

GENERAL TERMS AND CONDITIONS

1. Data of the Service Provide

Name Karmel Kft
Co.Reg.No. 08-09-010985
Tax No. 12991837-2-08
EU VAT No HU12991837
Seat H-9021 Győr, Zechmeister út 1.

2. General rules

Present "General Business Terms and Conditions" regulate the use of the lodgings and related services provided by the Service Provider.

Special, unique conditions do not constitute part of the indicated General Business Terms and Conditions, but do not exclude the drawing up of special agreements with tour operators and organisers from time to time with conditions adjusted according to the type of business.

3. Contracting Party

The services provided by the Service Provider are used by the Guest.

In the event that an order for services is placed directly with the Service Provider, the Guest is qualified as the Contracting Party. The Service Provider and the Guest jointly - if the terms and conditions are met - become Contracting Parties (hereinafter Parties).

In the event that an order for services is placed with the Service Provider by a third party commissioned by the Guest (hereinafter Agent) the terms and conditions of the co-operation shall be regulated by the contract concluded between the Service Provider and the Agent. In this case the Service Provider is not obliged to check whether the representation of the Guest by the third party is lawful.

4. The Contract

Upon written or verbal inquiry by the Guest, the Service Provider makes an offer. The price of the offer applies to the specific time and number of people together. In case of modified conditions, the offer price may also be modified. The offer price is valid within 48 hours. The offer does not constitute an optional or fixed booking of the services included in the request for a quote.

The Contract comes into effect when the Service Provider confirms in writing the verbal or written booking of the Guest, and as such is qualified a Contract concluded in writing. Any booking, agreement, modification or the confirmation of these by the Service Provider are not qualified as contracts.

The Contract on the use of accommodation-services covers a defined period of time. If the Guest check out prior to the specified period of time, or uses the service with less than the specified number of people, or uses less than the specified number of rooms, the Service Provider is entitled to the service charge at the percentage stipulated in the Contract, which is 100%

The Service Provider is entitled to sell the available room before the contracted period of stay ends.

The Service Provider must approve in advance any extension of the use of the accommodation-service that is initiated by the Guest.

The Contract can only be modified and/or complemented by a written agreement signed by the Parties.

5. Terms of Cancellation

Unless otherwise stated by the hotel in its offer, the accommodation-service may be

cancelled without a penalty payment obligation no later than 6pm local time one the day prior arrival

If the Contracting Party has not guaranteed the use of the accommodation-services by advance payment, credit card guarantee and pre-authorisation, or any other contractual way, the Service Provider's obligation to provide services shall cease until 6pm local time on the day of arrival

If the Contracting Party has committed to the use of the accommodation-services by advance payment, credit card guarantee, or any other contractual way but does not check-in

until 6pm local time on the day of arrival and does not inform the hotel about the late arrival, the Service Provider shall charge a fee set in the contract (but at least the cost of one night's accommodation) as a penalty. In this case the accommodation is reserved for the Contracting Party until 11am on the day following the arrival day, after which date the obligation of the Service Provider to render services shall cease

6. Terms of cancellation and modification for group reservations

Group reservation is the reservation of more than 5 rooms for the same dates or by the same company or person for the same period.

It is possible to cancel the ordered services without penalty up to 45 days before the arrival date specified in the reservation.

Changing condition in case of group reservation

- in the period of 20-45 days before arrival it is possible to make a maximum 20% change without penalty
- in the period of 11-19 days before arrival it is possible to make a maximum 15% change without penalty
- you may alter numbers by up to 10% to 3 days before the event without charge

Any other changes will incur cancellation charges

Cancellation and modification can be done only in written

The hotel reserve the right to cancel the reservation if payment is not received by the due date in which case cancellation charges will be payable.

7. Rates

The hotel room rates (Rack Rate) are displayed in the front office of the hotel and includes the VAT. Local tax is excluded every time. 6.4. You will find discounts, special rates and offers at danubiushotels.com

The rates quoted do not include any insurance. We recommend our clients to arrange for their own cancellation-, accident- and medical insurance.

Discounts for children:

- 0-1,99 year old children in the room of parents is free of charge
- 2-11,99 year old children in the room of parents can claim a 50% discount of the extra person price

In the event of the booking of events, products subject to special conditions, the Service Provider may establish terms different from the above, or impose surcharges, to be set forth in a separate Contract.

8. Payment Terms, guarantee

The value of the services provided by the Service Provider are to be paid by the

Contracting Party following the use of the services and prior to departure from the hotel. However, in the case of a special agreement, it may be possible to make later payment. In order to guarantee the contractual use of the services provided and the payment of the value of those services, the Service Provider may:

- a) request a credit card guarantee, in the course of which the value of the ordered and confirmed service is blocked on the credit card;
- b) request advance payment of the fee in part or in full.

The Contracting Party can effect payment in:

The currency of the invoice issued on related services is HUF, which will be issued according to the Hungarian tax legislation. The amount for services offered, confirmed and used will be calculated in EUR currency, based on the currency exchange rate used by bank of the Service Provider, on the day of the arrival of the guest. The EUR amount will also be indicated on the invoice. Cash payment can be made in HUF or EUR while additional currencies can be changed at the hotel reception. The Service Provider accepts certain means of payment other than cash: bank transfer; credit cards: Visa, EC/

Any costs related to any payment method are to be borne by the Contracting Party.

9. Terms and condition of using the hotel service

As a general rule, the Guest can use the hotel room from 2:00 p.m. on the day of arrival and must leave it by 11:00 a.m. on the day of departure.

Upon special request, with the prior approval of the Service Provider, different check-in and check-out times can be used, in which case the Service Provider may charge a surcharge.

If the Guest wants to use the room before 8:00 a.m. on the day of arrival or after 4:00 p.m. on the day of departure, an extra night will be charged.

10. Pets

One pet can be brought into the Service Provider's accommodation per hotel rooms, the terms of which are available on the Service Provider's website or can be requested by email.

As a general rule, pets can only be kept in the entire hotel area, including in the hotel room, under the supervision of the Guest. The common areas can only be used with a closed pet carrier or leash. The Guest is fully responsible for the damage caused by the pet.

A separate fee is charged for pets in our hotel.

11. Termination of Contract, Ceasing of Obligation to Provide Services

The Service Provider is entitled to terminate the Contract for the provision of accommodation services at any time with immediate effect, thus cancelling the reservation and/or refusing to provide the services, if:

- a) the guest shows abusive, inappropriate, offensive or hostile behaviour towards the Service Provider, the Service Provider's employees, guest or any other third party acting in the Service Provider's interests, or other circumstances make further cooperation with the guest impossible,
- b) the Guest does not use the room or the building rendered for his/her use properly;
- c) the Guest does not observe the security and order of the accommodation site, treats the employees in an objectionable or rough manner, is under the influence of alcohol or drugs and displays menacing, offensive or otherwise unacceptable behaviour;
- d) the Guest suffers a contagious disease, or does not comply with the legislation in the epidemic situation or the preventive measures introduced by the Service Provider.
- e) the Contracting Party does not meet his/her advance payment obligation by the

agreed deadline.

the Contract between the parties cannot be honoured as a result of "force majeure".

12. Guarantee for Accommodation

In the event that the hotel of the Service Provider is at fault for failing to provide the services listed in the Contract, the Service Provider is obliged to provide accommodation for the Guest without delay as follows:

a) to provide/offer the services listed in the Contract at the rate and for the period confirmed - or until the conclusion of the incapacitation - in another place of accommodation of the same or of a higher category. Any additional costs for the replacement accommodation shall be borne by the Service Provider;

b) to ensure the Guest is transferred free of charge to the replacement accommodation, and back to the original accommodation should that become available again later.

If the Service Provider fully meets these obligations, and if the Guest has accepted the replacement accommodation, no subsequent claim for compensation will be accepted.

In all cases where the Service Provider is unable to provide the reservation received and confirmed by the hotel at the given hotel, it will also attempt to contact the guest by e-mail no later than 5 days before the date of arrival and if the guest has provided his telephone number by phone no later than 4 days before the day of arrival.

The guest is not obliged to accept another hotel offered by the Service Provider and may cancel the reservation without any further legal consequences.

The hotel services are subject to government measures in force allowing the provision of hotel services.

13. Disease or Death of the Guest

In the event that during the time of using the accommodation-service the Guest is taken ill and is not able to care for himself/herself on his/her own, the Service Provider is to offer medical help.

If the Guest falls ill or dies, the Service Provider will require a cost compensation from the dependant, heir or person settling his/her accounts, for the possible medical costs, the value of services used prior to the death and the incidental damages done to the equipment and furniture in the hotel related to the disease/death.

If the authority orders a house quarantine for the guest, it is obliged to pay the Service Provider a service fee related to the possible extension of the reservation.

14. Rights, obligations and compensation liability of the Contracting Party

Pursuant to the Contract, the Guest is entitled to the proper use of the ordered room and establishments of the place of accommodation that belong to the usual service sphere, and are not under the effect of special conditions.

The Guest may complain about the performance of the services provided by the Service Provider during his/her stay at the place of accommodation. The Service Provider is obliged during this period to handle complaints justifiably sent to it in writing.

Any right to complaint by the Guest terminates after departure from the place of accommodation.

The Contracting Party is obliged to settle the value of the contractually ordered services by the date and with the method laid down in the Contract.

The Guest will ensure that children under 18 under his/her responsibility shall stay in the hotel of the Service Provider only under adult supervision.

The Guest shall not bring in any of his/her own food or drink to the food and beverage units of the hotel.

The Guest shall be held liable for all damages and inconvenience suffered by the Service Provider or a third person as a result of the actions of the Guest, his/her escort or any

person(s) under his/her responsibility. This liability remains in effect even if the aggrieved has the right to claim compensation for his/her damages directly from the Service Provider.

15. Rights, obligations and compensation liability of the Service Provider

In the event that the Guest fails to meet his/her fee payment obligation related to the used services, or contractually ordered but not used services that carry a penalty, the Service Provider - to ensure the claim is met - has a right of pledge on the personal belongings the Guest has brought to the hotel.

The Service Provider shall:

- a) provide the accommodation and others services ordered based on the Contract in line with the valid stipulations and service standards;
- b) examine the written claim of the Guest and take steps to remedy the problem, which is also to be recorded in writing.

The Service Provider shall be liable for all damages suffered by the Guest within the establishment and caused by the Service Provider or its employee.

The Service Provider shall not be liable for damages that are the result of an unavoidable cause beyond the control of the employees and the Guests of the Service Provider, or that have been caused by the Guest himself/herself.

The Service Provider may designate places in the hotel that Guests may not enter. The Service Provider will not be held liable for any damages or injuries caused in such places.

The Guest shall report to the hotel any damages suffered and provide the hotel all data necessary for clearing the claim, perhaps to be included in the police report/procedures.

The Service Provider shall be liable for valuables, securities and cash only if the Service Provider has expressly taken possession of these things for safekeeping or the damages have occurred due to a cause for which the Service Provider is liable in accordance with the general rules and regulations. In such cases, the burden of proof lies with the Guest. The extent of indemnification is twenty times the sum of the contractual daily room rate, except if the damage is less than that.

16. Secrecy

The Service Provider shall proceed according to the standards determined by the Data Handling Guide.

17. Force Majeure

Any reason or circumstance beyond the control of the Party (force majeure) excuses any Party from performing the obligations set in the Contract prior to this reason or circumstance existing. Parties agree to do everything in their power to limit the possibility of these reasons or circumstances occurring and to remedy the damage or delay caused by them as soon as possible.

18. Jurisdiction, Governing Law

The legal relationship between the Service Provider and the Contracting Party shall be governed by the local law. In any legal dispute arising from the service contract, the court is authorised at the location where the services are provided and declared to have competence to handle the issue. Jurisdiction is in the place where the service was rendered.