

General Terms and Conditions

1. Information about the Service Provider:

Company name: Inter-Deversor Kft (hereinafter referred to as "Service Provider") Company registration number: 09-09-034946 Tax/VAT number: 32228456-2-09 Head office: 4032 Debrecen, Gyimes utca 4. Website: www.interhotel.hu E-mail: <u>inter.deversor@gmail.com</u>

2. General rules

2.1. These "General Terms and Conditions" (hereinafter referred to as "GTS") govern the conditions for the use of the Service Provider's accommodation and its related services at "Inter Hotel***", Böszörményi út 2, Debrecen, 4027.

2.2 Current GTC does not exclude the conclusion of special or individual agreements with travel agencies,

with travel agents, tour operators or other persons who enter into long term cooperation with the Service Provider for the purpose of selling, marketing the Service provider's services.

3. The Contracting Parties

3.1. The contracting party is the natural person or legal entity (hereinafter referred to as the "Guest") ordering or using the services of the Service Provider.

3.2. The Service Provider and the Guest together, if the conditions are met, become contractual parties (hereinafter referred to as "Parties") of the given service agreement.

3.3 If the order for the services is submitted to the Service Provider by a third party (hereinafter referred to as the "Intermediary") on behalf of the Guest, the terms and conditions of the cooperation are governed by the agreement concluded between the Service Provider and the Intermediary. In this case, the Service Provider is not obliged to check whether the third party legally represents the Guest.

4. Establishment of the service contract, booking procedure, modification of the booking

4.1. The Guest can request an offer from the Service Provider verbally or in writing - by letter, e-mail or via Facebook platform or website, or using intermediary portal (e.g. <u>www.booking.com</u>). The Service



Provider undertakes to send an official offer to the Guest within 72 hours of the receipt of the offer request. From the time that the offer was sent, the Guest has 72 hours to accept it. In case Guest does not accept the offer within the above timeframe the Service Provider's offer will cease to be binding, therefore room reservation will no longer be maintained.

4.2. The Service Agreement is created solely by the written confirmation of the Guest's reservation – order - sent by the Service Provider and shall therefore be deemed to be a written contract. A verbal order or reservation, a verbal amendment to an order or reservation shall create a contractual obligation only if the Service Provider has confirmed that in writing. A verbal reservation, agreement, amendment, or its verbal confirmation by the Service Provider does not constitute a contract.

4.3 The Agreement on the use of accommodation services is valid for a specific, fixed period.

4.4. In the event that the Guest decides - before the expiry of the fixed term – to terminate the use of the accommodation service prior the agreed fixed expiration date, the Guest is still obliged to pay the full service price to the Service Provider, the Service Provider is entitled to claim the full fee of the agreed service. The Service Provider is entitled to resell a room vacated before the agreed expiration date.

4.5. The prior consent of the Service Provider is required for the extension of the accommodation service initiated by the Guest. In this event, the Service Provider may stipulate the reimbursement of the fee for the already performed service.

4.6. The condition of using the accommodation service is that the Guests prove their identity in accordance with the legal regulations before the room is occupied. No one can stay in the hotel without notification.

4.7. The service contract may only be amended by a written joint agreement of the contracting parties under a common will principle.

5. The beginning and the end of the accommodation (check-in and check-out)

5.1. The hotel room – ordered by the Guest and confirmed by the Service Provider – can be occupied by the Guest starting from 15:00 pm on the agreed arrival day (check-in) and it must be abandoned by 10:00 am on the agreed departure day (check-out).

5.2. In the event that the Guest does not appear by 18:00 pm on the agreed arrival day, the Service Provider has the right to withdraw from the contract, unless a later arrival time has been agreed by the Parties.

5.3 The Guest must vacate the room by 10:00 am on the agreed departure day.



5.4. Depending on the occupancy of the hotel, early arrival and late departure services are available for a fee of 1.000,- HUF/hour.

5.5. If the Guest wishes to use the service set out in clause 5.5, then the Guest must inform us about the early check-in request at least the day before the planned arrival date and about the late check-out request latest by 8:00 am on the planned departure day.

5.6. Extension of the accommodation:

- To extend the stay by the Guest, the prior consent of the Service Provider is required.

- If the Guest does not leave his room by 10:00 am on the indicated departure day agreed at check-in and the Service Provider has not previously agreed to the extension of the stay, the Service Provider is entitled to invoice the room rate for an additional full day and at the same time the Service Provider's service obligation is terminated.

5.7. The Guest may initiate check-in and check-out online, via the Service Provider's website. By doing so the Service Provider is informed immediately of the Guest's 'check-in' and 'check-out' plans and can start necessary arrangements accordingly.

6. The use and the conditions of the services

6.1. During the entire stay, the Guest uses all services of the Service Provider at his/her own risk.

6.2. The Guest ensures that children(s) under 18 years of age - under his/her responsibility – stay(s) in the Service Provider's hotel only under parental supervision during the entire duration of their stay.

6.4. The Service Provider is entitled to terminate the contract for the accommodation service or to refuse providing the service with immediate effect, if:

- the Guest does not make proper use of the provided room or does not use the hotel services and the premises/assets/facilities used in providing such services according to their intended purposes;

- the Guest violate the hotel's house rules and does not stop the disturbing, disruptive behavior despite the warning of the Service Provider;

- the Guest does not adhere with the hotel's safety policy - e.g.: smoking in a prohibited area and does not quit that violating behavior despite the warning of the Service Provider;

- the Guest behaves in an objectionable and rude manner with the hotel's staff and/or its guests; is under the influence of alcohol or drugs, or displays threatening, insulting or other unacceptable behaviors;



- the Guest suffers from contagious, infectious or any other disease that disturbs the peace and tranquility of other guests;

- the contracting party or the Guest fails to fulfill the payment guarantee undertaking obligation (deposit) specified in the contract by the date set by the Service Provider;

6.5. If the contract between the contracting parties is not fulfilled due to "force majeure", then the contract is terminated.

7. Provision of services and cancellation policy

7.1. If the Service Provider is unable to provide the services included in the Contract due to its own fault (e.g. overbooking, temporary operational problems, etc.), it is obliged to arrange the Guest's accommodation immediately.

7.2 Within the scope of its obligations under clause 7.1, the Service Provider obliged to:

a) offer the services included in the Contract, at the price confirmed therein, for the period stipulated therein – or until the obstruction ceases – at another accommodation of the same or higher category; in case Guest accepts this offer the Service Provider is obliged to provide that service. All additional costs of providing substitute accommodation are borne by the Service Provider;

b) provide one telephone call for free to the guest so that he/she could communicate the change of accommodation to the person he/she has indicated.

c) to provide a free transfer for the Guest to move to the offered alternative accommodation, and to move back later.

If the Service Provider fulfills these obligations in full, or if the Guest accepts the alternative accommodation option offered to him, the Contracting Party cannot make a subsequent claim for compensation.

8. In the event when the Contracting Party cancels the service after accommodation is booked and the deposit payment is made, the deposit paid is non-refundable, the Service Provider will claim the full amount of the deposit as a penalty.

9. Prices applied by the Service Provider



9.1. The current room rates just as the price lists of all other services of the hotel are displayed at the hotel reception.

9.2 The Service Provider is free to change its prices at any time without prior notification, provided that this shall not apply to prices which the Service Provider has already listed in its offer at the request of the Contracting Party.

9.3. The Guest may always be informed of the price of the Services at the hotel reception before the provision of the given service begins.

9.4 The prices published by the Service Provider include the rate of general sales tax (VAT) valid at the time of the offer, regulated by law; however, those prices do not include "tourist tax" which need to be paid in full at the location. In the event of tax related legislative changes, the Service Provider reserves the right to transfer the additional charges to the Contracting Party and/or the Guest without any prior notification.

9.5. The Service Provider is entitled to set its prices in Hungarian forints and in any convertible currency.

9.6. The Service Provider undertakes to publish the current hotel room rates, current promotions, discounts and other offers on its website www.interhotel.hu.

9.7. The Service Provider is entitled to and it will charge the price of using the hotel's catering facilities (restaurant, bar) and the cost of extra services (laundry, room service) to the Guest's room bill.

10. Discounts:

10.1 Current offers, discounts and promotions are published on the hotel website.

10.2 The published discounts cannot be combined with any other discounts.

10.3. Child discounts

10.3.1. Children under 12 years of age get a 10% discount from the price of the accommodation (only in case they stay in shared rooms with the parents) and the half-board service.

10.4. Group discount



- For group bookings (10 or more persons) the Service Provider offers a 10% discount from the price of accommodation and half board.

11. Method of payment and its guarantee

11.1. The full price of the service ordered - calculated for the whole duration of the stay – is always indicated in the written confirmation sent to the Guest by the Service Provider. **30% of the total value of the booked** accommodation and services shall be paid **as a deposit** by the Guest by the date specified in the written confirmation received from the Service Provider.

11.2. The Guest shall pay the deposit calculated for the total duration of the stay by one of the following methods:

- payment by credit/debit card via the hotel's website;
- bank transfer payment via the hotel's website;
- credit card payment at the hotel location;
- cash payment at the hotel location;

11.3 Costs related to the use of any payment method shall be borne by the Contracting Party.

11.4 Online credit card payments are made through the Barion system. The credit card details do not reach the merchant. The service provider, Barion Payment Zrt., is an institution under the supervision of the Central Bank of Hungary, with license number: H-EN-I-1064/2013.

11.5. The Contracting Party can - and is obliged to - pay the agreed service price in Hungarian forint and/or in any other currency displayed on the banner located at the reception and/or published on the hotel's website (<u>www.interhotel.hu</u>.). In the event that payment for the services is not made in whole or in part in Hungarian forint; the conversion is made using the Hungarian National Monetary Bank's (MNB's) daily mean exchange rate valid on the day before the invoice is issued. The Service Provider ensures that - on request – the hotel reception provides purchase exchange rate information to the Guest on the relevant foreign currency that the Guest plans to use for the payment.

11.6. At check-out, the Guest(s) is liable – shall - pay the full value of the ordered service(s) and any additional costs arising from the use of extra Hotel services (e.g. restaurant, bar) or other amenities. The total service fee will be reduced by the amount of the deposit paid.

12. Rights of the Contracting Party

12.1. Pursuant to the Agreement, the Guest is entitled to the intended use of the ordered room and the facilities of the accommodation, which are included in the standard range of services and are not subject to special conditions.



12.2 The Guest may make a complaint regarding the performance of the services provided by the Service Provider during his/her stay at the accommodation. The Service Provider undertakes the responsibility of reviewing and answering all service-related feedbacks submitted to the Service Provider by the Guest either in writing or presented verbally but logged in writing at the reception within 72 hours after receiving such a complaint.

13. Obligations of the Contracting Party

13.1 The Guest is obliged to pay the deposit and the total value of the services ordered to the Service Provider by the date specified and as stipulated in the contract.

13.2 In the event that Guests bring food or beverages into the hotel and consume them in the Hotel's communal areas, the Service Provider shall be entitled to charge a reasonable fee for them.

13.3 It is prohibited to take food/drinks out of the catering facilities of the hotel.

13.4. The hotel has its own - closed - car parking area, which could be used free of charge by any Guest of the hotel, subject to availability.

13.5. Please dispose of your rubbish in the rubbish bins provided in the hotel and in the rooms. throw away. Relocating or removing any furniture from any rooms and from the building is prohibited.

13.6. The guest may only use the tools and equipment in the hotel premises for his/her own risk.

13.7. Smoking is prohibited in all areas (including terraces and balconies). Employees of the hotel have the right to approach any Guests and any other person at the hotel premises and call for an end to the unlawful conduct.

13.8 In case of fire, please inform the reception immediately. In the event of fire or any other emergency situation the Guests are obliged to leave the rooms and the communal areas - in accordance with procedures described in the information panels displayed there - as soon as possible. In case of any fire event, the use of the lifts is prohibited.

13.9. For any type of fireworks – brought by the Guest(s) – and any type of license required activities the Guest must obtain related official permits and the prior – written – consent of the Service provider.

13.10. The Guest is obliged to ensure that minors under his/her supervision are always stay under adult supervision in the Service Provider's hotel and its premises.



13.11. The Guest must immediately report any damage suffered by him/her at the hotel reception and provide the hotel with all the necessary data needed to clarify the circumstances of the damage and possibly to record a police report/police procedure.

13.12. The Guest expressly acknowledges that the communal areas of the Hotel (except for changing rooms, toilets) are equipped with a closed-circuit camera system for security reasons, recordings of that surveillance system are deleted in accordance with the relevant legal requirements.

13.13. Upon departure, the Guest is obliged to return the room cards to the reception. Failure to do so, or

in the event of loss or destruction of the card, the Service Provider is entitled to charge a compensation fee, which the Guest is obliged to pay upon departure.

14. The Guest's liability for damages

14.1 The Guest is responsible for all damages and disadvantages suffered by the Service Provider or a third party due to the fault of the Guest or his/her companion or other persons under his/her responsibility.

14.2. The Guest is responsible for compensating the Service Provider for the damage caused by him/her. This responsibility exists even if the Damaged Party is entitled to claim the repair of the damage directly from the Service Provider.

15. Rights of the Service Provider

15.1. In case the Guest does not fulfil its obligation to pay the applicable service fee for the services he/she has used or ordered or ordered but not used, the Service Provider shall have the right of lien on the personal belongings of the Guest that he/she brought to the hotel to secure his claims.

15.2 The concierge service (reception), which provides continuous supervision in the Hotel, is entitled to verify the identity of any Guests entering or leaving (check-in or check-out) the Hotel's premises.

15.3 For property and health safety protection reasons, the entire premises of the hotel is being monitored via the use of security cameras. By entering the hotel, the Guest agrees to be recorded. The video records are stored electronically for 1 month, after which they get automatically deleted by the system.

16. Obligations of the Service Provider

16.1. To fulfill the accommodation and other services ordered under the contract in accordance with the applicable regulations and service standards.



16.2. To Investigate the guest's written complaint and take the necessary steps to deal with the problem, which must also be recorded in writing.

16.3. For the privacy and the peaceful rest of our guests, performing any type of loud activities is not allowed after 22:00 pm, including the loud listening of the TV in the rooms and playing or listening to loud music, enforcing such house rules is the responsibility of the hotel staff.

17. Liability of the Service Provider for damages

17.1 The Service Provider assumes responsibility for any damage to the Guest that occurred within its facilities through the fault of the Service Provider or its employees.

17.2 The Service Provider's responsibility does not extend to damage events that occurred due to unavoidable causes beyond the scope of the Service Provider's employees and guests or were caused by the guest himself.

17.3 The Service Provider reserves the right to designate (a) location(s) within the hotel premises where the Guest is not allowed to enter. The Service Provider shall clearly mark such places. The Service Provider assumes no responsibility for any damage or injury that may occur in such designated places.

17.4. The Service Provider is only liable for any damage caused to the Guest by the loss, the destruction of or the damage to his/her property if those belongings were stored in the designated place defined by the Service Provider or in the place usually designated for this purpose, or in the room safe, or when the Guest has handed over his/her belongings to an employee of the Service Provider whom the Guest may have considered entitled to receive his/her belongings.

17.5. The Service Provider is only responsible for valuables, securities and cash of the Guest if the item has been specifically taken over for safekeeping or if the damage arises of a cause for which the Service Provider is liable under the general rules. In this case, the burden of proof is on the Guest.

17.6 The Service Provider is also not liable for damages resulting from any improper use.

17.7. The use of the hotel's wellness area is at the Guest's own risk. The Guest acknowledges that there is increased risk of slipping in areas near water and that the hotel cannot be held responsible for any accidents resulting from this.

17.8. The Service Provider's liability does not extend to the Contracting Party's parcels and the contents of those upon arrival to and upon departure from the hotel, including the events of loading and unloading of those parcels and moving them to and from the Guest's room.



17.9. The Guest must immediately report any damage suffered by him/her at the hotel reception and provide the hotel with all the necessary data needed to clarify the circumstances of the damage and possibly to record a police report/police procedure. The Service Provider shall only be liable for damages if the damage is reported by the Guest to the Service Provider's reception desk immediately after the damage occurs and all required information is also shared with the Service Provider.

17.10. The upper limit of the Service Provider's liability for damages is 10 times the amount of the daily room rate stated in the particular contract, unless the value of the actual damage is less this.

18. Illness or death of the Guest

18.1. In the event that the Guest, during the period of use of the accommodation or service falls ill and the Service Provider becomes aware of this, the Service Provider is obliged to seek/offer medical assistance, provided that the cost of the medical assistance offered and accepted by the Guest must be paid by the Guest. If the doctor diagnoses a contagious disease, the Service Provider is entitled to refuse further service and terminate the contract with immediate effect. In case of such event the Guest is responsible for settling any additional costs incurred due to early departure from the hotel.

18.2 In the event of the illness or death of the Guest, the Service Provider claims cost compensation from the sick/deceased's relative, heir, or bill payer; with regard to possible medical and procedural costs, compensation for services used before death, and possible damage caused to equipment and furnishings of the Service Provider or its other Guest's in connection with the illness/death. In the event of the death of the Guest, the Service Provider will consider the death of the Guest to be a premature departure and in this case will not be able to refund the service fee for the remaining part of the contract period to the legal heir or heirs.

19. Confidentiality

19.1 In performing its obligations under the contract, the Service Provider is obliged to act in accordance with the CXII of 2011 Act on the right of self-determination and freedom of information and the provisions of the relevant legislation on data protection.

20. Force majeure

20.1. Any reason or circumstance (e.g., war, fire, flood, severe weather, power shortage, strike, etc.) over which the Parties have no control (force majeure), any party is exempted from fulfilling their obligations arising from the Contract, as long as this reason or condition exists. The parties agree that they will use their best efforts to minimize the occurrence of these causes and circumstances and to remedy any damage or delay caused by that event(s) as soon as possible.



21. Place of performance, applicable law and court of jurisdiction in the relationship between the Parties

21.1 The place of performance is the place or location where the hotel is providing the accommodation.

21.2. Any legal dispute arising from the service contract shall be settled by the court having jurisdiction according to the place of service.

21.3. The legal relationship between the Service Provider and the Contracting Party is governed by the provisions of Hungarian law.

22. Data protection statement

22.1 In the course of its activities, the Service Provider considers the protection of personal data to be of utmost importance. In all cases, it manages the personal data provided to it in compliance with the applicable laws, ensures their security, takes the technical and organizational measures, and develops the procedural rules necessary to comply with the relevant laws.

22.2 The Service Provider's current Privacy Policy is published on its website.

By entering into a service contract, You agree that You have read and understood the above terms and conditions and agree to be bound by them. Future modifications of the 'GTC' will be published by the Service Provider on its website and this current valid revision of the 'GTC' is always made available at the hotel reception.