

General Terms and Conditions

Donautica Hotel and Restaurant

1. Service Provider Data

Tolnagro Veterinary Service and Trading Ltd.

Short name: Tolnagro Ltd.

Registered office: 7100 Szekszárd, Rákóczi u. 142-146.

Site: 7133 Fadd-Dombori, Donautica sétány 7.

Company registration number: 17-09-001133

Member VAT number: 1051655-4-17

Group VAT number: 17784533-5-17

2. General Rules

2.1. These "General Terms and Conditions" (hereinafter: GTC) regulate the terms of use for the accommodation and services operated by the Service Provider at Donautica Restaurant and Hotel. Other activities of Tolnagro Ltd., including those related to its main activity, are governed by separate GTCs available on the Tolnagro Ltd. website.

2.2. These GTC do not exclude the conclusion of special or individual agreements with third parties who maintain ongoing cooperation with the Service Provider and carry out activities resulting in large-scale bookings; the terms of contracts concluded with these parties may differ in part from those set out in these GTC. Otherwise, deviation from these GTC is not permitted.

3. Contracting Parties

3.1. The contracting party is the natural person, legal entity, or other economic organization that orders and uses the services provided by the Service Provider (hereinafter: Guest).

3.2. The Service Provider and the Guest jointly become contracting parties (hereinafter: Parties or Contracting Parties), provided the conditions are met.

3.3. If a third party (hereinafter: Intermediary) places an order for services with the Service Provider on behalf of the Guest, the terms of cooperation are governed by the contract concluded between the Service Provider and the Intermediary, which binds the Guest. In such

cases, the Service Provider is not obliged to verify whether the third party is lawfully representing the Guest.

3.4. Due to health and safety risks, the Service Provider will only provide services if the Guest provides their name and address to the Service Provider prior to using the service.

4. Conclusion of the Contract, Method of Booking, Modification, Check-in and Check-out, Cooperation Obligation

4.1. Upon a verbal or written (letter, fax, e-mail, website) request for an offer from the Guest, the Service Provider sends an offer within 24 hours based on available capacity. If the Guest does not accept the offer while the room type specified in the offer is still available, a later booking may be refused. Rooms cannot be held without confirmation. If a specific order is not received within 48 hours of sending the offer, the Service Provider's offer is no longer binding.

4.2. The Contract is concluded exclusively upon the Guest's written order (hereinafter: booking) and the Service Provider's written confirmation, thus constituting a written contract. Verbal bookings, agreements, modifications, or verbal confirmations by the Service Provider do not constitute a contract and do not create contractual obligations for either Party.

4.3. The contract for the use of accommodation services is always for a fixed term. If the Guest decides to leave the hotel permanently before the fixed term specified in the Contract, the Guest is still obliged to pay the full price of the service to the Service Provider, who is entitled to claim the full price stipulated in the Contract. The Service Provider is entitled to resell the room vacated before the expiry date. Extension of the accommodation service at the Guest's initiative requires the Service Provider's prior consent, who may require payment for services already rendered.

4.4. Modification and/or supplementation of the Contract requires a written agreement signed by both Parties.

4.5. If the Guest does not vacate their room by 11:00 a.m. on the day of departure as indicated at check-in and the Service Provider has not agreed to an extension, the Service Provider is entitled to request the Guest to vacate the room. If the Guest fails to comply, after 12:30 p.m., the Service Provider may charge the room rate for an additional day and all service obligations cease. After 6:00 p.m., the Service Provider may initiate official action and claim damages resulting from breach of contract.

4.6. A condition for using the accommodation service is that the Guest checks in at the hotel and proves their identity in accordance with legal requirements. Without this, no one may stay at the hotel.

4.7. The Guest may occupy the hotel room from 2:00 p.m. on the day of arrival (check-in) and must vacate it by 11:00 a.m. on the last day of stay (check-out), unless the Service Provider allows earlier arrival (early check-in) or later departure (late check-out) by prior arrangement. Subject to availability and for a fee, early arrival or late departure may be provided. Such requests should be made at least one day in advance. The fee for early arrival or late departure is borne by the Guest.

4.8. If the Guest does not arrive by 6:00 p.m. on the agreed day, the Service Provider is entitled to withdraw from the Contract, unless a later arrival time was agreed at the time of booking.

4.9. If the Guest wishes to occupy the room before 6:00 a.m., the previous night's fee must be paid to the Service Provider.

5. Cancellation Policy

5.1. Unless otherwise specified in the Service Provider's offer, the cancellation and modification terms are as follows:

5.1.1. In low and off-season, for cancellations within 14 days prior to arrival, the penalty is the value of 3 nights' stay for bookings of at least 3 nights. For bookings shorter than 3 nights, the total booking amount is payable as a penalty.

5.1.2. In high season, for cancellations within 21 days prior to arrival, the penalty is the value of 3 nights' stay for bookings of at least 3 nights. For bookings shorter than 3 nights, the total booking amount is payable as a penalty.

5.1.3. In peak and holiday periods, for cancellations within 21 days prior to arrival, the penalty is the total booking amount for the entire stay.

If the Contracting Party is an economic organization (business, social organization, church, municipality, state institution, etc.), the penalty is payable by the Contracting Party/Orderer even if the accommodation fee would otherwise have been paid directly by the Guest.

5.2. If the Contracting Party secured the accommodation service by advance payment and the Guest does not arrive by 6:00 p.m. on the day of arrival and does not notify the Service

Provider in advance, the Service Provider will retain the full advance payment as a penalty. In this case, the Service Provider's accommodation obligation ceases, and the room(s) may be resold.

5.3. If the Contracting Party did not secure the accommodation service by advance payment, credit card guarantee, or other method specified in the Contract by the given deadline, the Service Provider's service obligation ceases.

5.4. Group bookings and events are subject to individual agreements, and cancellation terms are set according to the specific booking.

6. Prices, Offers, Discounts

6.1. The current list and actual prices of hotel rooms are available on the hotel's website under the "Price Calculation & Online Booking" menu, by specifying the exact arrival and departure dates at www.donautica.hu. Prices for other services are available on-site or in the guest information provided in the hotel room.

6.2. The Service Provider may change its published prices without prior notice. If the Service Provider has already confirmed the booking in writing, the price cannot be changed.

6.3. The Guest may always receive information on service prices at the hotel reception before the service is provided.

6.4. When communicating prices, the Service Provider indicates the tax content valid at the time of the offer as regulated by law. Published prices include VAT but do not include tourist tax, which must be paid separately. The Service Provider may pass on any additional burdens resulting from changes in tax law to the Contracting Party with prior notice.

6.5. Current offers and discounts are published on the hotel's website. Announced discounts always apply to individual room bookings.

6.6. Announced discounts cannot be combined with any other discounts.

6.7. For services subject to special conditions, group bookings, or events, the Service Provider sets specific terms in an individual contract.

7. Family Discounts

7.1. For children sharing a room and bed with their parents, accommodation is free of charge up to 7.99 years of age. From age 8, the adult rate applies.

7.2. Extra beds or baby cots can only be provided in certain room types.

7.3. Requests for extra beds or baby cots must be agreed with the Service Provider in advance, prior to arrival. The Service Provider charges an extra fee for such requests.

8. Payment Methods, Guarantee

8.1. The Service Provider requires payment for services rendered by the time of departure at the latest, but may allow post-payment by special agreement.

8.2. To guarantee the use of services and payment, the Service Provider may:

a) request a credit card guarantee (100% of the total amount), in which case the ordered and confirmed service amount is blocked on the credit card,

b) request an advance payment for part or all of the amount due.

8.3. The Contracting Party may settle the invoice in cash, by bank card (or other cashless payment method), or by transfer.

a) The Contracting Party may settle the invoice in HUF. The Service Provider also accepts EUR for payment. In such cases, conversion and invoicing are performed at the exchange rate for foreign currency sales of the Service Provider's account-holding bank on the Guest's day of arrival. For cash payments in EUR, any change is given in HUF.

b) The Service Provider accepts cashless payment methods (bank card, credit card, Széchenyi Recreation Card, and, by separate agreement, gift vouchers, etc.), the current list of which is available upon request. For bookings, it is recommended that the Contracting Party clarify the possibility of payment by the selected cashless method. Individual room bookings can be guaranteed by providing bank card details, online advance payment via the hotel's online booking system, or advance payment by transfer. For online advance payment, the following methods are available:

Online bank card payment: OTP SimplePay. Accepted cards: Maestro, Mastercard, VISA.

Online payment by SZÉP card: OTP Szép Card, MKB Szép Card, K&H SZÉP Card.

c) For bank transfers – unless otherwise agreed – the Orderer transfers the amount due for the

ordered services to the Service Provider's bank account by the deadline specified by the Service Provider or provides an irrevocable statement from their bank confirming the transfer.

8.4. Any costs associated with the chosen payment method are borne by the Contracting Party and/or their SZÉP card/credit card.

9. Use of Other Services

Hotel guests may use the E-chargers provided by Donautica Restaurant and Hotel in the car park for charging electric vehicles. The conditions of use are set out in the information available on the website regarding E-chargers.

10. Pets

10.1 Pets may be allowed in the Service Provider's accommodation upon prior agreement, they may be kept in the hotel "Bungalow" under the supervision of the Guest, but they may not visit other common areas (restaurant, swimming pool, etc.). The pet surcharge is listed in the current price list. Guide dogs for visually impaired Guests are admitted free of charge if arranged at the time of booking.

10.2. If the Service Provider deems that the size or behavior of the pet disturbs operations, it may refuse to accept the pet.

10.3. The Guest is fully responsible for any damage caused by the pet and must pay any extra cleaning fees on site, as specified in the current price list.

11. Refusal of Contract Fulfillment, Termination of Service Obligation

11.1. The Service Provider is entitled to terminate the accommodation contract with immediate effect and refuse to provide services if:

- a) the Guest does not use the room or facility as intended,
- b) the Guest violates the safety or house rules of the accommodation, behaves objectionably or rudely towards hotel staff, is under the influence of alcohol or other substances, behaves in a threatening, offensive, or otherwise unacceptable manner, and fails to cease such behavior despite warning,
- c) the Guest has an infectious disease,

d) the Contracting Party fails to meet the advance payment or payment guarantee obligations specified in the Contract by the deadline.

11.2. If the Contract between the parties cannot be fulfilled due to force majeure, the contract is terminated.

12. Accommodation Guarantee

12.1. If the Service Provider's hotel cannot provide the services specified in the Contract due to its own fault (e.g., overbooking, temporary operational problems, etc.), the Service Provider must immediately arrange alternative accommodation for the Guest.

12.2. The Service Provider must:

- a) provide/offer the services specified in the Contract, at the confirmed price, for the agreed period – or until the obstacle is removed – at another accommodation of the same or higher category. All additional costs of the substitute accommodation are borne by the Service Provider.
- b) provide the Guest with a free phone call to notify about the change of accommodation,
- c) provide free transfer to the substitute accommodation and, if necessary, for later return.

12.3. If the Service Provider fully complies with these obligations and the Guest accepts the substitute accommodation offered, the Contracting Party cannot claim damages afterwards.

13. Guest Illness or Death

13.1. If the Guest falls ill during the stay and cannot act in their own interest, the Service Provider will offer medical assistance.

13.2. In the event of illness or death of the Guest, the Service Provider is entitled to claim reimbursement from the relative, heir, or bill payer for any medical and procedural costs, the value of services used prior to death, and any damage to equipment or furnishings resulting from the illness or death.

14. Guest Rights

14.1. Under the Contract, the Guest is entitled to use the ordered room and those facilities of the accommodation that are part of the usual service and not subject to special conditions.

14.2. The Guest may submit complaints regarding the fulfillment of services provided by the Service Provider during their stay. The Service Provider undertakes to handle complaints submitted in writing (or recorded by the Service Provider) during this period. Complaints are handled individually. Complaints may be submitted in writing to: sales@donautica.hu.

14.3. The Guest's right to complain ceases after departure from the accommodation.

15. Guest Obligations

15.1. Payment of the agreed fee by the deadline specified in the confirmation or upon completion of the accommodation contract.

15.2. Guests may not bring food or drinks into the hotel.

15.3. Before operating any electrical devices brought into the accommodation that are not part of normal travel needs, the Guest must obtain the Service Provider's consent.

15.4. Guests may park their vehicles free of charge in the hotel's unguarded car park. The Service Provider excludes liability for any damage to vehicles or items left in vehicles in the car park.

15.5. Rubbish may only be disposed of in bins provided in the Complex or rooms.

15.6. It is not permitted to remove or relocate furniture or equipment from rooms or the building.

15.7. Equipment and furnishings in the Complex may only be used by Guests at their own risk and in strict compliance with posted operating instructions.

15.8. Pursuant to Act XLII of 1999 on the Protection of Non-Smokers, smoking is not permitted in the hotel's enclosed spaces, rooms, balconies, or public areas. If the Guest is proven to have violated these obligations, they must pay a fee of EUR 100 to the Service Provider.

15.9. The Guest must ensure that children under 14 years of age in their care are supervised by an adult at all times within the hotel. The parent is fully responsible for any damage caused by the child. The Guest is liable for any damage suffered by the Service Provider as a result of the actions of the Guest, their companion, or others under their responsibility.

16. Guest Liability for Damages

The Guest is liable for all damages and disadvantages suffered by the Service Provider or third parties as a result of the Guest, their companion, or others under their responsibility. The Guest must compensate the Service Provider for any damage caused. This liability exists even if the injured party is entitled to claim compensation directly from the Service Provider.

17. Service Provider Rights

17.1. If the Guest fails to pay for used or contractually ordered but unused penalty-bearing services, the Service Provider is entitled to a lien on the Guest's personal property brought into the hotel as security for its claims.

17.2. The Service Provider operates a 24-hour reception service on the hotel premises. The receptionist is entitled to check the identity of entering and exiting Guests.

18. Service Provider Obligations

The Service Provider is obliged to:

- a) provide the ordered accommodation and other services in accordance with valid regulations and service standards,
- b) investigate the Guest's written complaint and take the necessary steps to resolve the problem, recording the actions in writing.

To ensure Guests' peace and quiet, it is not permitted to make noise, watch television or listen to music at disturbing volumes, or engage in other disruptive behavior from 10:00 p.m. to 8:00 a.m. throughout the hotel. The reception staff is responsible for enforcing this rule.

19. Service Provider Liability for Damages

19.1. The Service Provider is liable for any damage suffered by the Guest within its facilities due to the fault of the Service Provider or its employees. The Service Provider is not liable for damage caused by unavoidable reasons outside its employees and Guests or caused by the Guest. The Service Provider may designate areas in the hotel where Guests may not enter; it is not liable for any damage or injury occurring in such areas. Use of the hotel's spa area is at the Guest's own risk; there is an increased risk of slipping near water, and the hotel is not liable for accidents resulting from this. The Guest must report any damage suffered immediately to the hotel and provide all information necessary to clarify the circumstances and, if necessary, for a police report or procedure.

19.2. The Service Provider is also liable for damage suffered by the Guest as a result of loss, destruction, or damage to items placed in the area designated by the Service Provider, in the Guest's room safe, or handed over to an employee authorized to accept such items. The Service Provider is only liable for valuables, securities, and cash if it has expressly accepted them for safekeeping or if the damage is due to a reason for which it is liable under general rules. In such cases, the burden of proof is on the Guest.

19.3. The Service Provider is not liable for valuables left in vehicles in the hotel car park. The Service Provider will investigate the circumstances of any damage to vehicles in the car park and, if the damage was due to its own negligence, will compensate for it.

19.4. The maximum amount of compensation is fifty times the daily room rate specified in the Contract.

19.5. The Service Provider is not liable for valuables left in other areas of the hotel.

20. Confidentiality

During the fulfillment of its obligations under the Contract, the Service Provider must act in accordance with Act CXII of 2011 on the Right of Informational Self-Determination and Freedom of Information (Infotv.), Regulation EU 2016/679 of the European Parliament and of the Council (GDPR), and other relevant data protection laws, as well as any internal regulations of the Contracting Party communicated to the Service Provider.

21. Force Majeure

Any cause or circumstance (such as war, fire, flood, adverse weather, power outage, strike, epidemic, etc.) beyond the control of a party (force majeure) exempts either party from fulfilling their obligations under the Contract for as long as such cause or circumstance exists. The Parties must do everything possible to minimize the likelihood of such causes or circumstances and to remedy any damage or delay as soon as possible.

22. Governing Law and Jurisdiction

The legal relationship between the Service Provider and the Contracting Party is governed by Hungarian law. In the event of any legal dispute arising from the service contract, the court with jurisdiction at the place of service shall act.

23. Data Protection Statement

The Service Provider considers the protection of personal data to be of utmost importance. Personal data provided is always processed in compliance with applicable laws, ensuring their security, taking technical and organizational measures, and establishing procedures necessary to comply with relevant legislation. The Service Provider uses users' data solely for contract, billing, and its own advertising purposes in accordance with Infotv. and GDPR. The hotel's Data Management Information is available at www.donautica.hu and at the actual site of data processing: 7133 Fadd-Dombori, Donautica sétány 7.

By concluding the accommodation contract, the Guest declares that they have read, understood, and accept these GTC.

These GTC are effective from January 1, 2021.

*This translation preserves the structure and legal meaning of the original Hungarian document.
For legal use, please consult a certified translator or legal professional.*

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