Hajdúszoboszló

Accommodation without a meal, unlimited use of the medicinal and wellness facilities of the hotel (adventure pool, children's pool, swimming pool, spa pools and sauna world with aromatic cabin, steam bath and infrared sauna), use of bathrobes, WIFI, parking.

HOTEL BENEDICT

Kőszeg

Accommodation without meals.

HUNGUEST Hotel Bük

Bükkfürdő

Accommodation without a meal, use of the hotel's wellness island, daily entry to the Spa of Bük (equalling with the number of room nights), parking, WIFI.

HOTEL EGER & PARK

Eger

Accommodation without supply, bath ticket to the Eger Thermal Bath (per person per night); useage of our wellness department (services of the hotel's wellness department: pool, swimmingpool, jacuzzi, pool for children, sauna and steam cabins, salt room), bathrobe, wellness towel and sauna sheet are provided, playroom inside and playground outside for children, gym, wireless internet connection.

HUNGUEST Hotel FLÓRA

Eger

Accommodation without a meal, free use of wellness island (pool with fun elements/fun bath, pool for children, jacuzzi, infrasauna, sauna, steam- and aromatic sauna, Kneipp pool, dipping pool), direct pedestrian access to the town beach with adventure pool bath, WIFI.

HUNGUEST Hotel FREYA

Zalakaros

Accommodation without meal supply. Entrance to the „Zalakaros Spa” during your stay at the hotel, without any limit during opening hours of the Spa. Use of bathrobes for adults, safe, WIFI.

HUNGUEST Hotel GYULA

Gyula

Accommodation without a meal, unlimited use of the Harmonia Wellness Centre in the hotel, limitless daily entrance (equalling with the number of roomnights) to the Castle Bath (spa and beach), use of bathrobes, WIFI.

HUNGUEST Hotel HELIOS

Hévíz

Accommodation without a meal, unlimited use of the wellness and spa (covered thermal bath, jacuzzi, sauna, infrared sauna, steam cabin, fun bath, and from spring to autumn also the open-air swimming-pool and children pool in the garden), fitness room, daily various programs, use of bathrobes and the safe, WIFI.

HUNGUEST Hotel HEILIGENBLUT

Heiligenblut (Austria)

Winter: accommodation with buffet breakfast and buffet dinner, welcome drink, use of the spa area in the hotel, children club (reservation required) from Monday to Friday from 9:00 am to 5:00 pm and at the weekends from 6:30 pm to 8:30 pm, computer with internet access and WLAN in the hotel, WIFI.

Summer: accommodation with buffet breakfast and buffet dinner, Carinthia National Park Card, this includes use of the Grossglockner Hochalpenstraße (the right to change is reserved!), leisure and animated programmes, use of the spa area in the hotel, children club from Monday to Friday from 9:00 am to 5:00 pm (garanted programs but reservation required) and at the weekends from 6:30 pm to 8:30 pm (reservation required), computer with internet access and WLAN in the hotel, WIFI.

HUNGUEST Hotel MILLENNIUM

Budapest

Accommodation without a meal, WIFI.

HUNGUEST Hotel PANORAMA

Hévíz

Accommodation without a meal, use of the safe, WIFI.

HUNGUEST Hotel PELION

Tapolca

Accommodation without a meal, use of the wellness island (adventure pool, thermal pool, sauna, infrared sauna, log sauna, bio sauna, salt chamber, steam cabin, fitness room,

swimming pool and giant slides from May to September in the garden), morning gymnastics, water gymnastics, use of bathrobes, parking, WIFI.

HUNGUEST SALIRIS

Egerszalók

Accommodation without a meal, unlimited use of the Thermal Spa (1 900 m² water surface consisting of 17 outdoor and indoor adventure and medicinal pools, jakuzzi, slides, childrens pool) except of the Saunas World, use of bathrobe, fitness room, WiFi.

HUNGUEST Hotel SÓSTÓ

Nyíregyháza

Accommodation without a meal, use of the hotel's wellness island, depending on opening hours unlimited entry to the spa and wellness of the "Spa Aquarius" (on the day of departure can be used the bath complex until 11. a.m.), WIFI, bathrobe.

HUNGUEST Hotel SUN RESORT

Herceg Novi (Montenegro)

Accommodation, buffet breakfast and buffet dinner, use of bathrobes, free use of the wellness facilities (jacuzzi, sauna, solarium), use of the garden pools (with parasol and sunbed), children's pool, multi-functional sports ground (tennis, football, basketball), proprietary seafront beach, parking, WIFI.

HUNGUEST Hotel SZEGED

Szeged

Accommodation without a meal, limitless daily entrance to the operating pools of Napfényfürdő Aquapolis Szeged (exclusive bath with slides, medical bath, outdoor swimming pools), limitless daily entrance to the "Silent Wellness" part of Napfényfürdő Aquapolis Szeged ("Silent Wellness" can only be entered by adults – above 16 – to serve the pleasant relaxation of our Guests. Services: adventure pools, effervescent bath, sauna, infra cabin, steam cabin, salt cabin, tepidarium, aroma cabin, outdoor sauna), WIFI, bathrobe. (On the day of departure can be used the bath complex until 11. a.m.)

Landhotel Post

Heiligenblut (Austria)

Winter time: accommodation, buffet breakfast and dinner with menu, use of the bath, bathrobe, computer with internet access in the public area, WIFI.

Summer time: accommodation, buffet breakfast and dinner with menu, use of the bath, bathrobe, Carinthia National Park Card, this includes use of the Grossglockner Hochalpenstraße, computer with internet access in the public area, WIFI.