# GENERAL TERMS AND CONDITIONS

## 1. Details of the Service Provider

**LEON HOTEL Projekt Korlátolt Felelősségű Társaság**

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|---|---|
| Short name: | LEON HOTEL Projekt Kft. |
| Registered office: | 1123 Budapest, Alkotás utca 55-61., Hungary |
| Place of service: | H-1013 Budapest, Lánchíd utca 19., Hungary |
| Company reg. no.: | 01-09-385673 |
| Tax number: | 29276875-2-43 |

(hereinafter: the "**Service Provider**")

## 2. General provisions

2.1. These General Terms and Conditions (hereinafter: the "GTC") set out the contractual terms on the basis of which the Service Provider concludes contracts with its guests (hereinafter: the "**Guest**") for the use of the accommodation services and restaurant services of the "LEON Hotel & Lounge" (address: H-1013 Budapest, Lánchíd utca 19., Hungary) (hereinafter: the "**Hotel**") operated by the Service Provider.

2.2. Special, individual terms do not form part of these GTC; however, these GTC do not preclude the conclusion of separate agreements with travel agents and organisers on terms that may differ from case to case, as appropriate to the type of business.

2.3. Upon the conclusion of the contract under these GTC, the Guest acknowledges the provisions contained herein, and, in the absence of any agreement of the Parties to the contrary, the Parties shall regard these GTC as governing.

## 3. Contracting parties

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

3.2. If the order for the services is placed by the Guest directly with the Service Provider, the Guest shall be the contracting party. The Service Provider and the Guest jointly become contracting parties, subject to the fulfilment of the conditions (the Service Provider and the Guest hereinafter jointly: the "**Parties**").

3.3. If the order for the services is placed with the Service Provider by a third party acting on behalf of the Guest (hereinafter: the "**Intermediary**"), the terms of cooperation shall be governed by the contract concluded between the Service Provider and the Intermediary and by these GTC, which the Guest expressly acknowledges. In the case set out in this clause, the Service Provider shall not be obliged to examine whether the third party lawfully represents the Guest. Online intermediaries also act on the basis of their own general terms and conditions; the Guest accepts the terms of the given intermediary when making a booking through it, however, these GTC of the Service Provider shall in all cases govern the legal relationship between the Hotel and the Guest.

3.4. In accordance with the statutory requirements applicable to its activity, the Service Provider shall provide the services only if the Guest – in accordance with Section 9/H (1) of Act CLVI of 2016 on the State Tasks Related to the Development of Tourism Regions (hereinafter: the "Tourism Act") – provides the Service Provider, prior to using the service, with his/her surname and given name, surname and given name at birth, place and date of birth, sex, citizenship, mother's surname and given name at birth, the identification data of his/her identity document or travel document, in the case of a third-country

national the number of the visa or residence permit, the date and place of entry, as well as the start date and the expected and actual end date of the use of the accommodation.

**4. Conclusion of the Contract, method of booking, amendment, notification obligation**

4.1. Upon the Guest's oral or written request for an offer, the Service Provider shall send a written offer. If no specific order is received within the option period stated in the offer, the Service Provider shall cease to be bound by its offer.

4.2. The Contract is concluded upon the Service Provider's written confirmation of the Guest's written or oral booking, and is thus deemed to be a contract concluded in writing. Any booking, agreement or amendment made orally shall be invalid if it is confirmed by the Service Provider only orally or is not confirmed at all.

4.3. The Contract for the use of accommodation services is concluded for a fixed term.

- If the Guest permanently ceases to use the service and permanently leaves the Hotel before the expiry of the fixed term set out in the confirmation, the Service Provider shall be entitled to charge the full price of the service for the entire period ordered, and shall also be entitled to resell the room vacated before the expiry of the term to a third party.
- Any extension of the use of the accommodation service initiated by the Guest shall be subject to the prior consent of the Service Provider. In this case, the Service Provider may require payment of the fee for the services already provided.

4.4. As a general rule, any amendment or supplement to the Contract requires a written agreement signed by the Parties. No written agreement is required if the amendment or supplement to the Contract is initiated orally by the Guest, the Service Provider confirms it in writing, and the Guest does not object to the content of the Service Provider's written confirmation.

**5. Booking and cancellation conditions**

***5.1. Booking via the Hotel's own website***

5.1.1. Booking with advance payment

If the Guest books on the official website of the Hotel, the Guest shall pay an advance payment upon finalising the booking, in the amount indicated on the website.

Unless the Service Provider has specified other conditions in its offer, the Guest shall be entitled to cancel the booking free of charge (without penalty) until 24:00 (local time at the place of service) on the 4th calendar day preceding the day of arrival. To validate the booking, the Service Provider requests payment of the advance payment specified on the website. In the event of a cancellation free of charge, the full amount of the advance payment shall be refunded to the Guest. If the cancellation is made after 24:00 on the 4th calendar day preceding the day of arrival, or if the Guest fails to arrive by 18:00 on the day of arrival (no-show), the Service Provider shall be entitled to retain the full amount of the advance payment as a contractual penalty.

For the purposes of this Clause 5, a credit card guarantee, as well as any other method defined as such in the Contract between the Parties and accepted by the Parties, shall also qualify as an advance payment.

5.1.2. Discounted prepaid booking

The Service Provider may grant a discount on its website for bookings where the Guest pays the full price of the service (100% advance payment) in advance at the time of booking. The Service Provider publishes the conditions of the discount on its website and grants the discount only if all the conditions set by the Service Provider are fully met. The discount determined by the Service Provider may only be granted in the case of online payment by bank card.

Bookings under this clause may not be amended or cancelled and the amount paid is non-refundable, except in cases of force majeure. For this purpose, force majeure shall mean a serious illness making the hotel stay impossible, hospital treatment becoming necessary due to an unforeseeable cause, and death. The Guest shall provide credible proof of the existence of the force majeure circumstance.

***5.2. Group bookings***

In the case of bookings of the Service Provider's products subject to special conditions, group travel or events, the Service Provider shall determine conditions differing from the above, set out in an individual Contract.

5.3. In the event of timely cancellation of the service by the contracting party, the Service Provider shall refund the amount of the advance payment due under the cancellation conditions by bank transfer or to the bank card used for the payment. The Service Provider shall have 30 days to execute the refund.

**6. Prices**

6.1. The room rates of the Hotel operated by the Service Provider, as well as the price lists of other services provided by the Hotel (restaurant), are available at the reception of the Hotel.

6.2. The Service Provider may freely change its published prices without prior notice. If the Guest has booked accommodation and the Service Provider has confirmed it in writing, the Service Provider may no longer change that accommodation rate.

6.3. When communicating its prices, the Service Provider shall indicate the statutory rate of the taxes included in the prices (VAT, tourist tax) applicable at the time of the offer. The Service Provider shall pass on to the contracting party, subject to prior notice, any additional charges arising from amendments to the applicable tax legislation (VAT, tourist tax).

6.4. Current discounts, promotions and other offers are published on the Hotel's website, in our newsletters (if you have subscribed) and on other online platforms.

6.5. Published discounts may not be combined with any other discount.

**7. Method of payment, guarantee**

7.1. The Service Provider requires payment for the services provided to the Guest at the latest after their use, prior to the Guest's departure from the Hotel; however, it may allow deferred payment under an individual agreement.

7.2. As a condition for using the service in accordance with the Contract, and in order to guarantee full settlement of the price, the Service Provider requests prior payment of the advance payment specified in the confirmation, as well as payment upon arrival of the remaining amount, being the total amount shown in the confirmation less the advance payment already paid.

7.3. The contracting party's invoice shall be issued in Hungarian Forints (HUF) or in Euros (EUR) and may accordingly be settled in Hungarian Forints (HUF) or in Euros (EUR). In the case of payment in EUR, the conversion and invoicing shall be made at the foreign exchange buying rate of the Service Provider's account-holding bank valid on the Guest's day of arrival.

The Service Provider accepts cashless means of payment (credit card, SZÉP Card (Széchenyi Recreation Card), and – on the basis of a separate agreement – gift vouchers, vouchers, etc.), the current list of which shall be made available to the contracting party upon request. When booking, the contracting party is advised to clarify in advance whether payment with the chosen cashless means of payment is possible.

7.4. Any cost relating to the use of any payment method shall be borne by the Guest.

**8. Method and conditions of using the service**

8.1. The Guest may occupy the hotel room from 14:00 on the day of arrival (check-in) and shall vacate it by 12:00 noon on the last day of the stay (check-out), unless, following prior arrangement, the Service Provider allows the Guest an earlier arrival (early check-in) or a later departure (late check-out). The fee for early arrival and late departure is set out in the price list in force from time to time.

8.2. If the Guest wishes to occupy the room before 14:00 on the day of arrival, 50% of the rate for the preceding night shall be charged, based on an individual agreement.

8.3. If the Guest wishes to vacate the room after 12:00 on the day of departure, 50% of the rate for the following night shall be charged, based on an individual agreement; after 18:00, the full room rate for the night shall be invoiced.

**9. Digital document reader and VIZA system**

9.1. Pursuant to Section 9/H (1) of the Tourism Act and Section 14/C (2) of Government Decree No. 235/2019 (X. 15.) on the implementation of the Act on the State Tasks Related to the Development of Tourism Regions, a condition of check-in and occupation of the room is that the persons using the accommodation service hand over at the reception, upon arrival, a photo identity document certifying their personal data (identity card, card-format driving licence or passport), and that the Hotel records such documents with a digital document scanner. Upon arrival, every Guest must present a photo identity document for identification.

9.2. If the Guest fails to hand over his/her identity document upon arrival, the Hotel shall refuse to provide the accommodation service.

9.3. In the event of a stay refused on the basis of the law, the Hotel shall claim payment of the advance payment, cancellation or amendment fee shown in the booking confirmation and shall be entitled to charge the full amount as a contractual penalty.

**10. Refusal to perform the contract, termination of the obligation to provide services**

10.1. The Service Provider shall be entitled to terminate the Contract for accommodation services with immediate effect, and thus refuse to provide the services, if:

- the Guest does not use the room provided or the facility for its intended purpose,
- the Guest behaves in an objectionable or rude manner with regard to the safety and order of the accommodation or its staff, is under the influence of alcohol or drugs and, in connection therewith, displays threatening, offensive or otherwise unacceptable behaviour,
- the Guest suffers from an infectious disease,
- the contracting party fails to fulfil its obligation to pay the advance payment specified in the Contract by the specified date,
- upon check-in, the Guest does not allow his/her documents to be scanned or refuses to complete the registration form.

10.2. If the Contract between the Parties is not performed due to “force majeure”, the Contract shall terminate, and in the case of individual bookings (up to 2 rooms) the Service Provider shall not claim the cost of the accommodation and shall refund it to the Guest. However, the Service Provider shall be entitled to claim its other costs (e.g. catering, purchase of raw materials). In the case of group bookings, the refund in the event of “force majeure” shall be governed by the individually concluded group contract.

**11. Accommodation guarantee**

11.1. If the Service Provider’s Hotel is unable to provide the services set out in the Contract due to its own fault (e.g. overbooking, temporary operational problems, etc.), the Service Provider shall immediately arrange for the accommodation of the Guest.

11.2. In the above case, the Service Provider shall

- provide/offer the services set out in the Contract, at the price confirmed therein, for the period stipulated therein – or until the obstacle ceases – at another accommodation of the same category. All additional costs of providing the substitute accommodation shall be borne by the Service Provider,
- provide the Guest, free of charge, with a one-time opportunity to make a telephone call to communicate the change of accommodation,
- provide the Guest with a free transfer to the substitute accommodation offered, and for any subsequent return.

11.3. If the Service Provider fully complies with these obligations, or if the Guest has accepted the substitute accommodation offered, the contracting party may not subsequently assert any claim for damages.

**12. Illness or death of the Guest**

12.1. If the Guest falls ill during the period of use of the accommodation service and is unable to act in his/her own interest, the Service Provider shall offer medical assistance.

12.2. In the event of the illness/death of the Guest, the Service Provider may claim compensation of its costs from the relative, heir or payer of the invoice of the ill/deceased Guest in respect of any medical and procedural costs, the price of services used prior to death, and any damage caused to equipment and furnishings in connection with the illness/death.

**13. Rights of the Guest**

13.1. Under the Contract, the Guest is entitled to use the room ordered, as well as those facilities of the accommodation that fall within the usual scope of services and are not subject to special conditions, for their intended purpose.

13.2. The Guest may lodge a complaint regarding the performance of the services provided by the Service Provider during the period of stay at the accommodation. The Service Provider undertakes to handle complaints delivered to it in writing with proof of delivery (or recorded by it in minutes) during this period.

13.3. The Guest’s right to lodge a complaint shall cease upon his/her departure from the Hotel. This provision applies to direct complaints; it does not affect the possibility of subsequently submitting reviews on online review platforms.

**14. Obligations of the contracting party**

14.1. The contracting party shall pay the price of the services ordered under the Contract by the date and in the manner specified in the Contract.

14.2. The Guest may not bring his/her own food or beverages into the Hotel’s catering outlets and common areas. Such products purchased by the Guest for the purpose of gifting may be brought into the Hotel without restriction.

14.3. The Guest may not receive visitors in the hotel room.

14.4. Pets may be brought into the Hotel subject to prior arrangement; however, they may be kept exclusively in the hotel rooms designated by the Service Provider, under the Guest’s supervision. Pets may use the common areas to access the rooms, but may not visit, or may only visit to a limited extent, other areas (restaurant and common areas, etc.). The use of a leash and muzzle is mandatory at all times, except while in the room. The pet surcharge is set out in the price list in force from time to time.

14.5. The Guest shall be fully liable for any damage caused by the pet, which the Guest shall compensate the Service Provider for prior to departure. The Service Provider shall be entitled to charge a cleaning surcharge if the room has not been used in accordance with its intended purpose. If any

equipment/item becomes unusable, the Guest shall pay its current purchase price. If the Guest does not report the soiling or the equipment/item becoming unusable upon departure, and the damage is demonstrably attributable to the Guest, the Service Provider shall be entitled to enforce its claim for damages against the Guest.

14.6. Smoking (including the use of electronic cigarettes and other devices operating on a similar principle) is prohibited in the enclosed premises of the Hotel – including the hotel rooms as well as the common and other indoor areas – and is permitted only in the designated areas marked with appropriate signs.

If the Guest breaches the above prohibition or restriction, the Service Provider shall be entitled to:

- charge the Guest a contractual penalty in accordance with the current rates available at the Hotel's reception, which covers the costs of the intensive cleaning and deodorisation of the room or the affected area aimed at removing tobacco smoke, as well as compensation for any damage caused to the furnishings (textiles, upholstery, curtains, carpets, etc.),
- if, as a result of the breach, the competent authority imposes a health protection fine on the Service Provider or the Hotel, pass on the full amount thereof to the Guest who committed the breach,
- in the event of a serious or repeated breach, terminate the Contract with immediate effect in accordance with Clause 10.1.

The amounts charged as set out above shall become due upon the Guest's departure, and the Service Provider shall be entitled to satisfy them from the Payment Guarantee or the Security Deposit.

14.7. The Service Provider shall be entitled to charge the Guest an extra cleaning fee in accordance with the current rates available at the Hotel's reception if the cleaning of the room or any other area used by the Guest requires justified additional work beyond the usual daily cleaning. Cases justifying an extra cleaning fee include, in particular, where:

- the Guest breaches the smoking ban set out in Clause 14.6, and as a result tobacco smoke odour, ash or burn marks occur in the room,
- the room or area is soiled to an extent exceeding normal use, in particular due to food, beverage, bodily fluid, blood or vomit stains, paint or cosmetic products,
- the removal of the soiling requires the use of special cleaning equipment or materials or external professional services,
- the furniture or textiles (bed linen, towels, carpets, upholstery, curtains) are soiled or damaged to such an extent that they cannot be restored by ordinary cleaning and require replacement or professional cleaning,
- the pet causes soiling or damage in the room as set out in Clauses 14.4–14.5,
- the room is left in such a condition that it does not allow the next Guest to be received within the usual cleaning time (e.g. extreme disorder, furniture moved, accumulation of rubbish).

The extra cleaning fee shall become due upon the determination of the soiling or damage, at the latest upon the Guest's departure, and the Service Provider shall be entitled to satisfy it from the Payment Guarantee or the Security Deposit.

**15. Liability of the Guest for damages**

The Guest shall be liable for all damage and losses suffered by the Service Provider or a third party through the fault of the Guest, his/her companion or other persons under his/her responsibility. The Guest shall be liable for the damage caused by him/her and shall compensate the Service Provider for it. This liability shall also exist where the injured party is entitled to claim compensation for its damage directly from the Service Provider.

**16. Rights of the Service Provider**

16.1. The Service Provider reserves the unilateral right to request from the Guest or the person bearing the Guest's costs, upon arrival, a payment guarantee – a bank card pre-authorisation, a cash deposit or settlement of the price of the services ordered in advance (accommodation, meals and other services) – for basic and extra services not paid in advance (hereinafter collectively: the "**Payment Guarantee**").

16.2. Upon arrival, the Service Provider shall inform the Guest of the fact and amount of the Payment Guarantee required, and the Guest shall accept the amount and conditions of the Payment Guarantee in writing.

16.3. The daily amount of the Payment Guarantee may not exceed the daily room rate specified in the Service Contract, provided that the Service Provider reserves the unilateral right to request from the Guest or the person bearing the Guest's costs a further deposit-type security in excess of the amount of the Payment Guarantee (hereinafter: the "Security Deposit"). The Service Provider reserves the right to terminate the Service Contract with immediate effect if the Guest or the Cost Bearer refuses to provide the Payment Guarantee and/or the Security Deposit.

16.4. The purpose of the Advance Payment, the Payment Guarantee and the Security Deposit is to serve as security for the Service Provider in the event that the party providing the security fails to fulfil its obligations undertaken under these GTC or the individually concluded service contract, in which case the Service Provider may satisfy its claims arising under these GTC or the individually concluded service contract from the Payment Guarantee or the Security Deposit. In view of the above, both the Payment Guarantee and the Security Deposit constitute a security of the nature of a security deposit (óvadék) within the meaning of the Hungarian Civil Code.

16.5. If the Guest or the person bearing the Guest's costs fails to fulfil the obligation to pay the fees for the extra services used or for the services ordered under the service contract at the cost of the Guest or the cost bearer, the Service Provider shall be entitled to enforce such claim directly against the Guest or against the cost bearer as guarantor.

16.6. If the Guest fails to fulfil the obligation to pay the fees for the services used, or for services ordered under the Contract but not used and subject to a contractual penalty, the Service Provider shall have a lien, as security for its claims, on the Guest's personal belongings brought into the Hotel. In all cases, official minutes must be taken, in which an employee of the Hotel (head of department or duty manager), the Guest and 2 witnesses certify by their signatures the veracity of the events recorded in the minutes.

16.7. The Service Provider's security service shall be entitled to remove from the facility – with due respect for personality rights – any person who endangers the peace and security of any activity of the Service Provider. In the event of such action by the Service Provider's security service, the Service Provider shall not be liable for damages either towards the Guest or the person bearing the Guest's costs, or towards the person concerned.

## 17. Obligations of the Service Provider

The Service Provider shall:

- perform the accommodation, catering and other services ordered under the Contract with the involvement of persons having appropriate expertise, in accordance with the applicable regulations and service standards,
- investigate the Guest's written complaint and take the steps necessary to address the problem, as well as document the results of the investigation and the measures taken.

## 18. Liability of the Service Provider for damages

18.1. The Service Provider accepts liability for any damage suffered by the Guest within its facilities that was caused through the fault of the Service Provider or its employees.

- The Service Provider's liability shall not extend to incidents that occurred due to an unavoidable cause beyond the control of the Service Provider's employees and other Guests, or that were caused by the Guest himself/herself.
- The Service Provider shall be entitled to designate areas in the Hotel which the Guest may not enter. The Service Provider accepts no liability for any damage or injury occurring in such areas.
- The Guest must report any damage suffered immediately at the Hotel and provide the Hotel with all the information necessary to clarify the circumstances of the incident and, where applicable, to draw up a police report / for police proceedings.

18.2. The Service Provider also accepts liability for damage suffered by the Guest as a result of the loss, destruction or damage of items customarily brought into the Hotel, provided that the Guest kept them in a place designated by the Service Provider or handed them over to an employee of the Service Provider. Based on the Hotel's liability, the amount of compensation shall not exceed fifty times the daily room rate.

18.3. The Service Provider shall be liable for valuables, securities and cash only if it has expressly accepted them for safekeeping.

18.4. We accept no liability for valuables left in other areas of the Hotel.

**19. Confidentiality**

In performing its obligations under the Contract, the Service Provider shall act in accordance with the provisions of 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 (General Data Protection Regulation, "GDPR"), Act CXII of 2011 on the Right of Informational Self-Determination and on Freedom of Information, and other relevant data protection legislation, and – if the contracting party has brought them to the attention of the Service Provider – the relevant internal rules of the contracting party.

**20. Force majeure**

20.1. Any cause or circumstance beyond the control of the Parties that is unforeseeable and unavoidable (in particular: war, fire, flood, extreme or exceptional weather conditions, disruption of energy supply, strike, epidemic, as well as serious illness or death making the performance of the contract impossible) (hereinafter: "force majeure") which prevents a Party from performing its obligations under the Contract shall release the affected Party from the legal consequences of breach of contract for the duration of the force majeure.

20.2. The Party invoking force majeure shall immediately notify the other Party of the occurrence of the circumstance and its expected duration, and shall do everything that can reasonably be expected of it to mitigate the effects of the force majeure and to restore performance as soon as possible.

**21. Governing law, competent court**

21.1. The legal relationship between the Service Provider and the contracting party shall be governed by the provisions of Act V of 2013 on the Civil Code of Hungary. Any dispute arising from the Contract shall be heard by the court having subject-matter competence at the place of service.

21.2. These GTC have been drawn up in Hungarian, English and German. In the event of any discrepancy between the language versions, the Hungarian text shall prevail.

**22. Website**

22.1. References and links

The Service Provider has no influence over the design and content of third-party material linked or referred to on its websites.

22.2. Copyright

The layout of the websites, the diagrams, images and logos used, as well as the collection of individual contributions, are protected by copyright. Copying or using any such items, such as images or texts, in other electronic or printed publications is not permitted without the written consent of the Service Provider.

22.3. Cookies

When you visit our websites, a persistent cookie (a small text file) is created and saved on the hard drive of your computer. The cookie enables us to recognise you when you visit our website, making it easier for you to browse the site and personalising your online experience.

22.4. Analytics

We use a web analytics tool that creates a series of data and tracks how our visitors use our website. When you visit our website, we create cookies in order to record what is searched for on our website and to obtain non-personally identifiable information about this. This tool helps us improve your online experience and enhance the user-friendliness of our website. Most browsers accept these cookies automatically; however, you may delete them or reject them automatically. As each browser is different, please refer to the “Help” section of your browser’s toolbar to find out how to set your cookie preferences. However, if you decide not to accept cookies, you may not be able to use certain features of our website.

22.5. SSL security

To guarantee your security and ensure highly confidential data processing, our Website uses SSL data protection encryption software for online bookings. Your credit card number and any other information you enter when completing the various forms are automatically encrypted and protected during transmission over the network. As soon as the information reaches our server, it is decrypted using a unique private key. SSL enables your browser to connect to our website and to agree on a secure communication channel in a transparent manner. SSL is today the most widely used and most successful secure transaction system. To use this system, you simply need to check the compatibility of your browser. For further information on data processing, please refer to the Service Provider’s Public Privacy Notice (available on the Hotel’s website and at the reception).

22.6. Newsletter subscription and unsubscription

By subscribing to the Service Provider’s newsletter and voluntarily providing his/her name and e-mail address, the user consents to receiving electronic mail from LEON HOTEL Projekt Kft. LEON HOTEL Projekt Kft. ensures that the user may unsubscribe from the newsletter at any time via the link contained in the newsletter.

22.7. Remarketing code

We use remarketing codes on the website to track visits to certain specific pages so that we can subsequently provide targeted marketing messages to visitors of those pages. Website visitors may disable the cookies providing remarketing codes by adjusting the settings of their browser accordingly.

**LEON HOTEL Projekt Kft.**