

GENERAL TERMS AND CONDITIONS

1. Service Provider

Company name:	Ambra Hotel Kft.
Registered office:	1077 Budapest, Kisdiófa u. 13.
Company registration no.:	01 09 869558
Tax no.:	13716475-2-42
EU tax no.:	HU13716475
HUF bank account number:	1160 0006 0000 0000 8449 7161
IBAN:	HU89 1160 0006 0000 0000 8449 7161
SWIFT:	GIBAHUHB
EUR bank account number:	1160 0006 0000 0000 8449 7161
IBAN:	HU18 1160 0006 0000 0000 8449 7178
SWIFT:	GIBAHUHB

2. General provisions

2.1. These “General Business Terms and Conditions” regulate the use of accommodation and related services provided by the Service Provider.

2.2. Special, individualised conditions do not constitute part of these General Business Terms and Conditions, but this does not exclude separate agreements being drawn up 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 shall be used by the Guest.

3.2. In the event of an order for services being placed directly with the Service Provider, the Guest is the Contracting Party. If the terms and conditions are met, the Service Provider and the Guest shall jointly 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 cooperation shall be regulated by the Contract concluded between the Service Provider and the Agent. In such case, the Service Provider is not obliged to examine whether the representation of the Guest by the third party is lawful.

4. The contractual relationship

4.1. Upon written or verbal inquiry by the Guest, the Service Provider shall make an offer in writing.

Rooms may be reserved subject to availability; reservations are confirmed by the Service Provider in the order in which they are received.

4.2. The Contract shall enter into effect when the Guest's reservation, made verbally or in writing, is confirmed by the Service Provider in writing, thereby constituting a written contract. No verbal booking, agreement, modification or verbal confirmation of such by the Service Provider shall constitute a contract.

4.3. The content of the Contract shall cover: the subject, location, duration and price of the services. It shall also include the conditions for payment, cancellation and modification.

4.4. The Agreement on the use of accommodation services is for a specified duration.

- If the Guest checks out prior to the end of this specified duration, the Service Provider is entitled to the full value of the services stipulated in the Contract. The Service Provider is entitled to resell any room vacated before the end of the duration of the contract.
- Any extension of the period of use of the accommodation services requested by the Guest is subject to the prior, written agreement of the Service Provider. The Service Provider shall prepare a separate quotation for the additional nights.

4.5. The Contract may only be modified and/or supplemented by a written agreement signed by the Parties.

5. Beginning and end of stay/ check in; check out/

5.1. The Guest is entitled to occupy the room(s) that they have reserved, such reservation having been confirmed by the Service Provider, from 2:00 p.m. on the day specified in the Service Agreement, and to use them until 11:00 a.m. on the check-out day specified in accordance with the duration of the Contract.

5.2. The Service Provider shall offer the Guest the option of early arrival or late departure for a fee, subject to occupancy of the Hotel.

5.3. The Service Provider is entitled to withdraw from the Contract if the Guest does not show up at the Hotel and check in at the reception desk by 11:59 p.m. on the check-in day according to the Contract, and does not indicate their intention to arrive late at least 12 hours before arrival

5.4. If the Guest has made an advance payment, but has not shown up, the room(s) shall remain reserved until 12:00 (noon) the following day. If the Guest does not show up and does not indicate their intention to check in later, the Service Provider is entitled to resell the room(s) after 12:00 on the day following the check-in day according to the reservation and receive the cancellation penalty according to the terms of the reservation.

6. Rates

6.1. The Service Provider's room rates (rack rate) are on display in the hotel rooms or the front office of the hotel. The price lists of other services are available at reception.

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

6.3. When publishing their rates, the Service Provider shall indicate the tax portion of the rates (VAT, Local Tax) valid at the time of the offer, as required by law. The Service Provider shall transfer all additional burdens arising from any amendment to the applicable tax law (VAT, local tax) to the Contracting Party, following notification thereof.

6.4. Current discounts, sales and other offers are announced on the hotel's website. Discounts advertised always apply to individual room bookings. Discounts advertised may not be combined with any other discounts.

In the case of reservations of the Service Provider's products subject to special conditions, group reservations or events, the terms and conditions shall be set down in an individual contract.

The Guest may benefit from any discounts in accordance with the provisions of the individual contract.

7. Child discounts

7.1. Child discounts:

- From 0-5.99 years old: free of charge in a standard room with a cot or sleeping in the same bed as the parents
- From 6 to 11.99 years old:
 - 1 adult + 1 child (6-11.99 years old) standard room price for 1 person with breakfast + 20 Eur surcharge
 - 2 adults + 1 child (6-11.99 years old) Standard room price for 2 people with breakfast + 20 EUR surcharge
 - 1 adult + 1 child (0-5.99 years old) + 1 child (3-11.99 years old) standard room price for 1 person with breakfast + 20 EUR surcharge
- Over 12 years of age: same conditions as for a full-price guest

7.2. It is not possible to place an extra bed in the room.

8. Payment terms

8.1. Depending on the type of reservation, payment for the services ordered may be paid for at the hotel in cash (in HUF or euro), by a bank card specified as accepted by the Service Provider, by bank transfer, or by payment via the website. The exchange rate of the prices shall be Erste Bank's selling rate for foreign currency valid on the day of payment.

8.2. In the case of bank transfer - unless the contract concluded with the Service Provider stipulates otherwise - the Guest is obliged to transfer payment for the services ordered to the hotel's bank account, before the deadline specified in the quotation. This shall be done in such a way that either the given amount is credited to the hotel's bank account by the payment deadline, or the transfer is verified by an irrevocable statement issued by the Guest's bank, confirming that the transfer has taken place. Any bank charges shall be charged to the paying party (Guest). The Service Provider only considers reservations as confirmed, when the full amount specified in the quotation has been received in the hotel's bank account.

8.3. Depending on the conditions of the reservation, it is possible to guarantee an individual room reservation by entering bank card details, while at the same time approving the charge, or paying in advance.

8.4. Other payment methods available at the hotel: Széchenyi Pihenőkártya, vouchers issued by the hotel and/or a contractual partner of the hotel.

8.5. The Service Provider reserves the right to request a guarantee from the Contracting Party or the Guest to offset the value of additional services used by the Guest, i.e. consumption of services at the hotel over and above the services ordered. Such guarantees may include the following:

a) credit card guarantee: depending on the length of stay, an advance fee or deposit will be determined, which will be blocked on the credit card until departure,

b) advance fee: the deposit may also be settled in cash upon arrival. The unused amount shall be refunded upon departure; the Guest shall not be entitled to charge interest on this amount.

8.6. Advance communication of the data required for payment by bank card, detailed description of the payment process and conditions:

a) bank card guarantee and remote manual debiting of the bank card

After ordering the services selected, the Guest shall enter their bank card details through the Service Provider's own secure reservation systems. The data received shall be stored securely by the Service Provider. In accordance with the conditions of the reservation, the Service Provider may charge for it manually on its own POS terminal. The Service Provider accepts VISA, MasterCard and American Express cards for manual debits.

b) Payment via OTP SimplePay payment link

After ordering the services selected, the Service Provider shall send an OTP SimplePay payment link to the Guest by e-mail, via which the Guest may pay with their bank card by way of an encrypted transaction. After opening the payment link, the Guest may finalize the payment by entering their card number and expiration date on the OTP SimplePay payment server and clicking on the "Payment" button. The system accepts VISA and MasterCard cards.

c) Payment via Worldline/Six Payment Services

After ordering the services selected, the Guest will be redirected to the Six Payment Services website, where they may pay with their bank card through an encrypted transaction used by Six Pay. When choosing the payment method, the Guest may finalize the payment by clicking on "payment by bank card" and then entering the card number and expiry date on the Six Payment Services payment server. The system accepts VISA and MasterCard cards.

Bank cards issued exclusively for electronic use are only accepted if their use is authorized by the issuing bank. The Guest shall check with their bank whether their card can be used for online purchases. The Service Provider is not liable to the Guest for any damage or costs arising from this.

The Service Provider shall store the data generated and acquired during the order, i.e. it may use the name of the cardholder or person placing the order only for the purpose of executing a transaction authorized by the cardholder. The Service Provider does not have any other data generated during the transaction.

The guest must notify the cardholder (Guest) of a payment claim in writing immediately after using the service, but at the latest within 3 days. The Service Provider will decide on the method and extent of possible compensation within 15 days of receiving the complaint.

9. Cancellation conditions

9.1. Notification of cancellation of an order shall be made in writing in all cases.

9.2. It is possible to cancel the accommodation service without penalty, in accordance with the cancellation conditions specified in the quotation.

- If the Contracting Party has not guaranteed the use of the accommodation services by advance payment, credit card guarantee, or in other ways stipulated in the Contract, and the Guest does not arrive by 5:59 pm on the day of arrival, the Service Provider's obligation to provide a service shall cease after 6:00 pm local time on the day of check in.
- If the Contracting Party has guaranteed the use of the accommodation services by advance payment, credit card guarantee, or in other ways stipulated in the Contract, and does not arrive by 11:59 pm local time on the day of check in, or does not indicate in advance that they will arrive at a later time, the Service Provider is entitled to a penalty in the amount specified in the Contract, but at least one day's accommodation fee. In such case, the accommodation shall be reserved for the Contracting Party until 12:00 (noon) on the day following the day of check in, after which the Service Provider's obligation to provide a service shall cease.

9.3. In the case of reservations of products subject to special conditions, group travel, or events, the Service Provider establishes conditions set out in a separate contract, which shall differ from the above.

9.4. In the event of cancellation of the service by the Contracting Party, the Service Provider has 30 days to repay the amount of the advance paid, in accordance with the cancellation conditions.

10. Manner of and conditions for using the service

10.1. The Guest may book the hotel room from 2:00 p.m. on the day of arrival (check in) and shall leave by 11:00 a.m. on the last day of stay (check out). When a guest arrives, they shall prove their identity with documents in accordance with the legal regulations before occupying the room. In case the Guest is unable to provide documentation for identification, the Service provider does not accept responsibility for not being able to provide accommodation, and reserves the right to collect a cancellation fee.

10.2. The hotel does not accept guests with infectious diseases.

10.3. At the same time as completely and signing the registration card, the Guest shall accept and is obliged to comply with the General Terms and Conditions of ROOMbach Hotel Budapest Center. The Guest is obliged to comply with the policy of each service area. Information required during your stay can be found in the Guest Information on the hotel's website. In addition, the hotel's reception is staffed 24 hours a day.

10.4. The hotel is not responsible for injuries caused by the Guest. The hotel may charge for the costs incurred due to intentional damage by the Guest.

10.5. The entire hotel premises are non-smoking.

10.6. If the Guest wishes to occupy the room before 09:00 a.m. on the day of arrival, subject to availability, the price of the previous night shall be charged.

10.7. After 11:00 a.m. on the last day of the contractual stay, the Service Provider shall charge a room extension fee. The Guest may enquire about the rate at the hotel reception.

11. Pets

11.1. The hotel does not accept pets.

11.2. If the Guest brings a pet to the hotel without notifying the hotel, the Service Provider may charge an extra cleaning fee and is entitled to terminate the Contract for accommodation services with immediate effect, thus refusing to provide services.

12. Refusal to perform the Contract, ceasing of the obligation to provide services

12.1. The Service provider is entitled to withdraw from the Contract for providing accommodation services without delay, and refuse to provide the services if:

- a) the Guest exhibits abusive, inappropriate, offensive or hostile behavior towards the Service Provider, one of its Hotels, the Service Provider's employees, other guests, or other third parties acting in the Service Provider's sphere of interest, or other circumstances make further cooperation with the guest impossible;
- b) the Guest does not use the room or the building made available for their use in a proper manner;
- c) the Guest does not comply with the safety or security provisions or the house rules for the hotel, they behave with the employees in an objectionably rude manner, are under the influence of alcohol or drugs, or display menacing, offensive or otherwise unacceptable conduct;
- d) the Guest suffers from an infectious disease or does not comply with protective measures introduced by legislation or the Service Provider in an epidemic situation;
- e) the Contracting Party does not meet his/her advance payment obligation by the set deadline.

12.2 The occurrence of any of the cases listed in article 12.1 entitles the Service Provider to terminate the Guest's contract for all future accommodation services, cancel reservations and/or refuse to provide services.

12.3. In the event that the Contract between the parties is not performed due to Force Majeure, the Contract shall be terminated.

13. Guarantee for accommodation

13.1. In the event that the Service Provider's hotel is unable to provide the services listed in the Contract through their own fault (e.g. overbooking, temporary operational problems), the Service Provider shall be obliged to provide accommodation for the Guest without delay.

13.1.1. The Service provider shall be obliged:

13.1.1.1. to provide/offer the services listed in the Contract at the rate and for the period confirmed, – or until the termination of the incapacitation – in other accommodation of the same or of higher category.

All excess costs of the replacement accommodation shall be borne by the Service provider;

13.1.1.2. to provide the possibility for the Guest to make a phone call free of charge in order to make any notifications necessary about the change of accommodation;

13.1.1.3. to provide transfer free of charge for the Guest to move to the offered replacement accommodation, and if applicable for moving back to the hotel later.

13.1.2. If the Service provider fully meets these obligations, and if the Guest has accepted the replacement accommodation, no subsequent claim for compensation shall be accepted.

14. Illness or death of the Guest

14.1. In the event that during the time of using the accommodation services the Guest is taken ill and is not able to care for themselves on their own, the Service Provider shall offer medical assistance.

14.2. If the Guest falls ill or dies, the Service Provider will require financial compensation from the dependent, heir or person settling the Guest's accounts, for any medical costs, the value of services used prior to death and any incidental damages caused to hotel fixtures and fittings related to the illness/death.

15. Rights of the Contracting Party

15.1. Pursuant to the Contract the Guest is entitled to use in a proper manner both the room ordered and facilities of the hotel which belong to the usual service sphere, and are not subject to special conditions.

15.2. During their stay at the hotel, the Guest may complain about the performance of the services provided by the Service Provider. During this period the Service Provider is obliged to handle complaints delivered verbally at reception, on the phone, or in writing (or recorded in writing by the Service Provider).

15.3. Any right of the Guest to lodge a complaint terminates after their departure from the hotel.

16. Obligations of the Contracting Party

16.1. The Contracting Party is obliged to settle the value of the contractually ordered services by the date and by a payment method stipulated in the Contract.

16.2. The Guest shall ensure that any children under the age of 18 for whom they are responsible shall remain in the Service Provider's hotel only while under adult supervision. Parents are fully responsible for any damages caused by their children.

16.3. The Guest shall not bring in any of their own food or drink to any units of the hotel.

17. The Contracting Party's liability for compensation

The Guest shall be held liable for all damages and inconvenience suffered by the Service Provider or any third party caused by the Guest, anyone accompanying the Guest and anyone for whom the Guest is responsible. This liability remains in effect even if the aggrieved party has the right to claim compensation for their damages directly from the Service provider.

18. Rights of the Service provider

In the event if the Guest does not fulfil their obligation to pay fees related to the used or contractually ordered but unused services carrying a penalty, the Service provider – to ensure his claim – has a right of pledge on the Guest's personal belongings that they have taken with them to the hotel.

19. Obligations of the Service provider

The Service provider shall be obliged to:

19.1. provide the accommodation and other services ordered based on the Contract in line with the valid provisions and service standards,

19.2. examine the written claim of the Guest and take steps to remedy the problem, which is also to be recorded in writing.

20. Liability of the Service Provider for damages

20.1. The Service Provider assumes responsibility for any damage to the Guest that occurred within its facilities, caused by the Service Provider or its employees.

20.2. The Service Provider's responsibility does not extend to damage arising from unavoidable causes beyond the control of the Service Provider's employees and guests, or damage caused by the Guest themselves.

20.3. The Service Provider may designate places in the hotel where the Guest may not enter. The Service Provider assumes no responsibility for any damage or injury that may occur in such places.

20.4. The Guest must report any damage to the hotel immediately and provide the hotel with all the necessary data to clarify the circumstances of the damage and possibly to record a police report or for a police procedure.

20.5. The Service Provider shall only be responsible for valuables, securities and cash if such items have been explicitly handed over and documented for safekeeping.

20.6. The Service Provider is not responsible for personal items left in the Service Provider's public spaces or rooms.

20.7. The Service Provider assumes no responsibility for valuables left in any vehicle in the Service Provider's parking lot. However, the Service Provider shall investigate any damage occurring to parked vehicles and, if the damage is attributable to the Service Provider's own negligence, they shall compensate the Guest for it.

20.8. The upper limit of the amount of compensation is fifty times the amount of the daily room price according to the Contract, unless the damage is less than this.

20.9. The Guest acknowledges that the hotel is obliged to perform the service ordered in accordance with the law, statutory regulations and the standards of the service undertaken by the hotel. The Guest acknowledges that the hotel is not responsible for any loss resulting from the fact that certain services cannot be used, or can only be used to a limited extent, due to statutory restrictions. The Guest acknowledges that he is not entitled to a price reduction or refund in such cases.

21. Privacy Policy

21.1. In fulfilling its obligations contained in the Contract, the Service Provider is obliged to act in accordance with the legislation on data protection and the disclosure of data of public interest.

21.2. The Parties agree that - in addition to the mandatory information required by law, data of public interest and data that is made public in the public interest - this Contract, as well as any information and data concerning the other Party that comes to their attention during the performance of it or in connection with it, which the other Party has not yet made public, and/or the disclosure of which could have adverse consequences for the other Party or another person related to it, could result in their being judged adversely, or would harm or endanger their financial, economic, market interests, are required to be treated as a business secrets (hereinafter: Secrets). Such Secrets may be used solely for the purpose of fulfilling this Contract and may not be disclosed to unauthorized persons (including, in particular, but not limited to the press, media, any other news, communication organization, person or social media, such as facebook, X (formerly twitter), instagram etc. The Parties shall not disclose information which is classed as Secret, provide it to unauthorized persons or make it available to such persons, without the other Party's prior written permission.

21.3. In the event of the termination of this Contract for any reason, the Parties shall be bound by the obligation of confidentiality for an indefinite period, beginning from the last day of the contractual relationship.

21.4. In matters not regulated above, the provisions of the Hungarian law LIV. of 2018 on business secrets shall apply.

22. Consumer protection and data protection

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

23. Force majeure

Force majeure is any event, circumstance or event that cannot be foreseen, cannot be prevented by the party or parties, and which precludes the fulfillment of the rights or obligations of the Party or Parties contained in this Contract (hereinafter: Force Majeure). From the Services Provider's side, particularly but not exclusively the following are considered to be Force Majeure:

- natural disasters: earthquake, fire, epidemic, drought, frost damage, flood, windstorm, lightning, etc.;
- certain political-social events: such as war, revolution, insurrection, sabotage, closure of a transport route (airport);
- certain state measures, epidemiological restrictions, import-export bans, currency restrictions, embargo, boycott and the like;
- serious malfunction;
- radical market changes that make contractual performance impossible (such as a drastic price increases, an extraordinary weakening of the currency of payment, etc.).

In the event of Force Majeure, the Service Provider is obliged to notify the other party of the fact of the event, as well as the extent to which it affects the performance of the service it provides. In other respects, the Service Provider is obliged to do everything in order to manage the situation.

24. Law applicable to the contractual relationship between the Parties, court of jurisdiction

The contractual relationship between the Service Provider and the Contracting Party is governed by the provisions of the Hungarian Civil Code. Any legal dispute arising from this Contract shall be settled by the court having jurisdiction according to the place of service.

Table of Contents

1. Service Provider.....	1
2. General provisions.....	1
3. Contracting Party.....	1
4. The contractual relationship.....	2
5. Beginning and end of stay/ check in; check out/	2
6. Rates.....	3
7. Child discounts.....	3
8. Payment terms	3
9. Cancellation conditions	5
10. Manner of and conditions for using the service.....	5
11. Pets.....	6
12. Refusal to perform the Contract, ceasing of the obligation to provide services.....	6
13. Guarantee for accommodation	7
14. Illness or death of the Guest	7
15. Rights of the Contracting Party.....	7
16. Obligations of the Contracting Party	8
17. The Contracting Party's liability for compensation	8
18. Rights of the Service provider	8
19. Obligations of the Service provider	8
20. Liability of the Service Provider for damages.....	8
21. Privacy Policy	9
22. Consumer protection and data protection.....	10
23. Force majeure.....	10
24. Law applicable to the contractual relationship between the Parties, court of jurisdiction	10