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## **1. Data of the Service Provider**

**We would like to inform you that our company, Danubius Zrt., has been absorbed into Danubius Hotels Zrt. (registered address: 1051 Budapest, Szent István tér 11., company registration no.: 01-10-041669) with effect from 31 October 2022.**

**The rights and obligations of Danubius Zrt. will be transferred to Danubius Hotels Zrt., which will continue its activities as the general legal successor from 1 November 2022 in an unchanged capacity.**

Danubius Szálloda és Gyógyüdülő Zártkörűen Működő Részvénytársaság

Abbreviated name: Danubius Hotels Zrt.

Seat: 1051 Budapest, Szent István tér 11, Hungary

Co. Reg. No.: 01-10-041669

Tax No.: 10594702-2-44  
EU VAT No.: HU10594702

CP Regents Park Two Ltd.  
Seat: CP House, Otterspool Way,  
Watford WD25 7JP, England  
Co. Reg. No.: 5307946  
EU VAT No.: GB 848957555

## **2. General Rules**

2.1. Present "General Business Terms and Conditions" regulate the use of the lodgings and related services provided by the Service Provider.

2.2. Special, unique conditions do not constitute part of the indicated General Business Terms and Conditions, but do not exclude the drawing up of special agreements with tour operators and organisers from time to time with conditions adjusted according to the type of business.

## **3. Contracting Party**

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

3.2. In the event that an order for services is placed directly with the Service Provider, the Guest is qualified as the Contracting Party. The Service Provider and the Guest jointly - if the terms and conditions are met - become Contracting Parties (hereinafter Parties).

3.3. In the event that an order for services is placed with the Service Provider by a third party commissioned by the Guest (hereinafter Agent) the terms and conditions of the co-operation shall be regulated by the contract concluded between the Service Provider and the Agent. In this case the Service Provider is not obliged to check whether the representation of the Guest by the third party is lawful.

## **4. The Contract, the Reservation, Modifications, Obligation for notification**

4.1. Upon written or verbal inquiry by the Guest, the Service Provider makes an offer. If no order is placed within 48 hours of sending the offer, the obligation of the Service Provider to honour the offer ceases to be binding.

4.2. The Contract comes into effect when the Service Provider confirms in writing the verbal or written booking of the Guest, and as such is qualified a Contract concluded in writing. Any booking, agreement, modification or the confirmation of these by the

Service Provider are not qualified as contracts.

4.3. The Contract on the use of accommodation-services covers a defined period of time.

4.3.1. If the Guest checks out prior to the end of a defined period of time, the Service Provider is entitled to a defined percentage of the value of the service set down in the Contract, as follows:

In case of hotels in Hungary: 100%

In case of hotel in United Kingdom: 100%

The Service Provider is entitled to sell the available room before the contracted period of stay ends.

4.3.2. The Service Provider must approve in advance any extension of the use of the accommodation-service that is initiated by the Guest.

In such instances the Service Provider may request the payment of the fee for those services already provided.

4.4. The Contract can only be modified and/or complemented by a written agreement signed by the Parties.

## **5. Terms of Cancellation**

5.1. Unless otherwise stated by the hotel in its offer, the accommodation-service may be cancelled without a penalty payment obligation as long as the following notice periods are observed:

In the case of hotels in Hungary: no later than 4pm local time on the day of arrival

In the case of hotel in United Kingdom: no later than noon local time on the day of arrival

a) If the Contracting Party has not guaranteed the use of the accommodation-services by advance payment, credit card guarantee and pre-authorisation, or any other contractual way, the Service Provider's obligation to provide services shall cease at the following times:

In the case of hotels in Hungary: 4pm local time on the day of arrival

In the case of hotel in United Kingdom: 4pm local time on the day of arrival

b) If the Contracting Party has committed to the use of the accommodation-services by advance payment, credit card guarantee, or any other contractual way but does not check-in

until 4pm local time on the day of arrival in the case of hotels in Hungary  
before 2am local time on the following day in the case of hotel in United  
Kingdom

and does not inform the hotel about the late arrival, the Service Provider shall charge a fee set in the contract (but at least the cost of one night's accommodation) as a penalty. In this case the accommodation is reserved for the Contracting Party until 12pm on the day following the arrival day, after which date the obligation of the Service Provider to render services shall cease.

### **Cancellation deadline for groups reservations:**

Cancellation of requested services within 48 hours after confirmation of reservation is free of charge We will invoice cancellation fee in amount and under conditions as follows:

Number of days before arrival	Spa Stay/Bed & Breakfast
59 – 30 days before arrival	50% of requested services.
29 – 14 days before arrival	80% of requested services.
13 days before arrival and Non-show	100 % of requested services.

## **6. Rates**

6.1. The hotel room rates (Rack Rate) are displayed in the hotel rooms or the front office of the hotel. The price lists of other services are available at the given hotel departments (restaurant, spa, wellness).

6.2. The Service Provider reserves the right to change its published rates without prior notification.

6.3. When publishing its rates the Service Provider shall indicate the tax content of the rates (VAT, Local Tax) valid at the time of the offer in line with legal regulations. The Service Provider shall transfer all surplus burdens arising from the amendment of the prevailing tax law (VAT, Local Tax) to the Contracting Party following notification thereof.

6.4. You will find discounts, special rates and offers at [danubiushotels.com](http://danubiushotels.com)

6.5 The rates quoted do not include any insurance. We recommend our clients to arrange for their own cancellation-, accident- and medical insurance.

6.6 Discounts for children may vary, depending on the specific hotel and destination. For detailed pricing information, please refer to the page corresponding to the particular offer.

In the event of the booking of events, products subject to special conditions, or more than 5 rooms at the same time (i.e. group bookings), the Service Provider may establish terms different from the above, or impose surcharges, to be set forth in a separate Contract.

## **7. Payment Terms, guarantee**

7.1. The value of the services provided by the Service Provider are to be paid by the Contracting Party following the use of the services and prior to departure from the hotel. However, in the case of a special agreement, it may be possible to make later payment.

7.2. In order to guarantee the contractual use of the services provided and the payment of the value of those services, the Service Provider may:

- a) request a credit card guarantee, in the course of which the value of the ordered and confirmed service is blocked on the credit card;
- b) request advance payment of the fee in part or in full.

7.3. The Contracting Party can effect payment in:

**Hungary:** The currency of the invoice issued on related services is HUF, which will be issued according to the Hungarian tax legislation. The amount for services offered, confirmed and used will be calculated in EUR currency, based on the currency exchange rate used by bank of the Service Provider, on the day of the arrival of the guest. The EUR amount will also be indicated on the invoice. Cash payment can be made in HUF, EUR, USD and GBP, while additional currencies can be changed at the hotel reception. The Service Provider accepts certain means of payment other than cash: bank transfer; credit cards: Visa, EC/MC, JCB.

**UK:** EUR, GBP, USD accepted. The Service Provider accepts certain means of payment other than cash: bank transfer in advance, company cheques and travellers' cheques. Credit cards: Visa, EC/MC, JCB, Diners Club.

7.4. Any costs related to any payment method are to be borne by the Contracting Party.

7.5. The Service Provider issues the invoice electronically, the invoice will be sent to the email address provided by the Guest on the registration form.

## **8. Terms and Conditions of Using the Hotel Services**

8.1. Guests may check into their rooms on the day of their arrival at the time designated by the hotel, and are required to vacate their rooms by the hotel's official

check out time on the day of their departure. This latter time, which varies by hotel, can be found on the hotel's own Web site.

8.2. Should the Guest wish to occupy the room before

6am in the case of hotels in Hungary

2pm in the case of hotel in United Kingdom

on the day of arrival, he/she will also be charged for the previous night.

## **9. Pets**

9.1. Pets can generally be taken to the lodgings of the Service Provider. They can be kept in the rooms and use the common areas to access the rooms under the supervision of the Guest. However, they cannot be taken to any other premises (restaurant, swimming pool, etc). Certain hotels may deviate from this rule and apply total prohibition.

9.2. The Guest will be held fully liable for any damage caused by his/her pet.

9.3. Guide dogs are allowed.

9.4. In certain hotels an extra fee will be charged for pets.

## **10. Termination of Contract, Ceasing of Obligation to Provide Services**

10.1. The Service Provider is entitled to terminate the Contract for the provision of accommodation services at any time with immediate effect, thus cancelling the reservation and/or refusing to provide the services, if:

a) the guest shows abusive, inappropriate, offensive or hostile behaviour towards the Service Provider, one of its Hotels, the Service Provider's employees, guest or any other third party acting in the Service Provider's interests, or other circumstances make further cooperation with the guest impossible,

b) the Guest does not use the room or the building rendered for his/her use properly;

c) the Guest does not observe the security and order of the accommodation site, treats the employees in an objectionable or rough manner, is under the influence of alcohol or drugs and displays menacing, offensive or otherwise unacceptable behaviour;

d) the Guest suffers a contagious disease, or does not comply with the legislation in the epidemic situation or the preventive measures introduced by the Service Provider.

e) the Contracting Party does not meet his/her advance payment obligation by the agreed deadline.

10.2. the Contract between the parties cannot be honoured as a result of "force

majeure".

## **11. Guarantee for Accommodation**

11.1. In the event that the hotel of the Service Provider is at fault for failing to provide the services listed in the Contract (e.g. overbooking, temporary problems of operation, etc), the Service Provider is obliged to provide accommodation for the Guest without delay.

11.2. The Service provider is obliged:

- a) to provide/offer the services listed in the Contract at the rate and for the period confirmed - or until the conclusion of the incapacitation - in another place of accommodation of the same or of a higher category. Any additional costs for the replacement accommodation shall be borne by the Service Provider;
- b) to ensure the Guest is able to make a phone call free of charge to give notification of the change of accommodation should he/she need to do so;
- c) to ensure the Guest is transferred free of charge to the replacement accommodation, and back to the original accommodation should that become available again later.

11.3. If the Service Provider fully meets these obligations, and if the Guest has accepted the replacement accommodation, no subsequent claim for compensation will be accepted.

11.4. Due to the epidemic situation, the Service Provider operates its hotels flexibly according to demand. The Service Provider may order a shutdown in each of its hotels, but in view of the continuous change of the situation, it reserves the right to reopen the hotels or to close its already opened hotels depending on the evolution of the virus situation. The Service Provider undertakes to act in accordance with item 11.2. in the case of all bookings confirmed by it, if the services listed in the Contract cannot be provided due to the business interruption set forth in present item.

In all cases where the Service Provider is unable to provide the reservation received and confirmed by the hotel at the given hotel, it will also attempt to contact the guest by e-mail no later than 5 days before the date of arrival and if the guest has provided his telephone number by phone no later than 4 days before the day of arrival.

The guest is not obliged to accept another hotel offered by the Service Provider and may cancel the reservation without any further legal consequences.

The hotel services are subject to government measures in force allowing the provision of hotel services.

## **12. Disease or Death of the Guest**

12.1. In the event that during the time of using the accommodation-service the Guest is taken ill and is not able to care for himself/herself on his/her own, the Service Provider is to offer medical help.

12.2. If the Guest falls ill or dies, the Service Provider will require a cost compensation from the dependant, heir or person settling his/her accounts, for the possible medical costs, the value of services used prior to the death and the incidental damages done to the equipment and furniture in the hotel related to the disease/death.

12.3. If the authority orders a house quarantine for the guest, it is obliged to pay the Service Provider a service fee related to the possible extension of the reservation.

## **13. Rights of the Contracting Party**

13.1. Pursuant to the Contract, the Guest is entitled to the proper use of the ordered room and establishments of the place of accommodation that belong to the usual service sphere, and are not under the effect of special conditions.

13.2. The Guest may complain about the performance of the services provided by the Service Provider during his/her stay at the place of accommodation. The Service Provider is obliged during this period to handle complaints justifiably sent to it in writing (or minuted by the Service Provider).

13.3. Any right to complaint by the Guest terminates after departure from the place of accommodation.

## **14. Obligations of the Contracting Party**

14.1. The Contracting Party is obliged to settle the value of the contractually ordered services by the date and with the method laid down in the Contract.

14.2. The Guest will ensure that children under 14 (18 in the case of Danubius Hotel Regents Park) under his/her responsibility shall stay in the hotel of the Service Provider only under adult supervision.

14.3. The Guest shall not bring in any of his/her own food or drink to the food and beverage units of the hotel.

## **15. Compensation Liability of the Contracting Party**

The Guest shall be held liable for all damages and inconvenience suffered by the Service Provider or a third person as a result of the actions of the Guest, his/her escort or any person(s) under his/her responsibility. This liability remains in effect even if the



aggrieved has the right to claim compensation for his/her damages directly from the Service Provider.

## **16. Rights of the Service Provider**

In Hungary: In the event that the Guest fails to meet his/her fee payment obligation related to the used services, or contractually ordered but not used services that carry a penalty, the Service Provider - to ensure the claim is met - has a right of pledge on the personal belongings the Guest has brought to the hotel.

In UK: Guest liability for their account is not waived and guests agree to be held personally liable in the event of full or partial non-payment.

## **17. Obligations of the Service Provider**

The Service Provider shall:

- a) provide the accommodation and others services ordered based on the Contract in line with the valid stipulations and service standards;
- b) examine the written claim of the Guest and take steps to remedy the problem, which is also to be recorded in writing.

## **18. Compensation Liability of the Service Provider**

18.1. The Service Provider shall be liable for all damages suffered by the Guest within the establishment and caused by the Service Provider or its employee.

18.1.1. The Service Provider shall not be liable for damages that are the result of an unavoidable cause beyond the control of the employees and the Guests of the Service Provider, or that have been caused by the Guest himself/herself.

18.1.2. The Service Provider may designate places in the hotel that Guests may not enter. The Service Provider will not be held liable for any damages or injuries caused in such places.

18.1.3. The Guest shall report to the hotel any damages suffered and provide the hotel all data necessary for clearing the claim, perhaps to be included in the police report/procedures.

18.2. The Service Provider shall also be liable for damages suffered by the Guest as a result of the loss, damage or destruction of his/her possessions if these possessions were put in places that are designated by the Service Provider or usually used for this purpose or in the Guest's room or that were handed over to an employee of the Service Provider whom the Guest believed to be authorised to receive these possessions.

18.2.1. The Service Provider shall be liable for valuables, securities and cash only if

the Service Provider has expressly taken possession of these things for safekeeping or the damages have occurred due to a cause for which the Service Provider is liable in accordance with the general rules and regulations. In such cases, the burden of proof lies with the Guest.

18.3. In Hungary: The extent of indemnification is fifty times the sum of the contractual daily room rate, except if the damage is less than that.

In UK: Under the Hotel Proprietors Act 1956 (London Boroughs) the Service Provider may be liable for loss or damage to the Guest's property even though it may not have been caused by Service Provider Staff or Proprietors. This is limited to those booking sleeping accommodation at the Hotel. The Hotel Proprietors Act 1956 (London Boroughs) limits the charge against the Service Provider to £750 per item or a total of £1,500, or the cost of the items, whichever is the lower, except in the case of articles covered under 19.2.1. and does not cover motor vehicles or items left in them, or live animals.

18.4. Local laws shall apply under certain circumstances.

## **19. Secrecy**

The Service Provider shall proceed according to the standards determined by the Data Handling Guide.

## **20. Force Majeure**

Any reason or circumstance (e.g.: war, fire, flood, rigours of weather, power shortage, strike) beyond the control of the Party (force majeure) excuses any Party from performing the obligations set in the Contract prior to this reason or circumstance existing. Parties agree to do everything in their power to limit the possibility of these reasons or circumstances occurring and to remedy the damage or delay caused by them as soon as possible.

## **21. Jurisdiction, Governing Law**

The legal relationship between the Service Provider and the Contracting Party shall be governed by the local law (Hungarian/English law). In any legal dispute arising from the service contract, the court is authorised at the location where the services are provided and declared to have competence to handle the issue. Jurisdiction is in the place where the service was rendered.

**Last updated: 17. March 2022**