



Kempinski Hotel  
Corvinus

BUDAPEST

## **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 (hereinafter: GTC) shall apply to services generally related to hotel accommodation services, restaurant services and other services provided to all natural and legal persons and organizations without legal personality (hereinafter: Guest) of Kempinski Hotel Corvinus Budapest (hereinafter: Hotel), with special regard to the service contracts whereby Hotel leases conference, banquet and function rooms for all sorts of events such as conferences, banquets and seminars etc.. 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 GTC 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 online after signing a separate agreement to that effect.

These GTC shall be acknowledged by hotel Guests upon signing the registration card filled-in upon 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 scanned version of the signed contracts or electronically signed contracts as a document with the same probative force as the original copy.

#### 1.2. Term of these GTC

Text effective as of 01 March 2025 until revoked.

Hotel may modify these GTC unilaterally at any time, but at the same time it shall notify the Customers with signed service contracts in writing at least 15 (fifteen) calendar days prior to the day the modifications take effect either by sending the modified general terms and conditions of business or – at Hotel’s discretion – by inviting Customers to read the modified general terms and conditions of business available on Hotel’s website. In case the Customer

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Text effective as of 01 March 2025 until revoked.



does not oppose or object to the new GTC within 15 (fifteen) calendar days of the notification, the GTC shall be deemed accepted by Customer. In case the Customer opposes or objects to the modifications, Hotel may terminate the relevant service contract with immediate effect within 5 (five) business days of receiving the opposition 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 agreed otherwise by the Customer and Hotel in the specific service contract in writing, the Parties shall apply these GTC.

## **2. Contracting, contracting parties and liability**

2.1. If the hotel services are ordered directly by the Guest or its representative, the Guest shall be the party to the contract (and the payment obligor) (hereinafter: Customer or Guest).

2.2. If the hotel services are ordered by a third party commissioned by the Guest (hereinafter: Intermediary), the Intermediary shall be the party to the contract - i.e. the Customer – and obliged to pay. Hotel is not obliged to verify 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, such third party (hereinafter: 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 pay.

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 used by the participants of the events; furthermore, the Customer shall be liable for all damages caused to the building hosting the event (Kempinski Hotel Corvinus Budapest or any external event venues) or to the furniture and the equipment thereof by its employees, assistants, participants of the events or the Customer itself.



## 2.6. Binding period of offers

2.6.1. Unless otherwise agreed in writing, when ordering individual hotel accommodation services, i.e. reserving no more than 9 (nine) rooms for the same date, Hotel will send a written offer on business days within 24 (twenty-four) hours of receiving the inquiry made by the Customer orally or in writing. If no specific written order is 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, modifications or oral confirmation shall not constitute a contract.

2.7. 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 written inquiry submitted by the Customer. 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 fails to reach Hotel until 24:00 on the last day of this term. The contract shall take effect upon signature of the Customer and Hotel i.e. both contracting parties.

2.7.1. Hotel excludes the acceptance of its offer by the Customer with content other than issued by Hotel. Should the Customer send an order to the Hotel with a different content than specified in the Hotel's offer, Parties deem this as a new inquiry by Customer, and Hotel can unilaterally decide on the terms and conditions of the new offer, based on which the Customer may send an order to the Hotel as before.

2.8. Hotel excludes the application of the Customer's general terms of contract against Hotel. The Customer's general terms of contract shall not oblige Hotel even if Customer's general terms of contract is expressly contrary to these GTC or if it provides otherwise in ancillary or non-essential matters.



### 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 acknowledges by signing the registration card filled-in when checking-in to Hotel or signing the specific service contracts that these services are ordered by implied action.
- 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 operational 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 will 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 substitute accommodation, it may not claim any damages from Hotel later on.
- 3.3. Customer shall, before leaving Hotel, pay the price of services provided as agreed on previously with Hotel. Hotel is entitled to grant subsequent payment option after departure to the Customer after previously checking its creditworthiness.
- 3.4. If the Customer intends to pay in advance using a debit or credit card accepted by Hotel (Mastercard, Visa, American Express) via a secure online payment link, Hotel may charge a handling fee on amounts over 5,000 euros (hereinafter: EUR) or the equivalent thereof in Hungarian forints (hereinafter: HUF) based on the official EUR/HUF exchange rate of the Hungarian National Bank (hereinafter: MNB) on the date of payment or in USD based on the official EUR/USD exchange rate prevailing on the date of payment. Such handling fee may be between 2-4% subject to the type of the debit or credit card used. The Customer shall specify the method of payment to the Hotel prior to contracting.



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- 3.5. There shall be no price changes within 12 (twelve) months after the conclusion of the contract, except upon the change of taxes (e.g.: value added tax; tourist tax). Hotel may forward extra costs incurred due to changes in the effective tax legislation to the Customer upon the concurrent notification of the Customer thereof. Hotel reserves the right to increase its prices after the 12-month period above expires. Hotel may change its published (not contracted) prices freely without any prior notification.
- 3.6. If Hotel orders or arranges to order any technical or other services for Customer to be rendered by third persons, Hotel acts for the benefit of Customer (subcontracted services). Customer shall be liable for the proper use and return such equipment; also, Customer shall exempt Hotel from any and all claims put forward by third parties in connection with the use of such equipment.
- 3.7. Unless otherwise agreed in writing in a specific service contract, the invoices issued by the Hotel in HUF shall be payable in cash or by debit or credit card on the date of issue, or if subsequent bank transfer is allowed, within 10 (ten) calendar days of the invoice date with no deduction in HUF or the currency specified in the contract (EUR or USD). The exchange rate of the room rate and other services (i.e. food & beverage, meeting room rental etc.) is based on the HUF/EUR rate of MNB applicable one business day before the arrival day. If the advance is not paid in HUF, the MNB foreign exchange rate prevailing on the day the advance is received shall apply up to the advance amount for invoicing the services in HUF. The Hotel shall have the right to charge default interest according to Act V of 2013 on the Civil Code (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 invoice must be the same (e.g. both payments in HUF, or both in EUR, or both in USD).
- 3.8. 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).



3.9. 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 thereof 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 relevant 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.

Advance is invoiced in compliance with Hungarian law as follows: the Hotel sends a request for advance payment specifying the amount and due date agree in the specific service contract. The request for advance payment is not an invoice and cannot be used to reclaim VAT. The Hotel shall issue an advance payment invoice immediately after the advance amount is paid in the Hotel's cash register or credited to the Hotel's bank account. Hotel shall issue a final invoice less the advance within 8 (eight) calendar days of performance.

If the advance amount is paid to the Hotel's cash register or credited to the Hotel's bank account after the beginning of performance (e.g. after a guest checks in, an event begins etc.), the Hotel will consider it as payment instead of advance and no advance invoice is made.

3.10. 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 (payment obligor) has fulfilled all its contractual (especially payment) obligations. The Hotel will pay the agent's fee/commission solely against 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 basis for the agent's fee/commission calculation shall be the net room rate (without VAT, tourist tax) and without breakfast. Payment method shall be primarily be set off against any debt the Third Party may have to the Hotel on any legal ground. Should the Third Party have no debt to the Hotel, then Hotel will pay 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).



- 3.11. Unless agreed otherwise (e.g. contract amendment prior to the performance by Hotel), the amount payable shall be invoiced to the Customer who signed the contract. After performance and issuing the final invoice, Hotel is not obliged to change the payer party and to issue a new invoice.
- 3.12. Hotel charges 15% (fifteen 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 % (ten percent) service fee on the gross price of all food and beverage and conference package at its banquet and external location catering services.
- 3.13. Regardless of the form of payment, all costs related to payment shall be borne by the Customer.
- 3.14. Pets

Only dogs and cats (hereinafter collectively: Pets) may be brought to the Hotel premises. Pets may be kept in Hotel rooms for the prevailing surcharge under the supervision of the Guest. Only one Pet of no more than 25 kilograms in weight may be kept in a room. Guests shall inform the Hotel upon making a reservation about their intention to bring a Pet, and keep the Pet on a leash or in an appropriate carrier in the public areas of the Hotel during their stay at the Hotel.

Pets outside their owner's room may be brought to *ÉS Deli* and *ÉS Terasz*, however, no Pets are allowed in the *SPA*, *ÉS Bisztró*, *Living Room*, *Blue Fox The Bar* or the meeting rooms. If Guests indicate this intention to the Hotel at least 12 (twelve) hours before arrival, the reception service arranges a "dog sitter" service to Guests for a fee. Guests shall have full liability for any and all damage and personal injuries caused by their Pet. The Hotel is entitled to apply a cleaning fee for Pets and charge such fee to the Guest.

The Hotel is entitled to refuse to receive a Pet if the size, breed or weight of the Pet upon arrival proves to be different from what was communicated during reservation, and to demand the Guest to leave the Hotel without any negative legal consequences to or damage liability of the Hotel if the Pet's behaviour disturbs the operation and the other guests of the Hotel, and causes fear and alarm in the other Hotel guests.

Since the Hotel is pet friendly, and dogs and cats are allowed to stay in their owner Guest rooms and certain areas of the Hotel, the Hotel shall be not liable for any health





complaints arising from allergic reactions to Pets, therefore particularly, but not limited to consequences of allergic reactions to animal hair. By using the services offered by the Hotel, the Guest acknowledges that allergic reactions may occur due to the presence of Pets, and the Hotel services may be used in view of the risk of potential allergic reactions caused by Pets.

### 3.15. Children:(minors under the age of 12 (twelve))

Unless otherwise agreed by the Parties in the specific service contract

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

A Minor who has reached the age of 14 but has not yet reached the age of 18 may use the services of the Hotel without parental supervision only upon submission of a declaration on the Minor's travel and stay without parental supervision (hereinafter: Parental Declaration of Consent), sent online by the Hotel at the time of confirmation of the reservation, and completed and signed by the Minor's parents or legal representatives.

With the Parental Declaration of Consent, the parents or legal representatives acknowledge and agree to cover the full cost of the Minor's stay at the Hotel and undertake to compensate the Hotel for any damage the Minor causes to the Hotel.

Minors under the age of 14 are not allowed to use the Hotel's services without parental supervision. In the unforeseen event that the Minor attempts to use the Hotel's services without parental consent, the Hotel is entitled and obliged to refuse service to the Minor without any negative legal consequences for the Hotel, at the same time notifying the Minor's parents or legal representatives, and in the case of Minors under the age of 14, the Hungarian authorities having jurisdiction and competence in the matter, both verbally and in writing.





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Minors, who have reached the age of 14 but have not yet reached the age of 18, and minors who have not yet reached the age of 14, regardless of whether they are guests or non-guests of the Hotel, may only stay in the Hotel's catering establishments if accompanied by an adult. Minors are not permitted in Blue Fox The Bar after 10 PM, even if accompanied by an adult.

In compliance with Hungarian law, Hotel staff will only serve alcoholic beverages to adults over 18. In the case of doubt, the Hotel staff in the catering establishments serving alcoholic beverages is entitled to request the people in the establishment to present a photo ID to the staff in proof of their age.

- 3.16. Late charges: Hotel reserves the right to charge the credit card of the payment obligor after check-out with amounts not known at the time of check-out (i.e. damages to the room, minibar consumption, breakfast consumed after check-out etc.)
- 3.17. Smoking is prohibited in the Hotel building, especially in guest rooms and function rooms. If the Guest violates this prohibition, the Hotel staff may ask them to stop smoking or even to leave the Hotel, and in case of smoking in the guest rooms, the Guest is also obliged to pay the prevailing cleaning surcharge upon departure.
- 3.18. Food allergy

The Hotel hereby informs its Guests that some of the food and beverages on offer may contain allergens. The allergenic ingredients of the dishes on the Hotel's menus are indicated next to the dishes and, the Hotel staff will provide further detailed verbal information on allergens at the Guests' request. The following allergens are listed on the Hotel's menus:

1. Cereals containing gluten, 2. Crustaceans and crustacean products, 3. Eggs and egg products, 4. Fish and fish products, 5. Peanuts and peanut products, 6. Soy beans and soy bean products, 7. Milk and milk products, 8. Nuts, namely almonds, hazelnuts/peanuts, walnuts, cashews, pecans, Brazil nuts, pistachios, macadamias or Queensland nuts and their products, 9. Celery and celery products, 10. Mustard and mustard products, 11. Sesame seeds and sesame seed products, 12. Sulphur dioxide and sulphites expressed as SO<sub>2</sub> in excess of a total concentration of 10 mg/kg or 10 mg/litre respectively, 13. Lupin and lupin products 14. Molluscs and mollusc products.



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The Hotel does not guarantee that no cross-contamination of allergenic substances will occur during the preparation and serving of the food offered by the Hotel, and therefore does not ensure that the dishes offered by the Hotel are safe for consumption for people with food allergy to any of the above ingredients.

Guests with food allergy are responsible for obtaining information about the allergen content of the dishes offered by the Hotel from the menu prior to ordering any dishes, or to request additional verbal information from the Hotel staff regarding the food in such detail as the Guest deems appropriate prior to ordering.

Guests order and consume the dishes and beverages offered by the Hotel at their own risk, and by ordering and consuming any dish Guest agree not to claim any compensation from the Hotel for any food allergy or any other health problem arising from the consumption of such dish.

The Hotel shall not be liable for any consequences causing health impairment or fatal injury resulting from the consumption of any food or beverage prepared by a third party outside the Hotel, and brought onto and consumed by the Guest on the Hotel premises.

#### 4. **EarthCheck Policy**

4.1. Hotel considers raising environmental awareness and implementing engagement at an operational level a priority among its initiatives. The hotel is committed to 2.84 kg/room/night and 37,7003 kW/year output and is registered accordingly in the EarthCheck programme.

4.2. To comply with environmentally sound guidelines and practices, we collect our waste separately. Baled paper is collected three times a month by Datashred Ltd., as is plastic, except for plastic bottles with the new sign, which are taken by MOHU MOL Hulladékgazdálkodási Zrt. Communal rubbish is collected by Budapest's FKF daily, while glass waste is collected once a week by Re-glass Kft. Food residuals and the refuse oil are collected once a week by Biofilter. Our dry-cleaning waste material is collected by Trans Global.

The hotel purchases decomposable cutlery from Starfol Plus Ltd.



- 4.3. In addition to adhering to strict environmental standards, we support our staff by providing long-term employment opportunities for trainees and graduates in a programme called 'LobsterInk', specially designed for Kempinski Hotels. To motivate college students to pursue their careers in the hospitality industry, our staff frequently visits universities to give lectures and inspire students in their fields of interest.
- 4.4. The hotel signed a partnership with Clean The World (CTW), a programme that collects bathroom amenity bottles and soap bars, which are then re-used in future products.
- 4.5. We also run a Corporate Social Responsibility (CSR) programme. Kempinski Hotel Corvinus Budapest supports local charities and donations, provides financial aid and runs activities to improve the lives of people in the local community. We support diverse causes and engage with various charity programmes such as Bolyai Children's Home, Bátor Tátor, Hungarian Baptist Aid, Maltese Charity and Wonder Lamp Wish Granting Foundation, among others. We also donate furniture and clothing to a range of charities.
- 4.6. For more detailed information, please visit our website:  
<https://www.kempinski.com/en/hotels/about-us/corporate-social-responsibility/>.

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

- 5.1. Hotel's right for termination without cause is excluded.
- 5.2. Hotel may terminate the contract with immediate effect in writing 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 by the due date set by Hotel. 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;



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- c) if the Guest is under the effect of alcohol or drugs, or infringes Hotel's security, fire protection and other rules intentionally or through gross negligence, or acts in a rude, threatening, disturbing or any other unacceptable manner with Hotel employees or other Guests, or exhibits a behaviour that infringes public morals or suffers from infectious diseases;
  - d) if bankruptcy, liquidation, voluntary dissolution, compulsory strike-off or any other proceedings to dissolve the Customer have been initiated;
  - e) in case of change in the management or in the ownership structure of Customer's company or other organisation;
  - f) if the natural person Guest (adult or minor above 14 years of age) intending to use the accommodation services and having a pre-booked room fails to present a valid ID, driving license or passport at check-in for any reason. In the latter case any compensation claim by the Guest and the Customer is excluded, but he/she shall 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 on the spot, unless otherwise agreed.
- 5.3. Hotel may rescind the contract for well-founded material reasons, in one of the following two cases:
- a) in the event the performance of the contract becomes impossible on account of a force majeure or any other reason beyond Hotel's reasonable control for which Hotel is not liable and which was unforeseen at the time of contracting, and there had been no reasonable cause to take action for preventing or mitigating the damage (Hungarian Civil Code, Section 6:142.), force majeure shall be particularly, but not exclusively e.g. natural disaster, fire, explosion, strike, internet downtime, pandemic etc.;
  - 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 public reputation of the Hotel.
- 5.4. Should Hotel wish to exercise its right to rescission, Hotel shall immediately notify Customer in writing thereof and in the case under Section 5.3.a.) above Hotel shall return advance payment or other guarantees etc. - deducting the proven fees and expenses incurred or – if stipulated – 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, Section 6:248. (1) c.). In the case under Section 5.3. b.) above, as the cause of impossibility occurred within the control of



Customer, the Hotel is entitled to the fee, but the Customer may deduct the amount Hotel saved in expenses due to the impossibility and earned or could have earned elsewhere without great difficulty in the time gained (Hungarian Civil Code, Section 6: 248 (1) b.).

5.5. In relation to Customers which are not consumers (natural persons) Hotel excludes its liability for damages caused by breach of contract due to mild negligence, and limits its liability for damages caused by breach of contract due to gross negligence to the net contract amount payable by the Customer.

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

6.1. Contracts (especially for hotel accommodation and event management services) are concluded for a definite period. Specific service contracts may only be amended in writing by mutual agreement of both parties. Unilateral amendments or additions by the Customer shall be invalid.

Hotel rooms can be occupied from 3:00 (three) PM on the day of arrival and must be vacated until 12 (twelve) noon on the day of departure.

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

In such cases the Hotel shall have the right to demand the Customer to pay in advance the price of the services related to the term originally contracted before agreeing to the extension of the services.

6.3. Customer's right to rescission or termination without cause is excluded. Pursuant to Section 29 (1) 1) of Government Decree 45/2014. (II.26.), the right of termination or rescission within 14 days of concluding the contract does not include the services provided by the Hotel. If Customer cancels the services or parts of the services before beginning of the fulfilment of the services by Hotel, i.e. before Customer checks in to the hotel room or before the start of the event; or if Customer terminates the services or parts thereof after Hotel has started the fulfilment of the services ordered for a specific date in the contract, this shall constitute a breach of contract by Customer and Customer shall in all cases - except for cases defined in Section 6.7. - compensate for the damages sustained by Hotel. The Customer shall pay a cancellation fee as determined in the specific contract, subject to the date and the extent of cancellation (as frustration penalty). In



addition Hotel may claim damages in excess of the frustration penalty amount. Changing the contracted date also constitutes a breach of contract and results in penalty payment obligation.

- 6.4. Unless otherwise agreed in writing, in the event of ordering individual hotel accommodation services, i.e. reserving no more than 9 (nine) rooms for the same date, the cancellation deadline up to which no penalty is due is:
- a.) for travel agency and wholesaler Customers: 24th (twenty-fourth) hour prior to arrival,
  - b.) for other corporate and natural person Customers 6 PM local time (CET) on the day before the day of arrival.

In case the Customer does not cancel the individual hotel accommodation services by the penalty-free deadline and the Customer does not arrive either (no show) or if reservation is cancelled after the penalty-free cancellation deadline, i.e. late, Hotel is entitled to charge a 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 breakfast, the costs of the breakfast shall not be deducted.

- 6.5. In case Customer decides unilaterally to leave the room or the function room prior to the end of the term agreed upon, Hotel shall have the right to claim the total price of the services stipulated in the contract. Hotel's right to resell the room/function room emptied before the end of term shall not be excluded.
- 6.6. In the event that the Customer accepts the Hotel's quotation in writing and requests that the detailed contract wording be sent by the Hotel, but the conclusion of the contract is ultimately prevented for reasons within the Customer's sphere of interest (not force majeure), due to the Customer's intentional conduct, the Hotel reserves the right to claim compensation based on Section 6:587 of the Hungarian Civil Code [Implied conduct], the amount whereof shall be not more than the amount stipulated in the draft contract applicable in the event of the Customer's total withdrawal/cancellation.
- 6.7. 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, Section 6:142), Customer may rescind the contract, however is obliged to pay the Hotel's proven fee and expenses incurred up to that point, primarily by deducting it from the amount of the advance payment (Hungarian Civil Code, Section 6: 248 (1) c.). If Parties does not agree otherwise in the individual contract, the following shall include proven fee and expenses:

- a lump sum corresponding to 10% (ten percent) of the total gross contract fee
- additionally a lump sum corresponding to 60% (sixty percent) of the contacted gross food and beverage revenue shall be payable by Customer as expenses in case cancellation is on the 14th day before or within 14 (fourteen) days before the 1st day of the arrival date.

6.8. Customer shall prove force majeure or the other reason without reasonable doubt at the time of submitting 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 flight cancellation, 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.

6.9. The Force Majeure event has to hinder at least 40% of the group participants to attend the event in order for Customer to be able to invoke and enforce this Force Majeure clause.

6.10. In the event of cancelling a booking in accordance with the Force Majeure Clause the following options can be mutually agreed

(1) The Customer takes all efforts in good faith to hold the event as a smaller event at contracted rates but with additional payment of the proven fee and expenses as indicated above for the cancelled part.

(2) The Customer rebooks the event (at the same or greater value) to a future date within 12 (twelve) months from the cancellation date subject to mutual approval, with all the group/event rates/costs as originally contracted and paid advances less the proven fee and expenses as indicated above shall be transferred to the rescheduled date. This Section (2) may only be applied once, requests for future postponements must be approved by the





Hotel, and if no such approval is granted then the Customer shall honour the existing contractual cancellation terms.

(3) The event is cancelled by mutual agreement and only as the result of the reason of Force Majeure. If this Section 3 is applied, the Hotel shall refund within ten (10) days any amount paid by the Customer in advance (including but not limited to any advances paid), less Hotel's proven fee and expenses as detailed in Section 6.7 above.

## **7. Technical equipment and connections**

7.1. Customer shall obtain a prior written permission from Hotel to connect its electric equipment to the electricity power supply of Hotel. The repair costs of any breakdown or damage caused by the use of Customer's equipment shall be borne by Customer.

7.2. Customer may use its own telephone and telefax devices and his own data transmission equipment with Hotel's approval. In such case a connection fee may be charged by Hotel.

7.3. Hotel has exclusive right to rent audiovisual equipment and provide complex AV services in its conference area through its contracted partner Special Effects Zrt. Customer may use external audiovisual equipment and services only:

- if they are Customer's own equipment and own services (not rented from 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.

The provision of technical equipment without any complex service shall be considered and invoiced as mediated services. Complex contractor's work provided by Special Effects Zrt. i.e. audiovisual planning and implementation of the event shall be invoiced as audiovisual services.



8. **Terms and conditions for events**

- 8.1. No food or beverage may be brought to the event venue without Hotel's express prior written permission. Hotel may charge an additional fee for Customers holding a written approval issued by Hotel's Sales and Banquet Department.
- 8.2. No decoration materials or other objects may be brought in or put up without the prior written permission of Hotel. All decoration shall conform to the effective fire safety regulations.
- 8.3. It is forbidden to use glue, duct tape, staples, nails, screws or similar fasteners to fix any materials or objects on walls, floors or ceilings.
- 8.4. Unless otherwise agreed in writing, all objects brought to Hotel's premises shall be removed immediately after the end of the event. Otherwise Hotel reserves the right to have them removed and stored at the risk and cost of Customer.
- 8.5. Customer shall be responsible for safekeeping exhibits or other personal effects brought in the function rooms of Hotel and in other event venues. Hotel shall not be liable for any loss, damage or destruction thereof unless it is attributable to Hotel's intentional action or gross negligence.
- 8.6. No advertisement or invitation to kick-off 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 infringing Hotel's material interests, Hotel has the right to cancel the event. All definitive costs and possible damages shall be borne by Customer.
- 8.7. All Customers inviting photographers to take photos at and/or film crews to record the event shall give a 5 (five) day prior written notice to the Marketing Department of Hotel and comply with the pertaining special terms and conditions of Hotel.



## 9. Closing provisions

### 9.1. 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, 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. The detailed privacy notice is available on Hotel's website. By duly signing the specific service contract, Customer acknowledges that Hotel may forward the Customer's personal data to an external debt-collector company in order to collect debt in case Customer fails to pay the Hotel the fee in the specific service contract despite a prior written notice from Hotel. Where the Customer comments or sends a "Like" on Hotel's Facebook or other social media site, personal data of Customer are automatically transferred 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 Customers' arrival: name, place and date of birth, date of arrival/departure, flight details, passport data for visa application (if applicable). The submission of such data by the partners constitutes data transfer. After receipt of the data, the Hotel begins its own data processing associated with its service activity, in line with its Privacy and Data Security Policy in effect at all times. Hotel does not wish to conclude a separate contract regarding the data transfer.

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

9.3. In case the Guest falls ill during their stay at the Hotel, and has no access to proper medical care, Hotel will offer to arrange medical care. In the event the Guest falls ill or



passes away during their stay at the Hotel, Hotel may claim appropriate compensation of the costs from the Guest's relative, heir or the person paying the Guest's invoice.

9.4. Issues not or not adequately regulated by these GTC shall be governed by the Hungarian Civil Code (Act V of 2013) and the Hungarian legislation in force.

9.5. Handling complaints:

Guest has the right to complain about the services provided during their stay at the Hotel, which shall be made submitted in writing or by drawing up a record of the verbal complaint. Guest's right to complain ceases upon checking out of the Hotel. Hotel shall investigate the complaint of the Guest according to the effective consumer protection regulations, issue a written answer thereto and initiate the necessary steps required for complaint handling.

9.6. Place of performance - unless otherwise agreed by the Parties – shall be the seat of Kempinski Hotel Budapest Zrt. (Budapest). The contract between the Hotel and the contracting party shall be governed by Hungarian law, excluding the application of the Hungarian conflict of laws rules.

Dispute resolution: Kempinski Hotel Budapest Zrt. attempt to settle any legal disputes primary out of court and go to court only upon the failure thereof. If the contracting party is domiciled in the territory of the European Union, the competent Hungarian court with jurisdiction at the seat of Kempinski Hotel Budapest Zrt. shall have jurisdiction to settle the dispute.

If the other party is domiciled outside the European Union, disputes and claims arising out of or in connection with the contract, including disputes relating to the validity, breach, termination or nullity of the contract, shall be settled at the Vienna International Arbitration Centre ("VIAC") in accordance with the rules of arbitration (Vienna Rules). Disputes shall be settled by a single arbitrator appointed in accordance with the Arbitration Rules of the Vienna International Arbitration Centre of the Austrian Federal Economic Chamber ("VIAC").

9.7. If any provision in these GTC becomes invalid, it shall not affect the validity of the remaining provisions.



9.8. Hotel's damage liability:

- a) Hotel assumes liability for any damage of Customer suffered in the Hotel due to fault of Hotel, or Hotel's employees or agents.
- b) Hotel shall not be liable for damages due to unavoidable events beyond the control of Hotel or Hotel's employees or agents, or damages caused by the Customer.
- c) Hotel may appoint areas in the hotel, where Customer may not access. Hotel shall not be liable for any damage or injuries that occur in such areas.
- d) Customer shall immediately report any damage it suffers.
- e) Hotel also assumes liability for the loss or destruction of or any damage to the Customer's items if such items have been deposited in a place designated by Hotel or used for such purpose or in the Customer's room, or for items that handed over to an employee of Hotel whom the Customer could believe to be authorised to receive Customer's item. (Hungarian Civil Code, Section 6:369).
- f) Hotel shall only be liable for valuables, securities and cash if Hotel has taken possession of such property for safekeeping. In the latter case the burden of proof shall lie with the Customer. (Hungarian Civil Code, Section 6:369).
- g) Hotel's liability under hotel deposit contracts (Hungarian Civil Code, Section 6:369): Hotel's damage liability shall be limited at fifty times the daily room rate, except if the damage is less than such amount.

9.9. 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.

9.10. By concluding the specific service contract Parties confirm to have read and interpreted these GTC, and have individually negotiated all data, terms and conditions they deemed necessary during consideration of the offer.

9.11. By signing the specific service contract Parties declare that according to Section 6:78.§ (2) of the Hungarian Civil Code these GTC do not contain any standard contract terms that differ substantially from the relevant legislation, from usual contractual practice or from any stipulations previously agreed by the Parties. Any different terms have been stipulated and expressly accepted by the Parties in the specific service contract.



Kempinski Hotel  
Corvinus

BUDAPEST

#### 9.12. Hotel data

Kempinski Hotel Corvinus Budapest

Name of the company: Kempinski Hotel Budapest Zrt.

Registered seat: Budapest

Registration Court: Company Registry Court of Budapest-Capital Regional Court

Company registration number: 01-10-041234

Tax number: 10250378-2-41

EU VAT ID: HU10250378

NTAK registration No.: SZ19000111

Type of accommodation: Hotel

Text effective as of 01 March 2025 until revoked.

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