



GENERAL TERMS AND CONDITIONS

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1. General Provisions

The following General Terms and Conditions (GTC) summarize the content of the concluded contract between the **Hotel Korona** (owned by TOP STAR Ltd.) and its Guests generally about hotel accommodation and/or catering services.

The Hotel (the Provider) is entitled to provide temporary lodging and related supplies & services for guests under applicable law, and has the permits required by law.

The hotel, restaurant and other services are available in accordance with these General Terms and Conditions, and the current Hungarian legislation.

1.1. The Service Provider Information

Top Star Kft. – Hotel Korona
H-3300 EGER, Tündérpart utca 5.
Phone: +36(36)313-670
Fax: +36(36)310-261
Email: info@koronahotel.hu
VAT Number: 10365410-2-10
CR Number: 10-09-020868
Anno: 1990

1.2. Contracting Parties

1.2.1. The Guest is a person, who takes the services of the Provider, based on the preliminary agreement or on the contract concluded on the spot.

1.2.2. According to the existing legislation in force, the Contract is a common will between Guest and Provider created orally or written.

1.2.3. If the order for services comes directly from the Guest to the Provider, the Guest will be the Contracting Party. If the conditions met, the Service Provider and the Guest together become the Contracting Parties.

1.2.4. If the order for services is requested by a third party (Mediator) commissioned by the Guest, the terms of cooperation is regulated by the agreement between the Provider and the Mediator. In this case, the Service Provider is not obliged to consider whether the Mediator is a legal representative of the Guest.

1.2.5. With the conclusion of the contract the Guest also accepts the provisions of the Terms and Conditions. The Guest notes that the Service Provider may unilaterally amend the Terms and Conditions in whole or in part without prior notice, in case the Service Provider shall immediately communicate the changes with the customer. The GTC is available for reading on-site, as well as on the Hotel website.

2. Contracting, Rules and Terms of Reservation

2.1. Conclusion of Contract

2.1.1. The written booking of the Guest, and the written confirmation by the Service Provider constitute a Contract concluded in writing.

2.1.2. The verbal booking of the Guest, and the written confirmation by the Service Provider constitute a Contract concluded in writing.

2.1.3. Verbal reservation, agreement, modification, or the verbal confirmation by the Service Provider is not a valid Contract by itself.

2.2. Modification of Contract

2.2.1. Written submitted Confirmation, that qualifies as contract, can be modified, or denounced within two hours of its dispatch by the Guest or by the Provider without obligations. In the latter case, the reservation (and the contract) shall be considered null and void.

2.2.2. If the Guest does not reply, the confirmation (and the contract), is considered accepted, and will apply the below detail the obligations and cancellation policies.

2.2.3. Amendments and/or supplement of the contract by all Parties in each case can be done in writing only, according to the general rules of the Hungarian Civil Code.

2.3. Termination of Contract

2.3.1. The Guest is entitled to withdraw from the Contract, established by confirmation of services ordered by the Guest, before the date of the acquisition of services, along with the payment of the cancellation fee (penalty).

2.3.2. If the Guest does not take advantage of the ordered and confirmed service without prior declaration, it is considered as a withdrawal from the Contract. In such a case the date of commencement of service shall be regarded as withdrawal date.

2.3.3. If not determined otherwise in the confirmation by the Service Provider, the following are the terms and conditions for cancellation and amendment:

- Cancellation beyond 72 hours prior to the confirmed arrival date is penalty-free.
- Cancellation between 71 to 48 hours, 50% of the total amount of the reservation,
- Cancellation between 47 to 24 hours, 70% of the total amount of the reservation,
- Cancellation within 23 hours, or in case of no-show, 100% of the total amount of the reservation will be charged as a penalty fee.

2.3.4. The cancellation deadlines (detailed above, or in individual contracts) shall be interpreted prior to 12:00 of the confirmed arrival day.

2.3.5. Contracts about accommodation service are defined for a specified period. When the Guest permanently leaves the room before the expiry of the specified period, the Service Provider is entitled to the full value of the booked service, unless otherwise agreed by the Parties. Vacant before the expiration date, the Service Provider shall be entitled to sell the room.

3. Prices and Discounts

3.1. Prices of services

3.1.1. Rack rates of the hotel shall be on display on the information board by the reception. Other service prices shall be on display at the specific hotel department.

3.1.2. The Service Provider (by reason of package rates or other benefits) can change the advertised prices without prior notice.

3.1.3. The guest can always get information on the prices of services before the start of the service at the hotel reception or at the relevant hotel department.

3.1.4. Price of the reservation booked by the Guest, and confirmed in writing by the Service Provider, can not be changed unilaterally by the Provider.

3.1.5. Prices offered by the Service always includes value-added tax (VAT) provided for by law, but does not include tourist tax, which is to be paid on the spot.

3.1.6. Additional burdens due to changes in the applicable tax contents (VAT and tourist tax), regulated by tax laws may be passed by the Service Provider on to the Contractor with prior notice.

3.2. Discounts

3.2.1. The Service Provider can convert the discount contents of the prices according to individual assessments.

3.2.2. The Service Provider may establish specific contractual conditions in case of booking services with special terms, group bookings, or organised events.

3.2.3. Current offers and discounts are to be published on the hotel's website. The advertised discounts always apply for individual bookings.

3.2.4. Unless otherwise determined in the Service Provider's confirmation, the advertised discounts can not be combined with any other discount.

3.2.5. In case of accommodation for children in the same room with their parents, the Service Provider ensures previously agreed unique accommodation/meal discounts.

3.2.6. Extra beds are available in certain room types only. Extra bed demand requires reconciliation with the Service Provider in advance at the time of the booking.

3.3. Payment methods

3.3.1. The Guest is obligated to pay a specified fee for the provided services.

3.3.2. The booked services can be paid on the spot in cash (HUF or EUR), by credit card (marked as accepted by the Provider), or by bank transfer.

3.3.3. It is possible to use other payment methods on the spot (e.g.: "Széchenyi Pihen kártya", "Erzsébet Utalvány", vouchers issued by the hotel or contracted third party, etc.), in this case however the range of the payable services may tighten. The guest can always get information on the conditions before the start of the service at the hotel reception or at the relevant hotel department.

3.3.4. In some specified cases the Service Provider may request part or all of the amount of the reservation pre-paid in a lump sum. This can be done in advance on the site, by post cash transfer, or by bank transfer. In all cases the Service Provider draws up a prepayment invoice about the received deposit.

3.3.5. In case the Guest does not pay deposit in advance, the Service Provider is entitled to cancel the booking and terminate the contract after the deadline. In this case the Guest is no longer requested to pay the withdrawal fee (penalty).

3.3.6. If the Guest does not use the ordered, and booked services (due earlier departure, illness, or for reasons not attributable to the Service Provider), he/she can not claim proportional refund of the paid participation fee.

3.3.7. In case the invoice is to be paid by transfer, the Service Provider accepts complaints within 24 hours of receipt of the invoice. Otherwise, the invoice will be deemed accepted.

4. The Rights and Obligations of the Contracting Parties

4.1. The Guest's Rights

4.1.1. The Guest can use the rooms, apartments, suites during the contracted period according to the arrival and departure dates set out in the confirmation, in accordance with its intended purposes, and with the contract.

4.1.2. The Guest is entitled to normally use the facilities & common areas provided for the guests without any specific conditions. The Guest is entitled to be served customarily in the opening hours according to the announcement.

4.1.3. Animals (cats, dogs) can only enter the hotel after prior arrangement, and payment of fees specified in the price list. Guest's eye dog can enter the hotel free of charge.

4.1.4. The Guest may turn to the manager of the relevant hotel department with complaints arising during the use of services. If the complaint can not be solved in this way, the Guest may ask for the Director's intervention.

4.1.5. The Guest may file a complaint about the service performance provided by the Service Provider in writing, during his/her stay at the hotel. The Guest is entitled to register a complaint in the Buyers Book, or may ask the Provider to draw a report. The service Provider shall undertake to treat written report justifiably sent (or recorded by).

4.2. The Guest's Obligations

4.2.1. Based on 11.§ (2,4) in Regulation No. 61/2009. (XI 27) of Municipality of the County Rank Town Eger concerning Tourist Tax, the accommodation operator shall promptly record the individual checking in to the register. In relation to this, the Guest is required to provide personal data (name, address, citizenship, proof of identity document number) to the Service Provider during guest registration.

4.2.2. The Contracting Party shall pay the value of the contractually ordered and the actual use of services (restaurant consumption, mini-bar, etc.) on the spot, or no later than on departure (check-out) before abandonment of the hotel, unless the parties previously otherwise agreed.

4.2.3. Guests may use devices & equipments at the complex at their own risk, while complying rules of user/instruction manuals posted.

4.2.4. The Guests, collectively using the hotel rooms and shared assets & fixtures, are jointly and severally liable for damages occurred during misuse.

4.2.5. Before installing any electrical appliances which do not belong to the usual travel necessities, the Guest must ask for the contribution of the Service Provider.

4.2.6. Please throw the garbage into the trash containers installed in rooms and on common areas. To take or move room or building furnishings & movables are prohibited.

4.2.7. For tranquillity of Guests loud is prohibited between 22:00 and 8:00 in hotel areas and on terraces, including disturbing-volume television or music in rooms, and playing music loud in the lobby & common areas.

4.2.8. The Guest should immediately report damages suffered in the Hotel, and all the necessary data shall be made available to the Service Provider, which is necessary to clarify the claim, may be included in the police report / police procedures.

4.2.9. The Guest is always responsible for damages and disadvantages to the Service Provider or third party suffers, caused by the Guest, the Guest's attendant, or other persons under his/her responsibility. This responsibility exists even if the injured party is entitled to claim compensation for damage directly to the Service Provider.

4.2.10. Fireworks and other activities subject to license by the Guest requires a written contribution of the Service Provider, and also to obtain necessary regulatory approvals by the Guest.

4.2.11. In case of fire, please immediately notify the reception.

4.2.12. Pursuant implementation of the XLII./1999 Law about the protection of non-smokers, the hotel is a non-smoking facility from 1st January 2012. Accordingly the hotel's inner locations (including the guest rooms), community areas, open areas (e.g.: terraces, balconies and windows of rooms) smoking is prohibited, solely except in designated areas. Signs calling for an obligation to adhere to the laws have been placed at the statutory areas of the hotel. The hotel staff are entitled to alert the Guests, as well as any other person staying on hotel locations to obey the law, and/or to stop unlawful behaviour. The Guests, as well as any other person staying on hotel locations are required to abide the law, as well as fulfilling notice. If the authority imposes a fine to the Service Provider due to unlawful behaviour of any Guest, as well as any other person staying on hotel locations, the Service Provider reserves the right to pass on the full amount of the fine or to claim the payment for it from the offender.

4.2.13. If the Guest violates the obligations set out in the preceding paragraph, the Guest must pay 10.000,-HUF compulsory penalty per case to the Service Provider, which fee the Service Provider may charge to the Guest's room account as load, and that the customer must pay when leaving.

4.3. Obligations of the Service Provider

4.3.1. Based on 11.§ (2,4) in Regulation No. 61/2009. (XI 27) of Municipality of the County Rank Town Eger concerning Tourist Tax, the accommodation operator shall promptly record the individual checking in to the register.

4.3.2. The Service Provider shall ensure the services of a confirmed order for the Guest at the date, quality, and price specified in the contract.

4.3.3. The Service Provider is required to provide the service on the highest level expected.

4.3.4. Accommodation Guarantee: If the Service Provider is unable to provide services listed in the Contract to its own fault (e.g.: overbooking, temporary operational problems, etc) the Service Provider shall provide / offer the services contained in the contract in another (same or higher category) hotel for the confirmed price and period, or until the incapacitation is resolved. All additional costs of providing replacement accommodation are borne by the Service Provider. If the Service Provider fulfils these obligations, or if the Guest has accepted the replacement accommodation offered, the Contracting Party may not claim subsequent compensation.

4.3.5. the Service Provider undertakes to investigate the written complaint of the Guest, and to take the necessary steps to remedy the problem, and to record it in written.

4.3.6. The hotel staff is responsible for the peace of the Guests in the area within the hotel and on the terraces.

4.3.7. If, the Guest becomes ill during the period of using the services in the Hotel, and is unable to act in its own best interests, the Service Provider is to offer medical assistance. The possible medical expenses are charged to the Guest. In case of illness / death of the Guest, the Service Provider lays claim for expense-compensation from the relative, heir, or bill payer of the patient / deceased.

4.3.8. The Service Provider is responsible for the damage, suffered by the occupying Guest due to loss, destruction or damage of his/her things, unless the damage was by unavoidable reasons beyond the scope of hotel employees and guests, or was been self inflicted. The Service Provider's liability does not cover the damages that are resulting from violating code of conduct of the Hotel policy by the Guest.

4.3.9. According to § 467. of the Civil Code, the Service Provider's depository liability exists for the occurring damages in things of the Guest:

- placed in the appointed location or generally assigned place.
- placed in the safety deposit box in the room
- given over to the hotel staff member, who was thought entitled to take it over.

4.3.10. The Service Provider is responsible for valuables, securities, and cash only if:

- explicitly took over for preservation, became aware of the value, and recorded a receipt about the takeover in writing.
- explicitly denied in writing the takeover for preservation
- the damage occurred for a reason for which the Service Provider is responsible, according to the general rules.

In these cases, the burden of proof lies with the Guest.

4.3.11. Termination of the service obligation: If a Contracting Party provided the accommodation services by the use of advance payments, and does not arrive at the check-in date (written cancellation is not received), the service Provider shall validate the total amount (defined in the contract) paid in advance as a penalty. In this case, the accommodation shall be reserved for the Contracting Party until 12:00 noon on the day following the date of arrival. Thereafter, the obligation on the Service is terminated.

4.4. Rights of the Service Provider

4.4.1. The Service Provider is allowed to immediately terminate the contract on accommodation services, thus refuse the provision of services, if:

- The Guest does not use the provided room or facility properly.
- The Guest does not empty the provided room till 11:00 am on the day of departure the Service Provider has not contributed in advance to extend the stay.
- The Guest behaves against the hotel's policy, objectionable or rough with the guests or with the hotel staff, is under alcohol or drug influence, or behaves threatening, abusive, or otherwise unacceptable.
- The Guest is probably suffering from contagious disease, or suspected to be self- and/or public menace.
- The Contractor fails to fulfil the advance payment obligation by the specified date specified in the Contract.

4.4.2. If necessary, the reception service is entitled to check the Guests entering to determine their identity.

4.4.3. Lien: The hotel is entitled to a lien on things the Guest took to the hotel, to guarantee the claims arising from services provided. According to the right of lien, the Hotel is entitled to prevent the removal of the Guest's movable assets, until the Guest does not pay the service fee. The Service Provider's duty to keep the movable assets of the Guest for 6 months. The preservation period begins at the time of the departure of Guest, or at the time of the damage. The Service may exercise his right of lien proportional to the claim. If the Guest does not redeem the movable assets retained by the Hotel under statutory lien during the preservation period, the Service Provider is entitled to pass them to business entity or individual entrepreneur eligible for second-hand sales in order to sale. The licensed second-hand seller transfers the hotel's announced claim to the Service Provider from the sum of the sold movable assets, and manages the remaining amount on a blocked account the owners' benefit without interest. The Guest shall be notified about the outcome of the sale, with the account. If the owner appears for the remainder of the purchase price, it shall be transferred.

4.4.4. In case the Guest fails to comply the payment by the day of departure (check-out), or within the date pre-agreed in the contract or stated on the invoice issued, the Service Provider may oblige the Guest to pay a default interest, that is 2/365th of the central bank's prime rate per day. The Service Provider is entitled to charge all the costs (e.g.: attorneys' fees, spending, taxes) of the claim enforcement (e.g.: recovery, request order for payment) to the Guest, who is obliged to pay these too.

4.5. Vis Maior

By the reason or unforeseen compelling circumstances, unavoidable obstacle (e.g.: war, fire, flood, rigors of weather, power shortage, strike) over which the Parties has no control (vis maior), any of the parties shall be released from their duties arising from the Contract, until this reason or circumstance exists. The parties agree to use their best endeavours to keep the possibility of occurring these causes and circumstances at the lowest possible level, and to correct the damage or delay caused as soon as possible.

5. Privacy Policy

5.1. Data Management

5.1.1. By subscribing to the newsletter of the User / Guest contribute to manage the information provided. The Service Provider manages the data as long as the involved Guest does not requests its deleting.

5.1.2. The Service Provider protects the data particular against unauthorised access, alteration, disclosure, erasure or destruction, as well as against accidental destruction or damage. The Service Provider does not assume any responsibility for already deleted, but still been archived former web pages by internet search engines. The removal has to be provided by the operator of the search page. The Service Provider does not assume any responsibility for the

treatment and safety of data, obtained by Mediator in contractual relation with the Service Provider, or by third party acting on behalf of the Service Provider, or by third party misusing the name of the Service Provider.

5.2. Protection of personal data

5.2.1. The Service Provider shall act in accordance with the Law on Protection of Personal Data and on the Law on Disclosure of Information of Public Interest, during fulfilling its contractual obligations. The data managers can only be able to access the personal data given by the Guest. The data manager does not give personal data to third parties, except for those indicated. The Service Provider does not give out personal information to third parties except by prior and explicit consent of the data subject.

5.2.2. The Guest acknowledges that the Service Provider shall publish personal data of the applicant authority authorized by law, if the statutory conditions are met. The Guest can not raise objection against supply of data based on law, authority or court decision.

5.3. Photo documentation

5.3.1. The Guest expressly accepts, that the Hotel's shared areas (except dressing rooms, restrooms, but including the parking lot and the connecting outdoor areas) are recorded by closed-circuit TV system of security reasons, which recordings will be deleted according to the relevant regulations.

5.3.2. Regularly photos and videos or journalistic reports are made on hotel territory, the Guest can obtain information by the reception about the exact place and time. If the Guest does not decide otherwise, the Service Provider is entitled to disclose the recordings later on any channel (typically: Internet and broadcast media, printed press, the Hotel's own printed media, web pages, image and video sharing sites). The Guest has the right to ask at the filming/photography site not to appear on the recordings, in which case the Service Provider is obliged to accordingly adjust the made photos/videos.

6. Final Provisions

The legal relationship between the Service Provider and the Guest are governed by the provisions of the Hungarian Laws.

The Service Provider will endeavour to resolve any dispute with the guest arising from the activities without the need of judicial recourse. By the possible settlement of disputes, the parties shall submit the conferring exclusive jurisdiction of the competent, and locally relevant court.

Issues not regulated in contracts, and in confirmations qualifying as contracts between the Service Provider and the Guest, the provisions of these Terms and Conditions, the Civil Code, and the prevailing Hungarian legislation and the provisions of the regulatory requirements apply.

Detailed above General Terms and Conditions are valid from the date 01.02.2014 until withdrawal.

Eger, 2014-01-15.