

Domaine Edegger Winery and Apartment, Badacsony
GENERAL TERMS AND CONDITIONS
Effective from January 1, 2020

I. Introduction

The operator of Domaine Edegger Winery and Apartment (hereinafter: **Domaine Edegger**) hereby draws the attention of all its visitors that if they wish to use its services, they should carefully read the currently effective General Terms and Conditions (hereinafter: **GTC**), as well as the Privacy and Data Protection Policy, and order our services only if they agree with every provision of the GTC, consider them binding upon themselves, and have understood and accepted the Privacy and Data Protection Policy.

We welcome our dear guests and wish them a pleasant stay, refreshing recreation, and a relaxing experience full of enjoyment.

All employees of our apartment do everything possible to achieve these goals; however, the cooperation of guests is also indispensable. For this reason, we consider it necessary that the rules set out below be observed and complied with.

II. Definitions

The expressions and terms used in these GTC shall have the following meanings:

Service Provider: EDEGGER KFT.

Registered office: 8261 Badacsony, Római út 149.

Service address: EDEGGER KFT., 8261 Badacsony, Római út 235.

Company registration number: 19-09-505332

Tax number: 11991841-2-19

Website: www.domaine-edegger.com

Telephone: +36 30 113 2150

E-mail: office@domaine-edegger.com

Guest: the contracting party entering into the Service Agreement with the Service Provider, who in practice is the natural person using the Service Provider's services and who does not fall within the definition of a Person Staying Together with the Guest.

Person(s) Staying Together with the Guest / Joint Occupant(s): the person(s) arriving together with the Guest and staying in the Room together with the Guest, and who, together with the Guest, use the accommodation service and/or additional service(s). In accordance with the hotel's business policy, only persons over the age of 14 are accepted.

Payer: a natural or legal person, or a business association without legal personality, who pays the consideration due to the Service Provider for the use of the services. The Payer may be the Guest, a Person Staying Together with the Guest, or a third party.

Parties: the Guest and/or the Payer, and the Service Provider.

Consideration / Price / Fee: the monetary fee due to the Service Provider for the use of the service, payable by the Guest or the Payer.

Part of the Consideration: a specified portion of the Consideration.

Pre-authorization: a bank card authorization operation that is not immediately followed by the execution of the financial transaction. This authorization is made for the expected amount of the transaction, to the extent of which the balance of the bank account or credit account is blocked. The blocking does not constitute an actual charge; it merely ensures coverage for the actual amount of the transaction. It remains in force for the period determined by the issuing bank, but no later than until the end of the settlement stage of the transaction (the charging of the actual transaction amount), or until the transaction fails. This point in time is individual and may vary depending on the regulations of the card issuer and credit institutions.

Additional Service: any other service provided by the Service Provider to Guests in order to make leisure time more enjoyable, preserve health, or improve physical well-being, which does not form part of the given type of accommodation service, provided that the Service Provider offers or ensures such service to Guests at the time of service. The range and consideration of different types of Additional Services available during a given period are published by the Service Provider on the website or, at the request of the Guest(s), the Guests are informed before or during the provision of the accommodation service, depending on when the need for the Additional Service(s) arises, but always before use. The range of Additional Services changes and may change during different periods of the year.

Accommodation service: the provision of accommodation in the Hotel for non-permanent stays including overnight stay and rest, together with other services directly related to the provision of such accommodation, such as restaurant services, breakfast, or half-board, which are not classified as Additional Services.

Room: a double or four-bed room established in the Apartment. The currently available room types are listed on the website.

Apartment: Domaine Edegger Winery and Apartment, located at 8261 Badacsony, Római út 235, operated by DOMAINE EDEGGER KFT.

Service: the collective term for the accommodation service and the Additional Service(s).

Website: the www.domaine-edegger.com portal and all its subpages, operated by EDEGGER Kft.

Bank card: a cash-substitute payment instrument that may be issued by a bank to its account-holding customers. The term includes both credit cards and debit cards. The list of bank cards accepted by the Service Provider can be found on its Website and at the apartment reception.

III. Governing Legislation

The non-exhaustive list of laws specifically named or unnamed in these GTC, which govern the legal relationship between the Service Provider and the Guest, is as follows:

- Act V of 2013 on the Civil Code (hereinafter: **Civil Code**),

- Act CLXIV of 2005 on Trade,
- Act LXXVI of 2009 on the General Rules for Starting and Pursuing Service Activities,
- Act CLV of 1997 on Consumer Protection,
- Act XLVII of 2008 on the Prohibition of Unfair Commercial Practices against Consumers,
- Act CXII of 2011 on Informational Self-Determination and Freedom of Information,
- Act C of 1990 on Local Taxes,
- Government Decree 239/2009 (X.20.) on the Detailed Conditions for Carrying Out Accommodation Services and the Procedure for Issuing Accommodation Operating Licenses,
- Regulation (EU) 2016/679 of the European Parliament and of the Council on the protection of natural persons with regard to the processing of personal data and on the free movement of such data,
- Act CLVI of 2016 on the State Tasks Related to the Development of Tourist Areas,
- and, beyond the above, the legislation in force at all times applicable to the Service Provider's economic activities and to the legal relationship between the Parties.

IV. Scope and Amendment of These GTC

These GTC are published on January 1, 2020, and remain valid until amended.

The personal scope of these GTC extends to the Service Provider, the Guest and/or the Payer, and the Person(s) Staying Together with the Guest.

The Guest and the Payer acknowledge that pursuant to Section 6:191 (4) of the Civil Code, the Service Provider is entitled to amend the provisions of these GTC unilaterally for the future, in which case the affected parties shall be informed of the fact and content of the amendment by publication on the website, provided that the amendment shall not affect Service Agreements concluded before the amendment but not yet terminated.

V. General Terms and Conditions

1. Conclusion of the Service Agreement

The Service Agreement may be concluded between the Service Provider and the Guest and/or the Payer in various forms:

- If the Service Agreement is concluded verbally, it comes into existence when one Party's offer (hereinafter: **Offer**) is accepted verbally by the other Party, including by telephone. A verbal Offer must be accepted immediately; otherwise, the Service Agreement shall not come into existence. In every case, the Service Provider sends written confirmation (hereinafter: **Confirmation**) of the acceptance of the verbal Offer to the Guest.
- If the Service Agreement is concluded in writing, for example by e-mail, it comes into existence when the Guest accepts the Service Provider's written Offer aimed at concluding a Service Agreement in writing, or when the Guest accepts the Service Provider's written Offer verbally and the Service Provider sends written confirmation of the Guest's acceptance.

By the conclusion of the Service Agreement, the Guest and/or the Payer expressly accept the provisions of these GTC, and they become effective as part of the Service Agreement and remain in force throughout its duration.

The Service Provider shall specify in its Offer the services directly related to accommodation (e.g. breakfast, wellness, etc.). If Additional Services can be ordered by the Guest, the conditions thereof shall be communicated in the Offer.

The Guest may also request from the Service Provider, in writing or verbally, a personalized individual Offer.

If the Guest wishes to accept the Service Provider's Offer with different content, this shall be considered an invitation to make an offer, and the Service Provider shall be entitled either to send a new Offer or to accept the invitation to make an offer.

In the event of a clear and recognizable administrative error (e.g. a price in the Offer that differs by an obvious order of magnitude from the realistic and market price), the Offer shall be deemed null and void, and the Guest is obliged to inform the Service Provider if such a circumstance is noticed. This provision applies to all stages of communication between the Parties relating to the Offer (making the Offer, confirmation, etc.).

If the Service Provider sends confirmation with content differing from the Guest's acceptance – including cases of minor administrative errors – this shall be considered a new Offer, which the Guest may accept or reject. If the Guest accepts the Confirmation regarded as a new Offer, the Service Provider is obliged to confirm it in writing to the Guest.

In practice and generally, the content of the Service Agreement can be known from the Offer sent by the Service Provider or available on the website and at the Apartment reception, together with the relevant order, Confirmation, and these GTC.

An exception applies if the Contracting Parties conclude a separately named Service Agreement for a specifically identified service.

The minimum content requirements of the simplified Service Agreement are contained in these GTC.

If a dispute arises between the Contracting Parties regarding the conclusion and/or content of the Service Agreement, or regarding its termination with or without proper performance, the Party invoking the conclusion and/or specified content of the Service Agreement, or its termination with or without proper performance, shall be obliged to prove it in the event of a legal dispute, regardless of whether it was concluded verbally or in writing (including by e-mail).

If the Contracting Parties conclude an individual written Service Agreement (hereinafter: **Individual Service Agreement**), the provisions of these GTC shall also apply, with the understanding that in the event of deviations or contradictions, the provisions of the Individual Service Agreement shall prevail as the individual agreement between the Parties.

2. Minimum Content Requirements of the Service Agreement

Unless otherwise provided, the Service Agreement shall contain at least:

- the date or duration of the accommodation service, i.e. the day of arrival (hereinafter: **Arrival Day**) and the day of departure (hereinafter: **Departure Day**),
- the name of the Guest,
- the Guest's e-mail address and/or residential address and/or telephone number,
- the number of Persons Staying Together with the Guest,
- the type of accommodation service – including the desired Room type and catering arrangement – or, if several accommodation services are used, their number and, in the case of different accommodation service types, a breakdown by type,
- the amount of the Consideration and the method of payment chosen by the Guest,
- an indication if the Consideration is non-refundable,
- if the Guest and the Payer are not the same person, the name/company name, residential address or registered office of the Payer, and in the case of a company, the Payer's tax number, with the understanding that in this case the Service Provider concludes the Service Agreement with the Payer,
- the requested Additional Service(s), if the Guest had already become aware of them before the start of the accommodation service.

The Service Agreement is concluded for a fixed period (from the Arrival Day to the Departure Day inclusive).

By concluding the Service Agreement, the Service Provider undertakes to provide the accommodation service specified in the Service Agreement and these GTC and, if defined in the Service Agreement, the Additional Service(s) for the Guest and the Person(s) Staying Together with the Guest.

The Guest undertakes to use the Service together with the Person(s) Staying Together with the Guest, if any, assumes responsibility for their conduct, pays the Consideration for the Services used by such persons to the Service Provider in due time, and compensates any damage caused, even if the Payer is a different person but fails to perform on time. The Guest acknowledges that for any payment obligations that may arise toward the Service Provider on the part of the Person(s) Staying Together with the Guest, the Guest assumes joint and several suretyship under Sections 6:416–6:430 of the Civil Code and expressly waives the benefit of prior recourse.

The Guest and the Payer expressly undertake that they shall be jointly and severally liable as sureties under Section 6:427 of the Civil Code for payment obligations arising toward the Service Provider.

The Guest (Payer) acknowledges that the provisions of this section also satisfy the Service Provider's information obligation toward the consumer under Section 6:430 of the Civil Code.

The Service Provider and the Guest may mutually and jointly amend the content of the Service Agreement in writing.

3. Termination of the Service Agreement

The Service Agreement terminates upon proper performance and may also be terminated at any time by mutual written agreement of the Contracting Parties.

The Service Agreement may not be terminated by ordinary notice. Cases of extraordinary termination:

The Guest or the Payer is entitled to terminate the Service Agreement with immediate effect by extraordinary notice if:

- the Service Provider provides the Service under the Agreement to the Guest (and the Person Staying Together with the Guest) in a manner that seriously violates the contract and, despite the Guest's request, fails to restore contractual compliance within a reasonable deadline;
- the Service Provider, a person acting in its interest or for its benefit, or another Guest behaves toward the Guest (and/or the Person Staying Together with the Guest) in a scandalous or intolerable manner obviously contrary to peaceful stay, undisturbed rest, or the requirements of human coexistence, and fails to remedy such conduct despite being called upon to do so;
- the Service Provider, a person acting in its interest or for its benefit, or another Guest suffers from a contagious disease that endangers the health of the Guest (and the Person Staying Together with the Guest). In the event of a contagious disease, the Hotel is obliged to act in accordance with Decree 18/1998 (VI. 3.) NM.

The Service Provider is entitled to terminate the Service Agreement with immediate effect by extraordinary notice if:

- the Guest or the Payer fails or refuses to provide the information necessary for the Service Provider to perform the service properly by the agreed deadline, or otherwise seriously breaches the duty of information and cooperation causing legal disadvantage to the Service Provider;
- the Guest (and/or the Person Staying Together with the Guest) damages the Hotel – including the Room – furnishings, accessories, other movable or immovable property owned or possessed by the Service Provider, and/or uses them contrary to their intended purpose and does not stop despite notice;
- the Guest (and/or the Person Staying Together with the Guest) fails to comply with the Service Provider's safety regulations, order, or these GTC, behaves objectionably or rudely with employees, is under the influence of alcohol or drugs, or shows threatening, insulting, or otherwise unacceptable conduct toward other Guests or any other persons staying in the Hotel, in a manner contrary to peaceful stay, undisturbed rest, or the requirements of human coexistence, and does not stop despite notice;
- the Guest (and/or the Person Staying Together with the Guest) commits a criminal offence;
- if the objectionable conduct is so serious that the Service Provider cannot reasonably be expected to maintain the Service Agreement, the extraordinary termination need not be preceded by prior notice;
- the Guest (and/or the Person Staying Together with the Guest) suffers from a contagious disease endangering the health of other Guests and/or persons staying with them, or persons acting in the interest or for the benefit of the Service Provider; in this case the Guest must leave the Apartment within the time specified in the termination notice together with luggage at their own expense. In case of contagious disease, the Hotel must act according to Decree 18/1998 (VI. 3.) NM. Under that decree, if infection is suspected, the Service Provider is entitled to call a doctor to establish the fact of infection, and the Guest is obliged to tolerate this procedure;

- the Guest or the Payer refuses to provide the Payment Guarantee or the Deposit;
- the Guest or the Payer fails to fulfill the advance payment or supplementary advance payment obligation;
- the Guest (and/or the Person Staying Together with the Guest) does not comply with the laws in force at all times, including but not limited to epidemic regulations and measures determined by the state and by the Service Provider, in which case the Service Provider is entitled to terminate the Service Agreement with immediate effect without any prior or further warning.

In any of the above cases of extraordinary termination, the Guest's or Payer's obligation to pay the Consideration becomes due simultaneously with the extraordinary termination.

If the Service Agreement is terminated by extraordinary notice by the Guest or the Payer for any of the reasons specified above, they are obliged to pay the Service Provider the Consideration for the Services already used. The payment obligation becomes due at the time of extraordinary termination. In this case, the Guest or the Payer is not obliged to pay for Services not yet used. If the Guest or the Payer has already paid for Services not yet used (e.g. by advance payment), such amount shall be refunded by the same method by which it was paid.

If the Service Agreement is terminated by extraordinary notice by the Service Provider for a reason attributable to the Guest or the Payer, the Service Provider may claim the full amount of the Consideration under the Agreement, but may at its discretion waive it in whole or in part.

These rules do not affect the Service Provider's or the Guest's/Payer's obligation to pay damages under the law.

The Service Agreement terminates upon the death of the Guest or the cessation of the Guest without legal successor.

If the Guest falls ill during the use of the accommodation service and is unable to act in their own interest, the Apartment will offer medical assistance. The Guest uses the offered medical assistance at their own responsibility and risk. The doctor is not an employee, agent, or contributor of the Service Provider, and the Service Provider excludes liability for the diagnosis, the therapy applied, and its consequences. In the event of the Guest's illness/death, the Service Provider claims reimbursement of its costs from the sick/deceased person's relative, heir, or bill payer, including any medical and procedural costs, the value of services used before death, and any damage to equipment or furnishings in connection with the illness/death.

If the Service Agreement cannot be performed due to **force majeure**, it shall terminate.

Force majeure means a cause or circumstance (e.g. war, fire, flood, severe weather, power shortage, strike) beyond the control of either party, as a result of which either contracting party is released from performing obligations arising from the Service Agreement while such cause or circumstance persists. The Service Provider and the Guest (Payer) agree that they will do everything reasonably expected of them and cooperate with each other to minimize the possibility of such causes and circumstances and to remedy the resulting damage or delay as quickly as possible.

4. Improper Conduct

In order to ensure the peace of Guests, after 10:00 p.m. it is forbidden on the Hotel premises – except in the case of events or programs organized or permitted by the Apartment – to make noise, play music, engage in activities involving noise or disturbance, use sound effects, or watch television/listen to the radio in the room at a disturbing volume, etc.

Regardless of the time of day, any conduct or behavior that disturbs the peace, safety, sense of security, or privacy of others, qualifies or may qualify as harassment, or is suitable for intimidating others, is prohibited on the Hotel premises.

An employee of the Apartment is entitled to warn a disorderly and/or noisy Guest (and/or the Person Staying Together with the Guest). The first warning is free of charge; for the second and third warnings, the Apartment will charge HUF 40,000 each to the room account of the warned Guest (and/or the Person Staying Together with the Guest). After the third warning, the Apartment is entitled to terminate the Service Agreement unilaterally with immediate effect and to expel the Guest (and/or the Person Staying Together with the Guest) from the apartment without any obligation to refund and/or pay compensation.

The Apartment excludes liability for any harm caused to another guest by the conduct of the Guest (and/or the Person Staying Together with the Guest).

Improper conduct also includes bringing onto the Hotel premises items that are not usual, in particular but not limited to expressly prohibited items such as:

- items exceeding a value of HUF 1,000,000,
- corrosive or flammable chemicals or substances as defined by law,
- materials classified by law as fire-hazardous and/or explosive,
- particularly expensive or highly valuable valuables, museum objects,
- fireworks, firecrackers, their parts or components,
- waste or anything harmful to the environment or health,
- psychotropic substances,
- any item the possession of which violates the law and/or constitutes a criminal offence.

Animals may only be brought onto the Apartment premises with the Service Provider's prior permission.

The Apartment may, upon the Guest's (and the Person Staying Together with the Guest's) prior written request, authorize in writing the bringing in of otherwise prohibited items.

If the Guest (and the Person Staying Together with the Guest) brings a prohibited item onto the Hotel premises without prior written permission, the Hotel may remove or have it removed at the Guest's expense.

The Hotel excludes liability for damage to items brought in without permission.

The Guest (and the Person Staying Together with the Guest) bears full legal and financial responsibility for any damage or injury caused by an item brought in without permission to another guest, third party, or the hotel.

The Guest must comply with the Hotel's smoking rules, which strictly prohibit smoking in the room. If smoking is detected, a special cleaning fee of HUF 100,000 will be charged to the Guest.

5. Rights and Obligations of the Parties – Contractual Rights and Obligations of the Service Provider

The Service Provider reserves the unilateral right to request a payment guarantee from the Guest or the Payer upon arrival – bank card pre-authorization, cash deposit, or payment of the value of pre-ordered services (accommodation, meals, and other services) – for unpaid basic and extra services (hereinafter collectively: **Payment Guarantee**). The Service Provider informs the Guest upon arrival of the fact and amount of the Payment Guarantee, which the Guest accepts in writing. The daily amount of the Payment Guarantee may not exceed the daily room rate specified in the Service Agreement, provided that the Service Provider reserves the unilateral right to request additional collateral of a deposit nature (**Deposit**) exceeding the Payment Guarantee. The Service Provider reserves the right to terminate the Service Agreement with immediate effect if the Guest or the Payer refuses to provide the Payment Guarantee and/or the Deposit.

The purpose of the Advance Payment, the Payment Guarantee, and the Deposit is to serve as security for the Service Provider in case the person providing the security fails to fulfill obligations undertaken in the GTC and/or in the Individual Service Agreement; in that event, the Service Provider may satisfy its claims from the Payment Guarantee and/or the Deposit. Accordingly, both the Payment Guarantee and the Deposit are collateral of a pledge-like nature under the Civil Code.

If the Guest or the Payer fails to pay the fees for extra services used or services ordered under the Service Agreement at the Guest's or Payer's expense, the Service Provider may enforce this claim directly against the Guest or the Payer as surety.

The Service Provider's security service is entitled, with due respect for personality rights, to remove from the premises any person who endangers the peace and security of any activity of the Service Provider. In such a case, the Service Provider shall bear no liability for damages either toward the Guest or the Payer or toward the affected person.

The Service Provider is obliged to:

- perform the accommodation, catering, and other services ordered under the Service Agreement with appropriately qualified staff and in accordance with applicable regulations and service standards,
- investigate the written complaint of the Guest (and/or the Person Staying Together with the Guest), take the necessary steps to handle the issue, and document the results of the investigation and the measures taken.

6. Rights and Obligations of the Parties – Contractual Rights and Obligations of the Guest

Under the Service Agreement, the Guest (and the Person Staying Together with the Guest) is entitled to use, in accordance with their intended purpose, the Service Provider's facilities that

fall within the usual scope of services specified in the Service Agreement and are not subject to special conditions.

The Guest (Payer) is obliged to settle the consideration for the ordered services by the deadline and in the manner specified in the Service Agreement, also taking into account the rules detailed in Section 2 of these GTC.

The Guest (and the Person Staying Together with the Guest) must at all times comply with the rules relating to the use of the Hotel's services and with the provisions of the GTC in force throughout the Hotel premises.

Smoking is only permitted in designated areas within the Service Provider's facilities. Any damages arising from violation of this rule or from intentional damage shall result in compensation liability for the violator or the person causing the damage.

Parking provided by the Service Provider for the Guest (and the Person Staying Together with the Guest) may be used free of charge. It is an unguarded parking area, and traffic on the premises is governed by the rules of the Highway Code. The Service Provider expressly excludes liability for damage occurring in the parking area.

Costs related to the storage and transport, whether prior or subsequent, of materials or equipment not owned by the Service Provider shall be borne by the Guest (and/or the Person Staying Together with the Guest).

7. Accommodation Guarantee

If, due to its own fault (e.g. overbooking, temporary operational problems, etc.), the Service Provider cannot provide the Services specified in the Service Agreement, it is obliged to arrange accommodation for the Guest without delay.

The Service Provider is obliged to:

- provide/offer the Services specified in the Service Agreement, at the confirmed price and for the agreed period – or until the obstacle ceases – in another accommodation of the same or higher category. All additional costs of providing substitute accommodation shall be borne by the Service Provider;
- reimburse the Guest for the difference between the room rate of the offered substitute accommodation and the room rate of the booked accommodation;
- if the Service Provider fully complies with these obligations and the Guest accepts the substitute accommodation offered, neither the Guest nor the Payer may subsequently assert a claim for damages.

8. Cancellation Terms

The Service Provider shall always individually inform the Guest, at the same time as confirming the ordered service, of the cancellation terms applicable to the ordered service. If the Service Provider does not determine different conditions in the confirmation of the Guest's order, or if the Contracting Parties do not agree otherwise in an Individual Service Agreement, the Service may be cancelled free of penalty up to 1 day before the Arrival Day (local time in Badacsony). In this case, the paid Consideration shall be refunded in full to the

Guest (Payer) by the Service Provider, by the same method by which it was received, whereas in the event of cancellation after that time, the Guest or the Payer shall be obliged to pay a cancellation penalty equal to the full fee of the ordered service.

If the Guest ordered the Service by paying a non-refundable Consideration, the Guest shall not receive a refund of the paid Consideration even if the Service is cancelled. In the case of a non-refundable rate, the conditions of use of the service (arrival and departure dates) may not be modified either.

The Service Provider accepts cancellation, termination, or withdrawal only by means of a definite written declaration.

9. Liability for Damages

Liability of the Service Provider

The Apartment is liable only for damage to items – not excluded from the category of items that may be brought onto the Apartment premises – which the Guest (and the Person Staying Together with the Guest) placed for safekeeping in the designated place, that is, exclusively in the locked safe in the room or the safe provided in the lobby, by handing them over to the employee designated by the Service Provider. Where the Service Provider is liable, compensation for such items shall amount to at most fifty times the daily room rate. The Service Provider's liability is governed by the general rules on damages, subject to the deviations contained in these GTC.

The Service Provider's liability for securities, cash, and other valuables exceeding HUF 1,000,000 exists only if the Service Provider has expressly taken the item over for safekeeping from the Guest; for such deposited items, the Service Provider's liability is unlimited. If the Guest (or the Person Staying Together with the Guest) does not hand over the items referred to in this paragraph for safekeeping, the Guest (or the Person Staying Together with the Guest) shall bear responsibility for their loss, damage, or destruction, and the Service Provider cannot be held liable in any way.

The Service Provider may refuse to take over securities, cash, and other valuables exceeding HUF 1,000,000 without giving reasons, and at the request of the Guest (or the Person Staying Together with the Guest), the Service Provider will look into available safekeeping options, which may be used by the Guest at their own expense.

The Service Provider accepts liability for any damage suffered by the Guest (and the Person Staying Together with the Guest) at the place of service if caused by the fault of the Service Provider or persons acting in its interest.

The Service Provider's liability does not extend to damage events caused by unavoidable reasons outside the scope of the Service Provider's employees, or caused by the Guest (and the Person Staying Together with the Guest) or their own guests or employees.

The Service Provider may designate areas on the service premises that the Guest (and the Person Staying Together with the Guest) or their guests and employees may not enter. The Service Provider assumes no responsibility for any damage or injury occurring in such areas;

such damage shall be deemed to have been caused by the Guest (and the Person Staying Together with the Guest) themselves.

The Guest (and the Person Staying Together with the Guest) or their guests and employees must report any damage suffered by them to the Service Provider immediately and provide all necessary data for clarification of the circumstances of the damage and, if necessary, for drawing up a police report/police procedure.

Liability of the Guest

Unless otherwise provided in these GTC, the Guest is responsible for (i) performing payment obligations arising from the Service Agreement (e.g. payment of the Consideration, use of Additional Services, or use of any hotel services), and (ii) compensating the Service Provider for damages caused by the Guest (hereinafter collectively: **Payment Obligations**).

The Guest is responsible for the Payment Obligations of (i) the Person(s) Staying Together with the Guest and (ii) persons visiting the Guest or the Person(s) Staying Together with the Guest who do not fall into that category (hereinafter collectively: **Affected Persons**).

The Guest expressly undertakes joint and several suretyship under Sections 6:416–6:430 of the Civil Code for the Payment Obligations of the Affected Persons toward the Service Provider and expressly waives the benefit of prior recourse.

If the Consideration is borne by the Payer, the Guest and the Payer jointly and severally assume suretyship under Section 6:427 of the Civil Code for the Payment Obligations of the Affected Persons (in the case of a corporate event, Affected Persons also include persons invited to the Hotel premises by the Payer, e.g. a speaker). The Guest and the Payer expressly acknowledge that, in view of the suretyship, neither may invoke the benefit of prior recourse.

The Guest (and Payer) acknowledges that the provisions of this section also satisfy the Service Provider's information obligation under Section 6:430 of the Civil Code toward the consumer.

If, after the final departure of the Guest or the Affected Persons, it becomes apparent beyond doubt that the Guest or the Affected Persons caused property damage to the Service Provider, another Guest, another Affected Person, or a third party, the Service Provider is entitled to enforce the amount of the damage against the Guest, even from the Payment Guarantee and/or the Deposit. In such case, the Service Provider must preserve the conclusive evidence in its original condition for 3 years and make it available to the acting authority if necessary.

In the cases set out in this section, the Service Provider is entitled to initiate appropriate civil, administrative offence, or criminal proceedings (depending on the facts, these may also be initiated together) against the Guest and/or, if applicable, the Payer.

The amount of property damage caused by the Guest (and/or the Person Staying Together with the Guest) or their guests and employees may be determined by the Service Provider. If the Guest (and/or the Person Staying Together with the Guest) or their guests and employees disputes the amount of damage determined while staying at the Hotel, they may seek remedy from the superior of the employee who established the amount. If the Guest (and/or the

Person Staying Together with the Guest) or their guests and employees still do not accept the established amount of damage, they may take legal steps in accordance with the laws in force.

If either Contracting Party communicates data to the other Party on a digital data carrier or via the Internet, it is obliged to ensure the safety, security, and virus-free condition of the data with appropriate antivirus protection. If either Party fails to fulfill this obligation and damage occurs as a result in the other Party's computer or system, the Party in breach shall compensate the full damage.

10. Occupancy of Rooms and Departure

Check-in

Guests receive room keys. Registration means the accurate completion of the registration form and verification of the Guest's identity. Presentation of identification documents is considered an essential contractual condition for the Apartment. For stateless persons and non-EU citizens, presentation and submission of a stateless person's identity document or passport is mandatory by law.

Rooms may be occupied on the day of arrival between 2:00 p.m. and 4:00 p.m.

In the event of earlier occupation of the room, the Hotel is entitled to charge the surcharge specified in the Service Agreement or Confirmation.

In the event of unforeseeable technical obstacles arising from reasons outside the apartment's control, the Service Provider reserves the right to change the accommodation arrangement.

The wellness area is for private use and includes a duration of 2 hours. Price: HUF 8,000.

VIZA data reporting

Pursuant to Act CLVI of 2016 on the state tasks related to the development of tourist areas, all personal data specified by law of every guest using accommodation services in Hungary must be recorded by the accommodation provider via a document scanner in the accommodation management software and then transmitted to a storage system, the Closed Database of Guest Information (**VIZA**).

For recording the data, the guest using the accommodation service presents to the accommodation provider their identity card, driving licence, or travel document suitable for identification. In the absence of presentation of such a document, the accommodation provider shall refuse the accommodation service. Based on statutory authorization, the accommodation provider is entitled to request the guest's personal identification document, and the guest is obliged to present it.

Check-out

On the day of departure, the Guest (and the Person Staying Together with the Guest) must leave the room together with luggage and brought-in items by 10:00 a.m. and hand in the key received at check-in at the reception.

In the event of later vacating of the room, the Apartment is entitled to charge the surcharge specified in the Service Agreement or Confirmation.

The Service Provider is entitled to resell a Room vacated before the Departure Day.

The Guest or the Payer must settle the consideration for the stay in the apartment, in the manner specified in the Service Agreement, no later than before final departure from the hotel.

If payment is refused for any reason, the Apartment is entitled to retain the items brought into the apartment by the Guest (and the Person Staying Together with the Guest) and enforce a lien on them.

In the event of departure without payment, the apartment will enforce its claim against the Guest or the Payer through legal means in addition to making a police report, and the costs thereof shall be borne by the Guest.

The Apartment may charge the amount of subsequently incurred and unpaid fees to the Guest's or the Payer's bank card.

Visitors

Only Guests registered at the reception (and the Person Staying Together with the Guest) may stay in the Hotel rooms. The Guest (and the Person Staying Together with the Guest) bears joint and several liability for the conduct of their visitor, including any damage caused. The Apartment excludes liability for damage caused by the visitor to the Guest (and/or the Person Staying Together with the Guest) and/or third parties.

The Apartment charges an additional fee for guests exceeding the number of persons specified in the room reservation.

Persons under 18 years of age may not consume alcohol on the Apartment premises or at its events. The parent of the person under 18, or the legally capable person appointed by the parent, is responsible for ensuring compliance with this obligation. The parent or appointed legally capable person bears full legal, moral, and financial responsibility for the consequences of breach of this obligation.

Extension

Extension means increasing the duration of the Service Agreement by at least 1 night.

Any extension of the Service initiated by the Guest requires the prior consent of the Service Provider in every case. In case of extension, the Service Provider may require payment of the fee for services already performed.

The Service Provider is not obliged to fulfill the extension request. The Service Provider decides on extension depending on the occupancy of the Hotel.

The Room and the Service(s) to be extended shall be subject to the rates in force on the original Departure Day, without discounts. The Service Provider may depart from this rule in favor of the Guest as a gesture of goodwill.

The Guest must notify the Apartment reception of the extension request no later than 10:00 a.m. on the Departure Day.

11. Failure to Use the Service

In the case of a Guest who does not arrive without prior notice, if the Guest secured the use of the Service in the manner specified in the Service Agreement, the full Consideration for the ordered Service stated in the Offer accepted and confirmed by the Guest shall be charged.

In this case, the Guest (Payer) shall be obliged to pay the still unpaid part of the Consideration to the Service Provider.

If the Guest (Payer) guaranteed the booking by Payment Guarantee (including pre-authorization based on bank card details), the Service Provider is entitled to charge the bank card account up to the full amount of the Consideration.

If the Guest (Payer) ordered the Service on a non-refundable basis and paid the Consideration, the Guest (Payer) shall not receive a refund even in the event of non-appearance, i.e. failure to use the Service; the Service Provider shall not reimburse it.

In the case of Offers subject to special conditions, the Service Provider may determine conditions differing from the above in an Individual Service Agreement.

12. The Consideration Due to the Service Provider for the Service and Its Payment

The Guest or the Payer must settle the Consideration for the Service in advance by bank transfer, or on site in cash, by bank card, by SZÉP card, or by a combination of these.

The types of bank cards accepted by the Service Provider are published on the Website and at the Vinotéka reception.

The Guest is entitled to pay the Consideration, or part of it, in euros as well, provided that in this case the exchange rate applied is the foreign currency middle exchange rate of the Service Provider's account-holding bank prevailing at the Vinotéka reception at the time of payment, as unilaterally determined by the Service Provider, for conversion of the Consideration expressed in Hungarian forints into euros.

The Service Provider does not differentiate the Consideration arising from the Service Agreement (i.e. accommodation service and Additional Services) by age.

The Consideration consists of three parts:

- consideration for the accommodation service,
- consideration for the additional service,
- taxes (VAT and tourist tax).

The Service Provider issues invoices for the performed services in accordance with Hungarian law; the currency of the invoice issued by the Service Provider for settlement of the consideration for the services performed under the Service Agreement, as well as for the value of extra consumption used by the Guest (Person Staying Together with the Guest) or by the Guest, is HUF.

The Service Provider records both the services included in the Service Agreement and extra consumption in its computer system in every case, and prepares a written receipt serving as proof of performance. The person(s) named in the Service Agreement as using the consumption must acknowledge the receipt concerning such consumption by signature.

If the currency of the price recorded in the Confirmation is not HUF, then in addition to the foreign currency, the amount payable on the invoice issued by the Service Provider shall also be indicated in HUF, together with the exchange rate. Conversion is made at the foreign currency middle exchange rate of the Service Provider's account-holding bank valid on the last day of the period specified in the Service Agreement.

Payment of the invoice issued by the Service Provider by the Guest (Payer) shall be made in the currency stated in the Confirmation. If the transfer is made in a different currency from that specified in the Confirmation, conversion shall be made on the basis of the foreign currency exchange rate of the Service Provider's account-holding bank valid on the day the amount is credited to the Service Provider's bank account.

Bank charges associated with transferring the total amount of the invoice shall be borne by the Guest (Payer).

After the invoice has been issued, the Service Provider is unable to modify the invoicing name and address.

To guarantee use of the Service, the Service Provider requires:

- a **50% advance payment**, which may be made by advance transfer, online bank card payment, or by providing bank card data and pre-authorization by the Service Provider for 50% of the Consideration of the ordered and confirmed Services; or
- in the case of a special offer, a so-called **non-refundable booking**, the full amount of the Consideration for all Services specified in the Offer accepted and confirmed by the Guest, or in the Confirmation, is charged at the time of booking and may not be refunded to the Guest (Payer);
- the Service Provider reserves the right, if the Guest's booking falls within a time period later determined by the Service Provider to qualify as a peak period, to request additional advance payment, the details of which shall be communicated to the Guest in writing. The Guest must complete the advance payment or approve the pre-authorization in writing within 5 days of the notice; otherwise, the Service Provider is entitled to terminate the Service Agreement with immediate effect and cancel the Guest's booking. The Guest is also entitled to cancel the booking without legal consequences within 5 days of the notice.

If the Service Provider's confirmation of the Guest's order or the Individual Service Agreement contains provisions differing from the above, the confirmation or the Individual Service Agreement shall prevail.

The Service Provider specifies in the Offer the Consideration for the Service and the tax content required by law in force at the time the Offer is made.

The Contracting Parties are bound by the Consideration(s) specified in the Offer accepted and confirmed by the Guest and may not unilaterally change the Consideration for the Service.

The Service Provider also expressly identifies below, by way of examples, Additional Services, as they differ from customary contractual practice and may only be used for an additional charge.

Mandatory cleaning service in the event of improper use of the Room

If the Guest(s) or the Person(s) Staying Together with the Guest smoke in a non-smoking Room, or engage in activities in the Room incompatible with the accommodation service or Additional Service that significantly exceed the usual extent of room cleaning, the Service Provider is entitled to charge a separate fee.

The current fee for mandatory cleaning service is available at the Vinotéka reception.

Extended use

If the Guest (and the Person(s) Staying Together with the Guest) do not leave the Room by the deadline, the Service Provider is entitled to charge the Guest a fee for further use of the Room (hereinafter: **Extended Use Fee**).

If such payment obligation arises, the Guest (Payer) must pay the Extended Use Fee to the Service Provider as part of the Consideration.

The prices of Additional Services are available at the place where the given Service is used.

The room rate includes:

free WiFi internet connection throughout the Hotel.

The Service Provider is obliged to issue invoice(s) for the Consideration due to it in accordance with applicable legal requirements.

The Guest and the Payer acknowledge that they are jointly and severally liable as sureties under Section 6:427 of the Civil Code for payment obligations arising toward the Service Provider.

In the case of online booking on the hotel website, settlement of the booking value may be made in the following ways:

- online bank card payment: Sumup
- accepted bank cards: Maestro, MasterCard, Visa, Visa Electron, American Express
- online payment by SZÉP card: OTP SZÉP Card, MKB SZÉP Card, K&H SZÉP Card

13. Complaint Handling

The Guest or the Person(s) Staying Together with the Guest (hereinafter: **Complainant**) may communicate any complaint (hereinafter: **Complaint**) regarding the conduct, activity, or omission of the Service Provider or a person acting in its interest or for its benefit, the quality or non-performance of a given Service, or the quality of the Room, its objects, or the apartment, orally or in writing at the Vinotéka reception during the period of the accommodation service, no later than the Departure Day.

The Service Provider must investigate the Complaint and respond within 30 days.

The Service Provider must justify any rejecting position. The minutes taken of the Complaint and a copy of the response shall be retained by the Service Provider for five years and presented to supervisory authorities upon request. If the Complaint is rejected, the Complainant may initiate proceedings before an authority or a conciliation body. A consumer Complainant (hereinafter: **Consumer**) may submit a complaint to the consumer protection authority.

Under Government Decree 387/2016 (XII. 2.) on the designation of the consumer protection authority, first-instance administrative authority matters are handled by the district office or the district office of the county seat, while second instance with nationwide competence is handled by the Government Office of Veszprém County. The contact details of district offices are available at: <http://jarasinfo.gov.hu>

In the event of a Consumer Complaint, the Consumer may also turn to a conciliation body. The competence of the conciliation body includes out-of-court settlement of consumer disputes. Its task is to attempt to create a settlement between the Parties to resolve the consumer dispute and, if this proves unsuccessful, to make a decision in the case in order to ensure the simple, fast, effective, and cost-efficient enforcement of consumer rights. At the request of the Consumer or the Service Provider, the conciliation body provides advice regarding the rights of the Consumer and the obligations resting on the Consumer.

In the event of a cross-border consumer dispute related to an online sales contract or online Service Agreement, only the conciliation body operating alongside the chamber of commerce and industry is competent.

If the Guest or the Consumer does not turn to a conciliation body, or if the proceedings do not lead to a result, the Guest may bring the dispute before a court. Proceedings must be initiated by filing a statement of claim.

14. Data Processing

The Service Provider's Privacy Notice is available on the website www.domaine-edegger.com and at the Vinotéka reception. Information on data processing is also provided on the individual forms to be completed.

15. Confidentiality

The Service Provider declares that all information and data that come to its knowledge regarding the Guest and/or the Person(s) Staying Together with the Guest shall be treated as confidential and shall be subject to confidentiality obligations in accordance with the applicable laws in force at all times.

16. Joint and Several Suretyship

The Guest and the Payer acknowledge that wherever the provisions of these GTC contain joint and several suretyship, this shall in every case mean the undertaking of joint and several suretyship by the obliged surety under Sections 6:416–6:430 of the Civil Code, according to which the surety is not entitled to invoke the benefit of prior recourse.

VI. Miscellaneous Provisions

In matters related to the Service Agreement, the Parties shall primarily keep in contact by e-mail and shall make legal declarations by e-mail. If requested by either Party, substantive legal declarations relating to the Service Agreement must be confirmed in a private document with full probative value.

Where these GTC confer a right or obligation on the Service Provider, the person primarily entitled to exercise the right or perform the obligation shall be an employee of the Service Provider holding at least a middle-management position, such as a Manager, or the managing director of the Service Provider.

An employee holding such a position is obliged to investigate the detailed circumstances of the given case and exercise the right or perform the obligation on that basis.

If the Guest or the Person Staying Together with the Guest does not agree with the decision of such employee, they may address their complaint to the employee's superior.

If the persons using the Service conclude the Service Agreement jointly as Guests on the entitled side with the Service Provider, such Guests shall be regarded as jointly liable obligors under the Agreement.

If any provisions of the Service Agreement and/or these GTC forming an inseparable part thereof are wholly or partly invalid, this shall not affect the validity of the remaining provisions. By interpretation or supplementation, a rule must be found that achieves the economic purpose intended by the invalid provision within the limits permitted by law.

Matters not regulated herein shall be governed by the Hungarian laws and official regulations applicable at all times to the activities of the Service Provider, as well as by the provisions of the Civil Code, without the need for special stipulation.

The Parties shall attempt to settle disputes arising from the Agreement by negotiation. If this is unsuccessful, for any legal dispute – regardless of the value of the subject matter of the dispute – they submit to the jurisdiction of the court designated by Act CXXX of 2016 on the Code of Civil Procedure.

17. Use of the Wellness House

WELLNESS HOUSE HOUSE RULES

WE KINDLY ASK OUR GUESTS VISITING THE WELLNESS HOUSE TO OBSERVE THE FOLLOWING RULES!

1. The opening hours of the wellness house are daily from 0:00 to 24:00.
2. The wellness area may be used for a fee. Price: HUF 8,000 / 2 hours, and a maximum of 4 persons may stay there at the same time.
The sauna must be switched on by you 30 minutes before the booked time.
3. Staying in the wellness house is exclusively at one's own personal risk and responsibility.
4. IT IS STRICTLY FORBIDDEN TO BRING IN GLASS BOTTLES OR GLASS CUPS.
5. Children under seventeen years of age may only stay in the wellness house under the direct supervision of an adult.
6. Any disturbing activity or activity harmful to the environment is prohibited in the wellness house.
7. The wellness house may not be used by:
 - o persons suffering from fever, stomach, intestinal, or skin diseases,
 - o persons suffering from illnesses involving convulsions or loss of consciousness,
 - o persons with extensive pathological lesions,
 - o intoxicated persons or persons under the influence of drugs.
8. We do not accept responsibility for the safety of personal belongings.
9. Smoking is prohibited in the wellness house area.

Badacsony, January 1, 2020.

Edegger Kft.

Updated on June 9, 2022.