



## **General Terms and Conditions of Business for Services Provided by Kempinski Hotel Corvinus Budapest**

### **1. Scope**

#### 1.1. Scope and subject matter

These General Terms and Conditions of Business shall apply to hotel accommodation services, restaurant services and other services generally related to hotel services with special regard to those service contracts, by which Hotel leases conference, banquet and event rooms for all sorts of events such as conferences, banquets and seminars etc. provided to all natural and legal persons and organizations without legal personality (hereinafter referred to as Guest) of Kempinski Hotel Corvinus Budapest (hereinafter referred to as the Hotel). Furthermore, these terms and conditions shall apply to all other deliveries and services related to such events (e.g. leasing audiovisual equipment, outside catering services etc.)

Unless otherwise agreed in writing, these General Terms and Conditions of Business shall also apply to long-term seasonal price agreements concluded with wholesalers and travel agencies acting as intermediaries of hotel services for third parties via internet and other means. Travel agencies and wholesaler Customers may only sell through the internet after signing a separate agreement related thereto.

These General Terms and Conditions of Business shall be acknowledged by hotel Guests upon signing the registration card filled-in when they check-in to the Hotel; by restaurant Guests, parking Guests and SPA Guests upon receiving services; and by other Customers upon signing the specific contracts.

Hotel and Customer accept the electronic scanned version of the signed or electronically signed contracts as a document with the same conclusive force as the original hard copy.

#### 1.2. Duration

Hotel may modify these General Terms and Conditions of Business unilaterally at any time, but at the same time it shall notify the Customers already having specific service contracts in writing at least 15 (fifteen) calendar days prior to the day the modifications take effect – up to Hotel's choice - either by sending the modified general terms and conditions of business or by sending such invitation to Customers that the modified General Terms and Conditions of Business are available for viewing on Hotel's website.



In case the Customer does not contradict or objects within 15 (fifteen) calendar days of the notification, the General Terms and Conditions of Business shall be deemed accepted by Customer. In case the Customer contradicts or objects to the modifications, Hotel may terminate the specific service contract previously concluded with immediate effect within 5 (five) business days of receiving the contradiction or objection. In case Hotel does not terminate the contract within 5 (five) business days of receiving the objection, the general terms and conditions of business prior to the modification shall apply to the specific service contract.

1.3. Unless otherwise provided by the Customer and Hotel in the specific service contract in writing, the Parties shall apply these General Terms and Conditions of Business.

## **2. Contracting, Contracting Parties and Liability**

2.1. In case the hotel services are ordered directly by the Guest or its representative, the Guest shall be the party to the contract (and the one obliged to payment) - hereinafter referred to as the Customer.

2.2. If the hotel services are ordered by a third party commissioned by the Guest (hereinafter referred to as the Intermediary), the Intermediary shall be the party to the contract - i.e. the Customer – and obliged to payment. Hotel is not obliged to examine if the Intermediary is duly authorised to represent the Guest.

2.3. If the hotel services are ordered by a third party on behalf and at the expenses of the Guest, the third party (hereinafter referred to as the Representative) shall properly certify that it is duly authorised for the representation. In such cases the Guest shall be the party to the contract and obliged to payment.

2.4. If the Customer is not the Guest, the Guest and the Customer shall have joint and several liability for the performance of all contractual obligations to Hotel.

2.5. The Customer shall be liable to pay any extra services provided to the participants of the events; furthermore, the Customer shall be liable for all damages caused in the building being host to the event (Kempinski Hotel Corvinus Budapest or any outside venues) or in the furniture and the equipment thereof by its employees, assistant persons, participants of the events or the Customer itself.

2.6. Terms for Binding Offers



2.6.1. Unless otherwise provided in writing, in case of ordering individual hotel accommodation services i.e. reserving no more than 9 (nine) rooms for the same date Hotel shall send a written offer on working days within 24 (twenty-four) hours of receiving the request for offer sent by the Customer orally or in writing. In case specific written order is not submitted within 48 (forty-eight) hours of sending the offer, Hotel's offer shall cease to be binding. The contract is concluded when Hotel sends a written confirmation to Customer's written order. Oral orders, modification or oral confirmation shall not be regarded a contract.

2.6.2. In case of group booking i.e. booking ten or more rooms for the same date or of event services, Hotel shall send a written offer on working days within 24 (twenty-four) hours of receiving the request for offer sent by the Customer in writing. Hotel's offer presented to the Customer remains binding upon Hotel for 14 (fourteen) calendar days unless otherwise provided in the offer concerned. The offer shall cease to be binding if the agreement duly signed by the Customer does not reach Hotel until 24:00 on the last day of this term. The agreement shall take effect upon signature of the Customer and Hotel i.e. both contracting parties.

2.6.3. Hotel excludes the acceptance of its offer by the Customer with altered content. Should the Customer send an order to the Hotel, which is not fully in accordance with Hotel's offer, Parties shall interpret this as Customer requested a new offer and Hotel can unilaterally decide on the terms and conditions of the new offer, based on which the Customer may send – has alike the foregoing - an order to the Hotel.

### **3. Quality of services, prices, payment**

3.1. Hotel shall provide services ordered in writing and confirmed in writing in compliance with the standards of Kempinski Hotels S.A. (Geneva, Switzerland) in five-star hotel category. Furthermore, Hotel shall provide services requested on-the-spot by the Customer's implied action and belonging to hotel services. Phone, internet, television, solarium, parking and minibar services shall be ordered by the Customer's implied action. The Customer shall acknowledge that these services are ordered by implied action upon signing the registration card filled-in when checking-in to Hotel or signing the specific service contracts.

3.2. Hotel may employ subcontractors to provide specific services and thus, provide mediated services. Hotel shall provide mediated services especially in case of television, phone, internet, and some massage services. In case of overbooking or temporary maintenance problems, the Hotel may employ other Budapest hotels of the same or higher category as subcontractors to perform the services (i.e. booking-out), which are also deemed mediated services. In this case Hotel shall provide one phone call facility and a return transfer for the Customer; however, the Customer shall pay Hotel the price laid down in the contract. If the



Customer accepts the substitutive hotel services, it may not claim any damages from Hotel later on.

3.3. Customer shall pay the price of already provided services as agreed on previously with Hotel before leaving Hotel. Hotel is entitled to allow bank transfer payment after departure to the Customer after checking its creditworthiness.

There shall be no price changes within 12 (twelve) months after the conclusion of the contract, except for the case, if taxes are being changed (e.g.: value added tax; tourist tax). Hotel may forward extra costs due to changes in the legislation on tax in force to the Customer upon notifying the Customer simultaneously. Hotel reserves the right to increase its prices after then 12-month-long period above expired. Hotel may change the published prices (not contracted) freely without any prior notification.

3.5. If Hotel orders or arranges to order any technical or other services for Customer to be rendered by third persons, he acts on Customer's favour (subcontracted services). Customer assumes liability for such equipment be used and returned properly; also, Customer shall ensure that Hotel be exempt from all kinds of possible claims put forward by third parties in connection with the letting and using of such equipment.

3.6. Unless otherwise provided in the specific service contracts, amounts invoiced by the Hotel in HUF become due and payable on the day of issue in cash or by credit card, in case bank transfer payment is allowed, within 10 (ten) calendar days from date of issue with no deduction in HUF or the currency defined in the contract.

The exchange rate of the room charge and other services (i.e. food & beverage, meeting room rental etc.) is based on the HUF/EUR rate of the Hungarian National Bank applicable one business day before the arrival day. The Hotel shall have the right to charge default interest according to the Hungarian Civil Code for any default in payment. In case earnest money or deposit has been paid the currency of the paid earnest money or deposit and the currency of the final payment must be the same (e.g. both payments in HUF, or both in EUR).

3.7. Payment shall be made indicating the intended payment purpose by bank transfer to the bank account held at the Raiffeisen Bank Zrt. (Budapest, Hungary) 12001008-01523314-00100008 (HUF) or 12001008-01523314-00200005 (EUR) or 12001008-01523314-00300002 (USD); (Swift code: UBRTHUHB, IBAN Euro: HU49 12001008-01523314-00200005, IBAN USD: HU28 12001008-01523314-00300002). Customer shall be obliged to reimburse Hotel for any exchange rate loss incurred by Hotel due to negligence of Customer arranging payment to the wrong bank account (i.e. HUF payment to EUR or USD currency bank account).



3.8. Hotel shall have the right to request appropriate guarantees defined in the specific contracts (e.g. credit card guarantee i.e. Credit card pre-authorization, advance payment, earnest money, insurance, deposit, warranty etc.); the amount and term of payment depends on the specific order (e.g. the size of the event to be organised and/or the number of group participants), and is to be laid down in the actual service contract. Providing a credit card guarantee includes the consent that Hotel is asking pre-authorization for the card and is blocking the amount agreed as guarantee on the card.

3.9. Unless otherwise provided (e.g. modification to the contract prior to the performance by Hotel), the amount payable shall be invoiced to the Customer. After the performance and issuing the final invoice, Hotel is not obliged to change the party to pay and to issue a new invoice.

3.10. Hotel is charging 13% (that is thirteen percent) service fee in ÉS Bisztró, Blue Fox the Bar and The Living Room on the gross price of á la carte lunch and dinner services and 10 % (that is ten percent) service fee on the gross price of all food and beverage and conference package with regard to its banquet and outside catering services.

3.11. For any forms of payment, all costs related to payment shall be borne by the Customer.

3.12. Pets: Pets may be kept in Hotel rooms for extra fee if accompanied by Guest; pets may use the common areas to approach the rooms, however, they cannot be taken to other parts of the Hotel (e.g., restaurant and SPA). The Guest shall be liable for all damages caused by the pet. Hotel may charge extra fee for cleaning.

3.13. Children: unless otherwise agreed by the Parties in the specific service contract

- a) children under 12 (twelve) years may stay in the rooms with their parents on an extra bed free of charge
- b) children between 6 and 12 years shall receive a 50% (fifty percent) discount off the price of breakfast
- c) Guest shall ensure that children under 14 years only stay in the Hotel accompanied by an adult
- d) the room and breakfast prices of children over 12 years are the same as for adult Guests.

3.14. In case Hotel and Third Party (Intermediary or Representative) agreed on agent's fee (commission), then the condition for paying such fee (commission) is that the Customer (the one obliged for payment) has fulfilled all its contractual (especially payment) obligations. The agent's fee/commission shall be paid solely the Third Party's invoice, within 10 (ten) banking days from receipt of such invoice by the Hotel. Unless otherwise agreed by the Parties the base for the agent's fee/commission calculation is the net room rate (without VAT, tourist tax) and without breakfast. Payment method is first of all set off against any debt of the Third

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Party towards the Hotel under any legal ground. Should the Third Party have no debt towards the Hotel, then Hotel pays the agent's fee/commission by direct bank transfer or via Onyx intermediary bank transfer according to the Third Party's decision. Unless otherwise agreed by the Parties in the specific service contract Hotel does not pay agent's fee /commission for penalty (no show and late cancellation).

3.15. Late charges: Hotel reserves the right to charge the credit card of the person obliged for payment also after check-out with amounts not known at the time of check-out (i.e. damages in the room, minibar consumption, breakfast consumed after check-out etc.)

#### **4. Hotel's rights for termination and rescission**

4.1. Hotel's right for termination without cause is excluded.

4.2. Hotel may terminate the contract with immediate effect and claim damages in the following cases, which constitute the breach of contract by Customer:

- a) if the advance payment or other guarantees are not paid until the deadline. If some of the advance payment and/or of the earnest money has already been paid, Hotel has the right to offset the amount of advance payment and/or earnest money against the amount of penalty which would have been payable to Hotel upon cancellation of the order by the Customer.
- b) if the Guest uses the room or the event venue inappropriately or causes a damage;
- c) if the Guest is under the effect of alcohol or drugs, it infringes Hotel's security, fire protection and other rules intentionally or with gross negligence, it acts in a rude, threatening, disturbing or any other unacceptable manner with Hotel employees or other Guests, exhibits a behaviour that infringes public morals or suffers from infectious diseases;
- d) Bankruptcy, liquidation proceedings, final settlement, enforced final settlement or any other proceedings to dissolve the Customer have been initiated;
- e.) in case of change in the management or in the owners structure of Customer company or other institution;
- f.) if the Guest (adult or minor above 14 years of age) intending to utilize the accommodation services and having a pre-reserved room fails to present a valid ID, driving license or passport at check-in for any reason. In the latter case any compensation claim of the Guest and the Customer is excluded, but he/she shall be obliged to pay the full net price of the booking (accommodation and other pre-booked services, e.g. transfer, room set up, food and beverage etc.) as frustration penalty - unless otherwise agreed – on the spot.

4.3. Hotel may rescind the contract for well-founded material reasons, in one of the following two cases:

- a) in the event that *force majeure* or any other reason beyond Hotel's reasonable scope of control for which Hotel is not liable and which was unforeseen at the time of contracting the performance of the contract becomes impossible and there had been no reasonable cause to take action for preventing or mitigating the damage (Hungarian Civil Code Article 6:142.§),

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force majeure reason shall be especially, but not exclusively e.g. natural disaster, fire, explosion, strike, internet downtime, pandemic etc.; or

b) in the event that there are substantiated reasons for Hotel to presume that the organised program might jeopardise the smooth running of regular businesses or the security or the image of the Hotel

4.4. Should Hotel wish to rescind, Customer shall immediately be informed in writing thereof and in case of Section 4.3.a.) above Hotel shall return advance payment or other guarantees etc. - less deducting the certified work fee and expenses actually incurred or if determined, the amount of the penalty specified in the specific service contract - to the Customer within 15 (fifteen) calendar days; in addition, Customer shall not be entitled to damages (Hungarian Civil Code Article 6:248.§ (1) c.). In case of Section 4.3. b.) above, as the reason for the impossibility arose in the Customer's interest, the Hotel is entitled to the fee, but the Customer may deduct the amount saved by the Hotel due to the impossibility and earned elsewhere during the vacated time, or he could have earned without much difficulty (Hungarian Civil Code Article 6: 248 (1) b.).

4.5. In relation to Customers which are not consumers (natural persons) Hotel excludes its liability for damages caused by breach of contract due to negligence and limits its liability for damages due to gross negligence to the net contracted amount that Customer should pay.

## **5. Cancellation of the order by Customer**

5.1. Contracts (especially for hotel accommodation and event management services) are made for a definite period. Specific service contracts may only be modified in writing by mutual consent of both parties. Unilateral modifications or additions by the Customer or the Guest shall be invalid.

Hotel rooms can be occupied from 3:00 PM on the day of arrival, and must be vacated until noon on the day of departure.

5.2. Extending the duration of the service upon unilateral decision by Customer or Guest shall require prior written consent from the Hotel at all times.

In such cases the Hotel shall have the right to demand that the Customer is paying the value of the services related to the term originally contracted before Hotel gives consent to the extension of the services.

5.3. Customer's right for rescission and for termination without cause is excluded. If Customer rescinds from the services or parts of the services before beginning of the fulfilment of the services by Hotel, i.e. before guest is checking in to the hotel room or before

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the start of the event; or if Customer is terminating the services or parts of the services after Hotel has started the fulfilment of the services for a specified date as stipulated in the contract by a written notice, Customer commits breach of contract and in all events - except the events defined in 5.6. - it shall pay damages caused to Hotel. The Customer shall pay a cancellation fee as determined in the specific contract, related to the date and the extent of cancellation (as frustration penalty). In addition Hotel may request damages which exceed the frustration penalty amount. Changing the contracted date also constitutes breach of contract and results in penalty payment.

5.4. Unless otherwise provided in writing, in the event of ordering individual hotel accommodation services, i.e. reserving no more than nine rooms for the same date, the cancellation deadline up to which no penalty is due is:

- a.) for travel agency and wholesaler Customers: 24<sup>th</sup> hour prior to arrival,
- b.) for other corporate and natural person Customers 6 PM local time (CET) one day before the day of arrival.

In case the individual hotel accommodation services were not cancelled by the Customer until the deadline without penalty and does not arrive either (no show) or were cancelled after the cancellation deadline without penalty, i.e. late, Hotel shall charge penalty equal to the gross price of all services ordered (for all nights) unless otherwise provided in the specific service contract.

In case the price includes the breakfast, the costs of the breakfast shall not be deducted.

5.5. In case Customer or Guest decides unilaterally to leave the room or the event room prior to the end of the term agreed upon, Hotel shall have the right to claim the total value of the services stipulated in the contract. Hotel's right to resell the room/event room emptied before the end of term shall not be excluded.

5.6. In the event that *force majeure* or any other reason beyond Customer's reasonable scope of control for which Customer is not liable and which was unforeseen at the time of contracting the performance of the contract becomes impossible and there had been no reasonable cause to take action for preventing or mitigating the damage (Hungarian Civil Code Article 6:142.§), Customer may rescind the contract, however is obliged to pay the Hotel's certified work fee and expenses incurred so far, primarily by deducting it from the amount of the advance payment (Article 6: 248 (1) c.). Customer shall prove *force majeure* or the other reason together with the cancellation notice. Hotel shall only accept proof from public and/or official sources (e.g. official travel restrictions issued by the Ministry of Foreign Affairs of the country concerned or WHO, Airline Company's notification of cancelling a flight, medical certificate etc.) as authentic. The force majeure must exist at the time of



notification of the waiver to the Hotel in order for the Customer to be able to successfully invoke the force majeure.

## **6. Technical Equipment / Plug-in**

6.1. To plug in on the electricity power supply of Hotel, Customer shall obtain a prior written permission from Hotel. Customer is liable for repair of any breakdown or damage to the technical equipment of Hotel caused by the use of Customer's equipment.

6.2. With the permission of Hotel, Customer can use his own telephone or telefax appliances and his own equipment for processing and transmitting data as well. For that, a plug-in fee may be charged by Hotel.

6.3. Hotel has exclusive right to rent Audio-Visual Equipment and provide complex AV services in its conference area through its contracted partner Special Effects Zrt. Customer may use external Audio-Visual Equipment and Services only:

- if they are own equipment and own services (not rented or ordered through another Hungarian Service Provider)
- or
- if Hotel (Special Effects Zrt.) is not able to provide the quality or quantity of equipment or services required by the Customer
- or
- with Hotel's prior written agreement.

In case of simple provision of technical equipments without any complex service these services are considered and invoiced as subcontracted services. In case of a complex contractor's work provided by Special Effects Zrt. i.e. planning and organization of the event's AV the works are invoiced as audiovisual services.

## **7. Terms and Conditions Concerning Organised Events and Programs**

No food or beverage can be brought in without Hotel's expressly granted prior written permission. Any customer having a written permission issued by Hotel's Banquet Department may be charged a sum to cover additional expenses of Hotel.

7.2. No decoration material or other object can be brought in or put up without permission expressly granted by Hotel. All decoration shall conform to the currently valid fire-protection regulations.



7.3. It is not allowed to use either glue, scotch-tape, stickers, nails, screws, clasps or any similar instruments to fix any material or objects on walls, floors or ceilings.

7.4. Unless otherwise agreed in a written form, all objects brought in Hotel's premises shall be removed immediately after the end of the organised events or programs. Otherwise Hotel reserves the right to have them removed and stored for account and risk of Customer.

7.5. Customer shall be liable for safekeeping exhibits or other personal objects brought in all event rooms of Hotel and in other event venues. . Hotel is not liable for any loss, damage or destruction except for Hotel's acting itself maliciously or with gross negligence.

7.6. No advertisement about or invitation to interviews or sales promotions or similar material shall appear in any paper without Hotel's prior written permission. Should such an advertisement appear without such permission and Hotel's material interests are harmed hereby, Hotel has the right to cancel the event. All definitive costs and possible damages are to be borne by Customer.

7.7. All customers inviting photographers and/or camera-teams to shoot pictures or films about the event shall give a 5-day prior written notice to the Public Relation Department of Hotel and comply with the related special conditions of Hotel.

#### **7.8. Groups & Events COVID-19 CLAUSE:**

This clause will be applicable in addition to the force majeure clause in the specific contract and in present GTC, if necessary, due to the very specific situations related to any pandemic crisis, like the COVID-19 in 2020 and being eventually not covered by the force majeure clause. The (Covid-19reason) has to hinder at least 40% of the whole group to attend the event in order for The Client to be able to refer to and initiate the (Covid-19reason) clause.

Neither Party will be deemed in default of this Contracted Agreement to the extent that performance of its obligations are delayed, reduced or prevented by the "Reason" of communicable disease (Covid-19), due to specific instructions from a related government or internationally approved organization, of which the (Covid-19reason) could not be foreseen at the time of contracting and there had been no reasonable cause to take action for preventing or mitigating for the (Covid-19reason). Provided that either Party gives the other Party agreed written notice period and thereof with proof that (Covid-19reason) is directly affecting the event and or attendees, the following options can be mutually agreed.

(1)The Client uses their good faith and all efforts to continue as a smaller event without attrition damages.

(2)The Client rebooks the event (with the same or greater value) to a future date within 12 months from the cancellation date subject to mutual approval and without liability, with all

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group/event costs and paid deposits transferred to the rescheduled date. Point (2) can only be applied on one single occasion, requests for future postponements must be approved by the Hotel, and if no such approval is granted then the existing contracted cancellation terms will be honoured by the Client.

(3) The event is cancelled by mutual agreement and as direct only result of (Covid-19reason). If Point 3 is applied, then the original signed contract cancellation conditions will be eligible at the discretion of the Hotel.

## **8. Concluding clauses**

### 8.1. Data protection

Hotel shall comply with Act CXII of 2011 Act CXII of 2011 on Informational Self-determination and Freedom of Information and other Hungarian legislation on data protection, the Regulation (eu) 2016/679 of the european parliament and of the council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation) as well as Kempinski Hotels S.A.'s data protection regulations while performing services. Detailed data protection policy is available on Hotel's website. By duly signing the specific service contract, Customer shall give explicit consent that Hotel may forward the Customer's personal data to external debt-collector company in order to collect debt in case Customer did not pay the Hotel the value in the specific service contract despite a prior written notice from Hotel. In case Customer comments or sends a "Like" on Hotel's Facebook or other social media site, personal data of Customer is being automatically processed to Facebook and other sites. By using the links on Hotel's website Customer gives its consent to this data transfer. In case of group bookings Hotel's partners forward the following data to Hotel prior to Guests' arrival: name, place and date of birth, date of arrival/departure, flight details, eventually passport data for Visa application. With sending these data the partners transfer the data. After receipt of the data the Hotel is beginning its independent data handling according to its Privacy and Data Security Policy effective at all times. Hotel does not wish to conclude a separate contract regarding the data transfer.

8.2. Kempinski is the registered trademark of Kempinski AG; Corvinus is a registered trademark of Kempinski Hotel Budapest Zrt. Customer and Guest may only use these trademarks for a limited time, in relation to the ordered services with Hotel's explicit, prior, written consent. Upon unauthorised use of trademarks the trademark holders may start legal action individually or jointly against the unauthorised user for the infringement of trademark.



8.3. In case the Guest falls ill during its stay in the Hotel, and has no access to proper medical care, Hotel shall offer to provide medical care. In the event the Guest falls ill or passes away during its stay in the Hotel, Hotel may claim appropriate compensation of the costs from the Guest's relative, heir or the person paying its invoice.

8.4. Issues not or not properly regulated by these General Terms and Conditions of Business shall be governed by the Hungarian Civil Code (Act No. 5 of year 2013) and the Hungarian legislation in force.

8.5. Handling complaints:

Guest has the right to complain against the services provided during its stay in the Hotel, which shall be made in writing or by drawing up minutes of the oral complaint. After check-out from the Hotel, the Guest's right to complain shall cease. Hotel is obliged to investigate the complaint of the Guest according to the effective consumer protection rules, but at least within 5 (five) days, shall give written answer and shall make the necessary steps to complaint handling.

8.6. Place of performance is - unless otherwise agreed by the Parties - the seat of the Kempinski Hotel Budapest Zrt. (Budapest).

Dispute resolution: The Kempinski Hotel Budapest Zrt. attempt to settle any legal disputes arising primary out of court and only in case this would fail can Hotel turn to court. In the latter case Kempinski Hotel Budapest Zrt. has the sole right to decide whether the venue his own seat or the seat of the defendant should be.

8.7. If any clause in these General Terms and Conditions of Business is found to be invalid, that clause shall be separable and shall not affect the validity of the remaining provisions.

8.8. Hotel's liability:

- a) Hotel shall be liable for any damage suffered by Guest that has been caused in the Hotel due to fault of Hotel or Hotel employees, agents.
- b) Hotel shall not be liable for damages due to unavoidable events beyond the control of Hotel or Hotel's employeesagents or if they were caused by the Guest itself.
- c) Service provider may appoint places in the Hotel, which Guest cannot have access to. Hotel shall not be liable for any damage or injuries that occur in such places.
- d) Guest shall immediately report any damage it suffers.
- e) Hotel shall only be liable for the loss of, destruction of or any damage to the Guest's items in case the items have been deposited in a place assigned by Hotel or in a place intended for such purpose, in the Guest's room or the items have been handed over to an employee of Hotel whom the Guest might consider authorized for such handover. (Section 6:369 of the Hungarian Civil Code)

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f) Hotel shall only be liable for valuables, securities and cash if the items have been handed over for deposit to Hotel. In the latter case evidence encumbers the Guest. (Section 6:369 of the Hungarian Civil Code)

g) Hotel's liability for Hotel Deposit Contract (as per Section 6:369 of the Hungarian Civil Code): The rate of damages shall be limited to an amount equal to fifty times as much as the daily room rate paid pursuant to the Contract except the damage is less than an amount equal to fifty times as much as the daily room rate paid.

8.9. Hotel excludes application of section 6:63.§ (5) of the Hungarian Civil Code, therefore neither any usage or practice of their prior business dealings, nor any usage in the given business sector shall become part of the specific service contract.

8.10. By concluding the specific service contract Parties state that during consideration of the offer they have read and interpreted present General Terms and Conditions of Business and have individually negotiated all data and term considered necessary.

8.11. By signing the specific service contract Parties declare, that according to section 6:78.§ (2) of the Hungarian Civil Code present General Terms and Conditions of Business does not contain any standard contract terms that differ substantially from the relevant legislation, from usual contractual practice and from any stipulations previously applied by the Parties. Any different terms have been recorded and explicitly accepted by the Parties in the specific service contract.

#### 8.12. Hotel data

Kempinski Hotel Corvinus Budapest

Name of company: Kempinski Hotel Budapest Zrt.

Seat of company: Budapest

Registration Court: Register Court of the Municipal Court of Budapest

Company registration number: 01-10-041234

Tax number: 10250378-2-41

EU VAT ID: HU10250378

NTAK registration No.: SZ19000111

Type of accommodation: Hotel