

General Conditions of Business / General Conditions of Contract

Whereby "**ORCHIDEA HOTEL**** LIPÓT**" / **PRO-OPPIDO Investment and Real Estate Limited Company** (Seat: 9233 Lipót, Rákóczi út 42-44., Company Register No.: 08 09 008996, Represented by Managing Director Mrs. Teodóra Tóth-Farkas) stipulates the following terms and conditions for the legal relations titled "Service Contract" specifying the relevant legal matters including provision of commercial accommodation, provision of food and beverage services, provision of other services of physical culture and health protection nature as well as the use of such services, etc., as follows:

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1 Name and other details of Service Provider:

Company Name:	Orchidea Hotel****Lipót / PRO-OPPIDO Investment and Real Estate Limited Company
Address / Seat:	9233 Lipót, Rákóczi út 42-44.
Tax No.:	12506345-2-08
Contact Person:	Hotel Reception
Email:	info@orchideahotel.hu
Phone:	0036 96 674 042
Invoice name and address:	Pro Oppido Kft. 9233 Lipót, Rákóczi út 42-44.
Bank Account No:	Duna Takarékszövetkezet: 58600348-11199355-00000000

2 General Rules:

- 2.1. These "General Conditions of Business / General Conditions of Contract" shall regulate the use of Service Provider's accommodations and any related services.
- 2.2. Special, individual conditions, offers, and discounts do not form part of these General Conditions of Business, yet any exclusive agreements and contracts to that end to be primarily concluded with travel agents, organizers and other third parties, subject to individual conditions other than these general ones shall not be precluded.

3 Contracting Party:

- 3.1. The services provided by the Service Provider shall be used by the Guest.
- 3.2. If an order for services is directly placed by the Guest with the Service Provider, then the Guest shall be considered the Contracting Party. Subject to meeting the relevant conditions, the Service Provider and the Guest shall collectively become the Contracting Parties (hereinafter referred to as the Parties).
- 3.3. If, on behalf of the Guest, an order for services is placed by a third party (hereinafter referred to as the Agent) with the Service Provider, then the conditions of cooperation shall be governed by the contract to be concluded by the Service Provider and the Agent. In this case the Service Provider shall not investigate whether or not the Guest is lawfully represented by the Agent as a third party.

4 Conclusion of the contract, method of reservation, modification, notification obligation:

1. The Service Provider shall send an offer to the request submitted, whether orally or in writing, by the Guest. If no specific order or reservation arrives within 24 hours from sending the offer, it shall no longer be binding on the Service Provider.
- 4.2. The contract is concluded upon the written confirmation by the Service Provider of the reservation made, whether orally or in writing, by the Guest, thus being considered as a written contract. Any reservation, agreement or modification made orally, or the oral confirmation thereof by Service Provider shall not be considered as a contract.

As regards communication between the Parties, the term "in writing" equivalently includes any communication by postal mail, fax and electronic mail, provided that the fact of sending the message and the correctness of the addressee's details (address) can be appropriately reproduced and verified in a credible manner at any time in the future. Such verification shall be the responsibility of the Party sending the communication.

- 4.3. The contract on the use of accommodation services shall be concluded for a definite term.

1. If the Guest leaves the room for good prior to the expiry of the term specified, the Service Provider shall be entitled to receive the following percentage of the value of service: 100% (one-hundred percent). Moreover, the Service Provider shall then be entitled to re-sell the room that has thus become vacant.
- 4.3.2. Any extension of the use of the accommodation services as initiated by the Guest shall be subject to Service Provider's prior consent. In this case, Service Provider may require the payment of any services already rendered.
- 4.4. Any amendment and/or supplement to the Contract shall only be effective if in writing and signed by both Parties.

5 Cancellation policy:

1. Unless otherwise specified in the hotel's offer, accommodation services may be cancelled without penalty as follows: up to 48 hours prior to 2 p.m. (local time) on the day of arrival.
 - 5.1.1. If the Contracting Party did not secure the use of accommodation services by advance payment, credit card guarantee or any other means set forth in the Contract, Service Provider's obligation to provide services shall persist as follows: until 4 p.m. (local time) on the day of arrival.
2. If the Contracting Party secured the use of accommodation services by advance payment, credit card guarantee or any other means set forth in the Contract, yet fails to show up on the day of arrival as follows: until 4 p.m. (local time) on the day of arrival without notifying the hotel in advance on arriving at a later time, then the Service Provider may charge a penalty in an amount set forth in the Contract, but at least at the rate of one night's accommodation. In that case, Service Provider shall reserve the room for the Contracting Party until 10 a.m. on the day following the day of arrival, with the Service Provider's obligation to provide service being ceased thereafter.
- 5.2. In the case of reservation of Service Provider's products subject to special conditions, such as in the case of group travel or events, Service Provider may apply different conditions to be specified in individual Contracts.
2. The Service Provider shall only accept cancellation of the use of services if given in writing 16 (sixteen) days prior to the expected day of arrival at the latest. Upon late cancellation the Service Provider shall reserve the right to charge a percentage of the value of services booked as follows:

Number of days before arrival	Services
16-14 days before arrival	40% of services booked
13-8 days before arrival	50% of services booked
7-3 days before arrival	70% of services booked
3-2 days before arrival	90% of services booked

The cancellation policy as regards room categories providing other than basic services, i.e. modified or increased level of services (the so-called service packages) may be subject to individual agreements, if specifically requested.

Any services booked, but not used or modified during the Guest's stay at the hotel (accommodation, meals, treatments, etc.) shall not be refunded.

Upon early check-out, the Service Provider shall charge 100% of the value of any unused services.

Upon early check-out, 100% of the remaining costs shall be charged.

6 Prices:

- 6.1. Current room prices are displayed in the hotel rooms or at the reception desk. The price lists of other services are available in the relevant areas of the hotel (restaurant, wellness center, etc.). Service Provider is entitled to display its prices at other places as well, with only the price boards displayed within the area of the hotel constituting a so-called binding offer or notice.
- 6.2. The prices published by Service Provider are subject to change without prior notice.
- 6.3. Upon publishing the prices Service Provider shall specify the statutory tax content (VAT, tourism tax) of the prices effective at the time of making the offer. Service Provider may, upon prior notice, pass on the extra burdens due to amendment of the tax laws in effect (VAT, tourism tax) to the Contracting Party.
- 6.4. Current discounts, packages, and other offers are primarily announced on the official website of the hotel, with further publications on permanent or temporary promotional pages, websites, etc. used by the hotel.

7 Method of Payment and Guarantee:

- 7.1. Service Provider requires payment of the value of the services provided to Contracting Party after the use thereof, but prior to leaving the hotel at the latest. Subsequent payment may also be possible, subject to individual agreement.
2. Service Provider may, as a guarantee for using the services in accordance with the contract and paying their value, require (a) credit card guarantee, whereby the price of the ordered and confirmed services is blocked on the credit card, (b) advance payment as regards part or full amount of the participation fee.
- 7.3. The Contracting Party may pay its invoice in the currencies as follows: In accordance with the Hungarian tax laws invoices are made out in Forints, with the prices of services being converted to Euros at the daily exchange rate as defined and published by the Service Provider on the day of the Guest's arrival.

Cash payment is possible in the following currencies: HUF, EUR. In addition, the Service Provider accepts advance payment via bank transfer as well as the following credit cards: Visa, EC/MC, JCB, Diners Club, American Express.

In compliance with the provisions of the relevant Government Decree in effect, the hotel shall also accept so-called "Széchenyi Recreation Cards" issued by OTP Bank, MKB Bank, and K&H Bank as a valid means of payment.

- 7.4. The costs associated with any method of payment applied shall be borne by the Contracting Party.
- 7.5. The Service Provider is entitled to specify other non-cash payment instruments and facilitate payment using those instruments. As regards the current list of such non-cash payment instruments, the Contracting Party shall obtain information in advance, and the Service Provider may, without cause, deny acceptance of payment instruments and non-cash payment instruments other than those specified at the time of finalization and confirmation of the booking at the latest.

8 Method and conditions of using the services:

- 8.1. The Guest may occupy the hotel room from 2 p.m. on the day of arrival (Check-in) and must vacate it by 10 a.m. on the last day of his or her stay (Check-out).
- 8.2. If the Guest wishes to occupy the room before 2 p.m. on the day of arrival, the full price of an additional night (i.e. the previous night) shall be charged.

9 Pets:

- 9.1. Pets – only dogs and cats up to 5 kg, with a daily fee of HUF 2,000 per pet, provided that their behavior (barking, etc.) does not disturb other hotel guests – are normally allowed in the accommodation of Service Provider, but shall not be left unattended in the guest rooms. While public areas may only be used to access guest rooms, pets are not allowed to enter the remaining areas (restaurant, pool, etc.) at all.
- 9.2. The Guests shall take full responsibility for the damages caused by their pets.
- 9.3. Of course, the above provisions shall not apply to any service dogs (i.e. guide dogs) travelling together with visually impaired guests.

10 Refusal to fulfill the contract and end of the obligation to provide services:

- 10.1. The Service Provider is entitled to terminate the Contract on accommodation services with immediate effect, and thus refuse to provide such services, if (a) the Guest fails to use his or her room or the facility for the designated purpose thereof, (b) fails to comply with the safety regulations and order of the accommodation, demonstrates objectionable and rude behavior towards the hotel staff, is under the influence of alcohol or drugs, demonstrates threatening, insulting or other unacceptable behavior, (c) suffers from an infectious disease, (d) the Contracting Party fails to meet his or her contractual obligation to make an advance payment by the set deadline, (e) the Contracting Party or any other Guest travelling with him or her, yet entering in an individual Contract, has for any reasons whatsoever in the past failed to meet his or her payment obligation towards the hotel, or f) for any other reasons not specified herein that may result in harming the hotel's reputation,

spoil the relaxation of other guests, cause damage to them, etc., or facilitate the occurrence thereof.

- 10.2. If the Contract between the Parties is not fulfilled on account of reasons of so-called Force Majeure, the Contract shall terminate.

11 Accommodation guarantee:

- 11.1. If the Service Provider fails to provide the services under the Contract through its own fault (e.g. overbooking, temporary operating problems, etc.), it shall provide Guest with a – one comfort level lower – accommodation without delay.
- 11.2. The Service Provider shall (a) provide or offer the services under the Contract at the price confirmed and for the period specified therein – or until the end of the difficulties – at an alternative place of accommodation of the same comfort level or one comfort level or category lower, provided that all extra costs associated with the provision of such alternative accommodation shall be borne by the Service Provider, (b) provide opportunity for the Guest to make free telephone calls to give notice of such changes in the accommodation, (c) provide free transport for the Guest to move to the alternative accommodation offered and back later, if required.
- 11.3. If the Service Provider fully meets these obligations, and the Guest accepts the alternative accommodation offered, the Contracting Party is not entitled to lodge claims for damages subsequently.

12 The Guest's illness or death:

- 12.1. If during the time period of using the accommodation services the Guest falls ill so that he or she is not able to act in his or her own interest, the Service Provider may offer medical assistance.
- 12.2. In the event of the Guest's illness / death the Service Provider may claim compensation from the ill/diseased person's next of kin, heir or invoice payer for any medical or procedural costs, for the services used by the Guest before his/her death, or for any damage caused to the equipment and furniture in connection with the illness/death.

13./ The Contracting Party's rights:

- 13.1. Pursuant to the Contract, the Guest is entitled to use – for the designated purpose – the booked room as well as those facilities of the Hotel that are included in the usual services and are not subject to special terms and conditions.
- 13.2. During his or her entire stay at the Hotel, the Guest may file a complaint against the fulfillment of the services provided by the Service Provider. The Service Provider agrees to manage those complaints provably submitted to it in writing (or included in a report) during this period.
- 13.3. The Guest's right to file a complaint shall cease after he or she checks out from the hotel.

14./ The Contracting Party's obligations:

- 14.1. The Contracting Party shall pay for the services ordered in the Contract by the date and method specified in the Contract.
- 14.2. The Guest shall make sure that any child in his or her care who is under the age of 14 be accompanied by an adult in the Service Provider's hotel.
- 14.3. The Guest shall not bring his or her own food onto the premises of the Hotel, particularly into the catering units thereof.

15./ The Contracting Party's liability for damages:

The Guest shall be liable for all damage and injuries that the Service Provider or a third party suffers through the fault of the Guest, the person accompanying the Guest, or other persons that the Guest is responsible for. This liability is applicable even when the aggrieved party is entitled to claim damages directly from the Service Provider.

16./ The Service Provider's rights:

Should the Guest fail to comply with his or her obligation to pay for the services subject to penalty payment / lump-sum damages / damages that he or she used, or ordered in the Contract but did not use, the Service Provider is entitled to a lien upon the personal property that the Guest has brought onto the premises of the Hotel to secure its claim.

Should the Guest fail to comply with his or her obligation to pay for the services subject to penalty payment / lump-sum damages / damages that he or she used, or ordered in the Contract but did not use, the Service Provider is entitled to have the Guest sign a so-called acknowledgement of debt or another document with different title but with the same content or legal effect, to secure its claim.

Upon ordering the services the Guest shall acknowledge to have full and unrestricted personal liability for any unpaid or partially paid invoices and any other claims for damages and costs.

17./ The Service Provider's obligations:

The Service Provider shall (a) provide accommodation and other services ordered in the Contract in accordance with the requirements and service standards in force, and (b) investigate the Guest's written complaint, take actions for the management of the problem, and record such actions in writing.

18./ The Service Provider's liability for damages:

- 18.1. The Service Provider shall assume liability for all damage that the Guest suffers within the Service Provider's facilities through the direct and proven fault of the Service Provider or its employees.

The Service Provider's liability shall not extend to incidents that occur due to unpreventable causes beyond the control of the Service Provider's employees or guests, or that are caused by the Guest himself or herself, or the occurrence thereof is at least partially attributable to the Guest, or those that are in causal relationship, whether direct or indirect, with any behavior of the Guest that violates the generally accepted norms or the Hotel's policy

The Service Provider may designate (a) areas within the Hotel that the Guest may not enter or (b) time periods when certain facilities or rooms of the Hotel may not be used, i.e. areas that the Guest or certain Guests (e.g. children, people suffering from chronic diseases, such as heart problems, etc.) may not enter. The Service Provider will not assume liability for damage or injury suffered by the Guest in such areas.

The Guest shall immediately report any damage he or she suffers at the Hotel, providing the Hotel with all the information required for the clarification of the circumstances of the incident, or possibly for a police report/police investigation.

- 18.2. The Service Provider shall also assume liability for the damage that the Guest suffers due to the disappearance or loss of, and injury to his or her belongings if the Guest has left such belongings in an area designated by the Service Provider, or designated in general for such purposes, or if the Guest has handed over his or her belongings to an employee of the Service Provider that he or she may have considered to have authority to handle his or her belongings.

The Service Provider shall assume liability for valuables, securities and cash only if it expressly takes over such items for safekeeping, or if the damage occurs due to a cause for which the Service Provider is responsible according to the general rules. In this case the burden of proof lies with the Guest.

3. The amount of damages shall be 10 times the net room rate as specified in the Contract, unless the actual value of the damage sustained is smaller.

The Service Provider shall not assume liability for vehicles, including other means of transportation, and for any valuables or live animals left therein.

19 Confidentiality:

Service Provider shall act in accordance with the provisions of its Data Management Policy.

20 Force Majeure:

Any cause or circumstance (e.g. war, fire, flood, extreme weather conditions, power outage, strike) beyond the control of either party (Force Majeure) shall exempt either Party from the fulfillment of their contractual obligations as long as this cause or circumstance persists. The Parties agree to do their best to reduce the

probability of such a cause or circumstance to the minimum, and to rectify the resulting damage or delay within the shortest possible time.

21 Applicable Law and Jurisdiction:

The legal relationship between the Service Provider and the Contracting Party shall be governed by law of the Republic of Hungary.

All legal disputes arising from the Service Contract shall be submitted to the court with jurisdiction over the place of service (exclusive jurisdiction).

Lipót, 1 January 2013

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"ORCHIDEA HOTEL** LIPÓT"**
PRO-OPPIDO Investment and Real Estate Limited Company