

General Terms and Conditions

I. Data of the Service Provider

IK Hotels Korlátolt Felelősségű Társaság

registered office: 1051. Budapest, Hercegprímás utca 5.

postal address: 1051. Budapest, Hercegprímás utca 5.

company reg. no.: 01 09 895537

tax number: 14249198-2-41

e-mail address: stay@ariahotelbudapest.com

Service Provider's representative: Ferenc Marx - Hotel Director

II. General rules

2.1. The present "General Terms and Conditions" regulate the operation of the "ARIA Hotel Budapest" run by the Service Provider at 1051 Budapest, Hercegprímás u. 5 and the rules for the use of the services available in the hotel.

2.2. Specific, individual conditions do not form part of the General Terms and Conditions, but do not exclude the conclusion of separate agreements with travel agents, tour operators, with different terms and conditions according to the type of business.

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

2.4. If the order for the services is placed directly by the Guest with the Service Provider, the Guest is the Contracting Party. The Service Provider and the Guest jointly become contracting parties (hereinafter referred to as the Parties), provided that the conditions are met.

2.5. If the order for the services is placed with the Service Provider by a third party (hereinafter referred to as the Agent) on behalf of the Guest, the terms of cooperation shall be governed by the contract concluded between the Service Provider and the Agent. In this case, the Service Provider is not obliged to verify whether the third party legally represents the Guest.

2.6. The Service Provider reserves the right to unilaterally amend these General Terms and Conditions.

2.7. These General Terms and Conditions are published by the Service Provider on the website <https://www.ariahotelbudapest.com> (hereinafter: Website), from where it can be downloaded by anyone free of charge in pdf. format.

2.8. These GTC were prepared in Hungarian. The language in which any contract covered by these GTC may be concluded is Hungarian. The User declares having the necessary level of knowledge of the language specified above for the use of the Website and the Application and for the conclusion of the contract within the scope of these GTC. The parties agree to the application of Hungarian law and the jurisdiction of Hungarian courts in relation to these GTC.

2.9. Any contract concluded between the Contracting Parties on the Website shall not constitute a written contract and shall not be registered by the Service Provider.

III. Establishment of the Contract, method and modification of a reservation, notification obligation

3.1. The Guest is entitled to make the reservation on the Website operated by the Service Provider, in person, by telephone or fax, by post or by any other means offered by the Service Provider.

3.2. The Contract is concluded upon confirmation by the Service Provider of the order sent by the Guest.

If the reservation is made via the Service Provider's website, the Service Provider will send the Guest an e-mail confirmation of the reservation and thus of the conclusion of the contract between the Parties.

3.3. The Contract for the use of the accommodation service is for a fixed period.

3.4. If the Guest permanently leaves the room before the expiry of the specified period, the Service Provider is entitled to the full price of the service, up to the percentage stipulated in the Contract, i.e. 100%, or the Service Provider is entitled to resell the room vacated before the expiry date.

Any extension of the accommodation service initiated by the Guest requires the prior consent of the Service Provider. In that case, the Service Provider may request the payment for the service already provided, if it has not been previously paid by the Guest.

IV. Cancellation conditions

4.1. The Service Provider is entitled to determine the conditions for cancellation of the reservation and to determine different cancellation conditions for specific types of reservations.

4.2. The Service Provider shall inform the Guest in advance of the cancellation conditions prior to the reservation.

4.3. In the case of cancellation, the Service Provider shall be entitled to impose a penalty payment obligation, provided that the Guest has been informed thereof and the extent of the penalty in advance. The Service Provider shall also be entitled to claim damages in excess of the penalty from the Guest.

V. Value of the services

5.1. The price of the services available at the Hotel is published on the Hotel's website (<https://www.ariahotelbudapest.com>) and on the Hotel premises.

5.2. If there is any difference in the prices published on the website and on the Hotel's premises, the prices published on the Hotel's premises shall prevail.

5.3. The Service Provider is entitled to unilaterally change the prices and in special cases to apply individual prices that differ from the general prices.

5.4. The prices published by the Service Provider include the amount of VAT and tourist tax.

5.5. The payment may be made by bank transfer, with cash on the Hotel premises, or through a POS terminal using a cash substitute issued by a financial institution or SZÉP Card.

5.6. If the Guest makes the reservation through the interface of a third party service provider having a contractual relationship with the Service Provider or through other means of cooperation with such third party service provider, the Guest shall pay the consideration through the interface provided by such third party service provider.

5.7. The Service Provider shall claim the payment for the services provided by the Contracting Party at the latest after the use of the services, before the departure from the Hotel, but may also grant the option of subsequent payment in the framework of an individual agreement.

5.8. The costs associated with the use of any payment method shall be borne by the Contracting Party.

5.9. The invoice shall be issued electronically by the Service Provider and sent to the email address provided by the Guest on the registration form. At the time of reservation, an advance invoice will be issued to the Guest, while the invoice for the total amount of the fee will be issued after the fee has been paid in full.

5.10. Upon settlement of the invoice, the Guest will be charged for the bank charges related to the transfer of the total amount of the invoice.

5.11. Once the invoice has been issued, the Service Provider cannot change the billing name and address.

5.12. In the event of any delay in payment, the Service Provider shall be entitled to charge default interest at twice the current base rate of the central bank for the days of delay between the expiry of the original claim and the actual payment, which the Contracting Party in default shall be obliged to pay immediately and voluntarily, at the same time as the principal.

VI. Method and conditions of the use of the service

6.1. The Guest may occupy the hotel room on the day of arrival at the time indicated by the hotel (Check in) and must check out of the hotel room on the day of departure by the time indicated (Check out).

VII. Accommodation for pets

8.1. Pets are generally allowed in the accommodation facilities of the Service Provider and may be kept in the hotel room under the supervision of the Guest. They may use the common areas to access the rooms, but other areas (restaurants, etc.) are not accessible to pets.

8.3. The Guest is fully responsible for any damage caused by the pet to the Service Provider or to third parties.

IX. Refusal to perform the contract, termination of the obligation to provide the service

9.1. The Service Provider is entitled to terminate the Contract for the accommodation service with immediate effect, and thus refuse to provide the Services, if:

- a) the Guest makes improper use of the room or accommodation provided;
- b) the Guest fails to comply with the safety regulations of the accommodation facility, the house rules, or behaves in a reprehensible or rude manner with its staff, is under the influence of alcohol or drugs, or engages in threatening, abusive or other unacceptable behaviour;
- c) the Guest suffers from a communicable disease or fails to comply with the protection measures imposed by law or by the Service Provider in the event of an epidemic;
- d) the Contracting Party fails to fulfil its obligation to make the advance payment specified in the Contract by the specified date.
- e) The conduct of the guest causes damage to the Service Provider

9.2. If the Contract between the Parties is not fulfilled for reasons of "force majeure" (an unforeseeable and unavoidable external cause), the Contract terminate.

The special rules applicable to force majeure events are set out in detail in section XVI of these GTC.

X. Accommodation guarantee

10.1. If the Service Provider is unable to provide the services specified in the Contract due to its own fault (e.g. overloading, temporary operational problems, etc.), the Service Provider shall be obliged to accommodate the Guest without delay.

10.2. The Service Provider is obliged to:

a) provide/offer the services specified in the Contract, at the price confirmed therein, for the period specified therein, or until the end of the period of impediment, in another accommodation of the same or higher category. All additional costs of providing replacement accommodation shall be borne by the Service Provider.

b) provide the Guest with a free telephone call to inform people of a change of accommodation

c) provide the Guest with a free transfer to the offered replacement accommodation and any subsequent move back

10.3. If the Service Provider fully complies with these obligations, or if the Guest has accepted the replacement accommodation offered to them, the Contracting Party may not claim any subsequent compensation.

10.4. The Service Provider operates its hotels flexibly in line with demand due to the epidemic situation. The Service Provider may suspend the operation of its hotels but, in view of the constantly changing situation, reserves the right to reopen hotels or to close hotels already open depending on the evolution of the virus situation.

Whenever the Service Provider is unable to perform according to the reservation received and confirmed at the given hotel, the Service Provider will attempt to contact the Guest by e-mail no later than 5 days before the date of arrival and by telephone no later than 4 days before the date of arrival if the Guest has provided a telephone number. 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 service is subject to the condition that the applicable governmental measures allow the hotel service to be provided.

XI. The Guest's illness or death

11.1 If the Guest falls ill while using the accommodation service and is unable to act on their own behalf, the Service Provider will offer medical assistance.

11.2. In the event of the illness/death of the Guest, the Service Provider shall claim compensation of costs from the sick/deceased person's relatives, heirs or bill payer for any medical and procedural expenses, the value of services used prior to the death, and any damage to equipment and furnishings caused by the illness/death.

11.3. If the guest is subject to a house quarantine order by the authorities, they shall be obliged to pay the Service Provider the service charge for any extension of the reservation.

XII. Rights of the Contracting Party

12.1. The Guest is entitled to use the room reserved and the facilities of the accommodation for the intended purpose, which are included in the normal scope of services and are not subject to special conditions.

12.2 The Guest may lodge a complaint regarding the performance of the services provided by the Service Provider during the period of their stay at the accommodation. During that period, the Service Provider undertakes to deal with any complaint that is verified in writing (or recorded in the Service Provider's records).

12.3. The Guest's right to lodge a complaint shall cease after departure from the accommodation.

XIII. Liability for damages

13.1. The Guest is liable for all damages and losses suffered by the Service Provider or third parties due to the fault of the Guest or their companion or other persons under their responsibility. This liability shall also apply if the injured party is entitled to claim compensation for the damage directly from the Service Provider.

13.2. The Service Provider is entitled to designate rooms in the Hotel where the Guest is not entitled to enter. The Service Provider shall not be liable for any damage or injury caused in such places.

13.3. The Service Provider shall also be liable for any loss, destruction of or damage to items belonging to the Guest, if the Guest has deposited them in a place designated by the Service Provider or in a place normally designated for that purpose (hotel reception or safe deposit box), and the Guest has handed them over to an employee of the Service Provider authorised to receive them. The Service Provider shall be liable for valuables, securities and cash only if the items have been expressly accepted for safekeeping or if the damage is the result 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.

XIV. Service provider's right of pledge

If the Guest fails to fulfil the obligation to pay the fees for the services that are subject to penalty and were used or ordered in the Contract but not used, the Service Provider shall be entitled to a right of pledge on the Guest's personal property which they have brought with them to the Hotel, in order to secure the claims.

XV. Limitation of the Service Provider's liability

15.1. The Service Provider shall be liable for any damage suffered by the Guest within its facilities due to the fault of the Service Provider or its employees.

15.2. The Service Provider's liability does not extend to damages caused by an unavoidable cause beyond the control of the Service Provider's employees and Guests, or caused by the Guest themselves.

15.3. The Supplier may designate places in the hotel where the Guest is not allowed to enter. The Service Provider shall not be liable for any damage or injury caused in such places.

15.4. The Guest must immediately report any damage they suffered to the reception of the hotel and provide the hotel with all the necessary information to clarify the circumstances of the damage, possibly for the purpose of a police report/police procedure.

15.5. The Service Provider shall also be liable for any damage suffered by the Guest as a result of the loss, destruction of or damage to the Guest's property, if the Guest has deposited it in the place designated by the Service Provider or normally designated for such purpose or in their room, or has handed it over to an employee of the Service Provider whom they may have considered entitled to receive it.

15.6. The Service Provider shall be liable for valuables, securities and cash only if the items have been expressly accepted for safekeeping or if the damage is the result 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.

15.7. The Parties limit the maximum amount of compensation to fifty times the daily room rate.

XVI. Special rules for events

16.1. In relation to events held on the Hotel's premises, the special provisions set out in this clause and in the contract between the Service Provider and the organiser of the event shall apply.

16.2. It is prohibited to use any adhesive material, adhesive tape, furniture pins, nails, screws or similar items to fix materials to walls or ceilings in connection with events. Decorative materials and other items may not be brought into the hotel and placed there without the prior consent of the Hotel. All decorative materials must comply with the Hotel's fire regulations.

The Hotel accepts no responsibility for any technical equipment not provided by the Hotel or its contracted partner. The Hotel shall have the right to exclude from the service any technical equipment which may in any way interfere with the proper functioning of a system or which may be a safety hazard.

XVII. Force majeure

In the event of any cause or circumstance (for example; war, fire, flood, adverse weather, power failure, epidemic, strike) beyond the control of a party (force majeure), either party shall be discharged from its obligations under the Contract for as long as such cause or circumstance exists. The Parties agree that they will use their best endeavours to minimise the possibility of these causes and circumstances occurring and to remedy any damage or delay caused thereby as soon as possible.

The Service Provider shall not be liable for any damage or other adverse consequences arising from force majeure, even if the force majeure event impedes or prevents the performance of its subcontractors, vicarious agents or other contributors.

The Guest shall only be entitled to invoke force majeure if the respective event actually makes it impossible for the Service Provider to provide a particular service. The Guest shall be entitled to invoke a force majeure event as a public health epidemic measure only if such measures make it actually impossible for the Hotel to remain open or for the Guest to enter the Hotel.

XVII. Applicable law

The Parties agree to apply the Hungarian law in relation to the legal relationships governed by these GTC and stipulate the jurisdiction of the Hungarian courts.

XVIII. Information in relation to the contract concluded between the Service Provider and the User considered a Consumer, as distance parties, when the Service is provided by the Service Provider as service provider and is used by the User (Consumer):

1. Service provider's name: IK Hotels Kft.
2. Service provider's registered office, place of business, postal address, details of the service provider:

1051 Budapest Hercegprímás u. 5., company reg. no.: 01 09 895537, tax number: 14249198-2-41

3. The total amount of the remuneration for the services under the contract, plus tax, and any additional costs that may be incurred:

Information on the total amount of the consideration is given in these GTC and on the Website.

4. In the case of a contract of indefinite duration or a contract including a subscription: The amount of the charge given by the Service Provider includes all the costs of the service.

5. Charges for the use of a device for communication used by the distance parties to conclude the contract:

None

6. The conditions of performance, in particular payment and the time limit for performance, and the handling of complaints by the Service Provider:

The necessary information is contained in these GTC

7. Exercise of the consumer's right of withdrawal and termination:

Pursuant to Government Decree 45/2014 (26 February) on the detailed rules of contracts between consumers and businesses (hereinafter Government Decree), a User who is a consumer under the law has the right of withdrawal and termination stated in Section 20 without justification for 14 days in respect of services used for consideration.

In the case of a contract for the provision of a service available on the Website, the consumer User may exercise the right of withdrawal or termination within fourteen days from the date of conclusion of the contract.

The Service Provider can meet the time limits set for the provision of the Services, for the commencement of the provision of the Service, if the Guest using the Service expressly requests it and agrees, by means of a separate declaration made prior to the payment for the Service, that the Service Provider should commence to provide the Service in accordance with these GTC, before the expiry of the period specified in Section 20

(2) b) of the Government Decree (14 days) with the proviso that following the commencement of the provision of the Service, the Guest shall have no right of withdrawal within 14 days of the date of conclusion of the contract for the Service, but a right of termination without justification during the term of the contract, until the Service has been provided in full, after which the Guest shall lose the right of withdrawal.

The consumer Guest may exercise the right of withdrawal or termination either by means of the form letter in accordance with Annex 2 of the Government Decree, as set out in Annex 1 of these GTCs, or by means of a clear declaration to that effect, which they must send to the postal address or e-mail address of the Service Provider as specified in these GTC. The right of withdrawal or termination shall be exercised within the time limit provided that it is sent by the User within the time limit set out in the previous paragraph. The Guest shall bear the burden of proving that they have exercised the right of withdrawal or termination in accordance with the provisions of this paragraph.

If the Guest exercises the right of withdrawal under this clause, the Service Provider shall reimburse the Guest for all consideration paid, including the costs incurred in connection with the performance, without delay, but no later than 14 days after the receipt of the statement. While making the refund, the Service Provider shall use the same method of payment as the one used in the original transaction, unless the Guest expressly agrees to use a different method of payment, but the consumer shall not be charged any additional fee as a result.

In case of exercising the right of termination, the Service Provider is entitled to the consideration for the service provided until the date of termination; the part of the consideration that exceeds the value of the service actually provided will be refunded to the Guest. The amount to be paid proportionally by the Guest during the settlement shall be calculated on the basis of the total amount of the consideration plus tax. However, if the Guest proves that the total amount is too high, the proportional amount shall be calculated on the basis of the market value of the services provided up to the date of termination of the Contract. In determining the market value, the consideration for the same service provided by businesses performing the same activity at the time the contract was concluded shall be taken into account. The Guest shall reimburse the Service Provider's reasonable costs in accordance with this paragraph if the Service Provider has commenced performance at the express prior request of the User and the User exercises the right of termination after the commencement of performance.

8. The consumer shall not have the right of withdrawal or termination:

If the Service is used, the Consumer does not have the right of withdrawal, but has the right of termination within 14 (fourteen) days after the start of the provision of the Service. The right of termination shall be exercised in accordance with the provisions applicable to the exercise of the right of withdrawal. If services provided through the Website are used, the Consumer declares that the Service Provider has started the provision of the service with their prior consent and that they lose the right of withdrawal upon the completion of the entire Service.

9. Warranty and product warranty:

Warranty:

The statutory obligation relating to the warranty and product warranty: Warranty

In the event of faulty performance by the Service Provider, the Consumer may assert a warranty claim against the Service Provider in accordance with the rules of the Civil Code.

Lack of conformity means when the obligor's performance at the delivery date is not in compliance with the quality requirements laid down in the contract or stipulated by law. The obligor is not liable for any lack of conformity if, at the time of the conclusion of the contract, the obligee knew or should have known the lack of conformity. In the case of a contract concluded between a consumer and a supplier, it must be presumed, until the contrary is proved, that the lack of conformity which the consumer has discovered within six months of performance was already present at the time of performance, unless this presumption is incompatible with the nature of the thing or the nature of the lack of conformity. On the basis of a contract in which the parties owe mutual services to one another, the Service Provider shall be liable to provide warranty for lack of conformity.

On the basis of a claim for warranty for conformity, the consumer may, at their choice: request repair or replacement, unless the fulfilment of the remedy chosen by the consumer would be impossible or would involve disproportionate additional costs for the Service Provider compared with the fulfilment of their other remedy. If the repair or replacement was not or could not be requested, the Customer may claim a pro rata reduction of the price paid or the consumer may have the defect repaired or replaced at the expense of the Supplier or, ultimately withdraw from the contract. No withdrawal is possible due to a minor defect.

The consumer may switch from the warranty right already selected to another. The cost of switch-over shall be covered by the consumer, unless it was made necessary by the Service Provider's conduct or for other reasons.

The consumer shall notify the Service Provider of the defect without delay after the defect has been discovered. In the case of a contract between a Consumer and a Service Provider, a defect communicated within two months of the discovery of the defect shall be deemed to have been communicated without delay. The consumer shall be liable for any damage that results from late notification. In connection with contracts that involve a Consumer and a Service Provider, the consumer's right to warranty shall lapse after two years from the delivery date.

10. Product guarantee:

In relation to contracts covered by these GTC, the Consumer may not make a product warranty claim against the Service Provider.

11. Concerning the existence of after-sale customer service and other services as well as of the warranty and its conditions:

The Consumer may request information about the product at the telephone numbers and e-mail addresses provided in these GTC or on the Website.

12. Availability of a code of conduct prepared in accordance with the Act on the prohibition of unfair business to consumer commercial practices and the way how a copy could be requested of the code of conduct:

No code of conduct is available, therefore no copies can be requested

13. In the case of a contract for a definite period, the duration of the contract, in the case of a contract for an indefinite period of time, the conditions for termination of the contract:

Information on that, where relevant for a given product or service, is provided in these GTC or on the Website.

14. In the case of a contract of definite duration which may be converted into a contract of indefinite duration, the conditions of conversion and the conditions of termination of the contract so converted into a contract of indefinite duration:

No such case.

15. The shortest duration of the Consumer's obligations under the contract:

In the case of any service provided for consideration, the shortest contractual duration of the consumer's obligations in respect of that service is set out in the part of these GTC applicable to that service or on the Website.

16. The provision of a deposit or other financial guarantee to be paid or provided by the Consumer at the request of the business and the conditions thereof:

None.

17. Operation of digital data content and applicable technical protection measures:

The Service Provider shall take all necessary and reasonable measures in the operation of the servers and other equipment (not including infrastructure which the Service Provider has no control over) operated by the Service Provider, and shall ensure adequate level IT and other protection of the devices at all times. The Service Provider shall also ensure the proper location and storage of devices and data content related to digital data content.

18. The ability of the digital data content to interoperate with hardware and software to the extent reasonably expected of the company:

The Website functions with all regularly used and widely distributed Web browsers and operating systems, and can be viewed on mobile devices (mobile phones, tablets).

- 19 The possibility of using out-of-court complaint handling and dispute resolution mechanism, which is compulsory for the business by law or by decision of the business, and how to access it:

Consumers may address their complaints directly to the Service Provider, in writing in the first instance, and the Service Provider will make its best efforts to eliminate and remedy any infringements. The Service Provider and the Consumer shall settle their disputes primarily out of court by conciliation. If the conciliation does not lead to a result, the Consumer may, in accordance with the legislation in force and the GTC, apply to the authorities, courts or conciliation bodies.

- 20 The possibility of recourse to a conciliation board, the name of the competent conciliation board at the place where the Service Provider is established and the postal address of its seat:

The following disputes fall within the competence of the conciliation board: disputes between consumers and businesses concerning the quality and safety of products, the application of product liability rules, the quality of service and the conclusion and performance of contracts between the parties

(hereinafter: consumer disputes): to attempt to reach an amicable settlement for that purpose and, if this is unsuccessful, to rule on the case in order to ensure the simple, rapid, efficient and inexpensive enforcement of consumer rights. The conciliation board shall, at the request of the consumer or the business, advise the consumer on the rights and the obligations of the consumer. In order to initiate the conciliation board's procedure, the consumer must attempt to resolve the dispute directly with the business concerned. The conciliation procedure commences at the request of the consumer. The request must be submitted in writing to the chairman of the conciliation board. The competent conciliation board according to the place where the Service Provider is established: Conciliation Board of Budapest.

Annex 1:

Withdrawal/cancellation notice template

(fill in and return only in case you intend to withdraw from/cancel the contract) Addressee:

I/We, the undersigned, declare that I/we exercise my/our right of withdrawal/cancellation in respect of the contract for the purchase of the following product(s) or the provision of the following service(s):4

Date of contract / acceptance:

Name(s) of consumer(s):

Address(es) of consumer(s):

Signature(s) of consumer(s): (only for statements made in hard copy)

Dated: