

GENERAL TERMS AND CONDITIONS (GTC)

1. General Provisions

These General Terms and Conditions (hereinafter: GTC) set forth the terms of using the accommodation services and related services provided by the service provider (Termál-Medical Zrt., registered office: H-1022 Budapest, Bimbó út 7. 2nd floor; company registration number: 01-10-043889; tax number: 12400139-2-41, hereinafter: Service Provider), operating the Martfű Hotel Thermal SPA (address: H-5435 Martfű, Ifjúsági út 2.) and the associated Martfű Thermal Camping (address: H-5435 Martfű, Tüzép út 1.), hereinafter collectively referred to as the Complex.

These GTC automatically apply to all services provided by the Service Provider, and to any person using services from the Service Provider, unless the parties agree otherwise in a specific legal relationship. In case specific contracts contain provisions that deviate from these GTC, such specific provisions shall prevail.

These GTC form an integral part of all legal relationships and individual contracts established with the Service Provider. The Service Provider emphasizes that parts of the Complex not directly connected to accommodation services include medical, spa, and leisure facilities. Guests must respect the activities and equipment associated with these areas.

2. Contracting Parties

2.1. A contracting party may be any natural or legal person or an economic organization without legal personality that orders or uses the services of the Service Provider. Also considered a contracting party is any person who uses the services based on a contractual relationship with another party. The term "Guest" refers to the contracting party and any person using the services on their behalf. The contracting Guest is liable for the conduct of all persons utilizing the services under this agreement (particularly in case of group reservations).

2.2. The Service Provider and the Guest are hereinafter collectively referred to as the Parties.

2.3. If a booking is made by a third party on behalf of the Guest, the cooperation is governed by the agreement between the Service Provider and the third-party intermediary. The Service Provider is not obliged to verify the legal authorization of the intermediary to represent the Guest.

2.4. These General Business Terms and Conditions govern the use of the Service Provider's accommodations and related services.

2.5. Specific, individual terms and conditions are not part of the published GTC, but they do not exclude the possibility of separate agreements with travel agents or organizers with terms appropriate to the business type.

3. Contract Conclusion, Payment Terms, and Conditions of Use

3.1. Upon verbal or written inquiry from the Guest, the Service Provider sends a written offer. Email offers are considered written. If no confirmed booking is received from the Guest within 48 hours of the offer being sent, the Service Provider's offer is no longer binding.

3.2. A contract is concluded upon the Service Provider's written confirmation of the booking, and becomes final upon receipt of the advance payment by the Service Provider. The advance amounts to

50% of the total value of the ordered services. If the Service Provider confirms the booking in writing, the Guest is obligated to pay the advance. Verbal agreements or modifications are only binding if confirmed in writing by the Service Provider and acknowledged by the Guest. The advance must be paid within 8 days from the confirmation. In urgent cases (if the check-in date is within 8 days), the Service Provider may set a shorter deadline. The advance must be credited to the Service Provider's account no later than 10:00 a.m. on the day before arrival. Payment is made via bank transfer to Termál-Medical Zrt.'s account held at MBH Bank Nyrt.: 10102237-72474700-04000001, indicating the booking number and Guest's name, or via OTP, MBH, or K&H SZÉP cards. The remaining amount is payable on-site upon departure.

3.3. The Service Provider offers the purchase of gift vouchers ("Voucher"). Vouchers are issued in the Guest's name and with a unique serial number, upon full payment of the total service fee. Vouchers are non-refundable and non-transferable, unless approved in writing by the Service Provider. Vouchers are valid for 365 days and cannot be extended. Use of services is subject to availability and prior arrangement. This applies to any supplementary services as well.

3.4. Bookings for 15 or more persons are treated as group reservations. The group must designate a single contact person, with whom the Service Provider will communicate. The deposit must be transferred in one lump sum. The Service Provider provides one invoice for the group. The entire Complex may also be reserved, with a custom rate. Regardless of group size, this qualifies as a group booking.

3.5. Contracts for service usage are for a fixed period.

3.6. If the Guest leaves earlier than agreed without intent to return, they are obligated to pay the full service fee. The Service Provider may reassign the room.

3.7. Extending the stay is possible only with prior approval from the Service Provider, who may require payment of previously incurred service charges.

3.8. Guests must prove their identity before check-in in accordance with legal requirements and consent to data processing.

3.9. Only registered Guests may stay in the Complex's rooms/apartments.

3.10. Use of the Complex and its facilities is at the Guest's own risk for the duration of their stay.

3.11. Guests under 18 may not stay in the Complex without parental or guardian supervision if their health or other conditions justify it.

3.12. Services involving alcohol are not available to persons under 18, even with parental supervision.

3.13. Guests under 18 may only use any service with parental or guardian consent and responsibility.

3.14. If the Guest places the order directly with the Service Provider, the Guest becomes the contracting party. In this case, both parties are contractual partners.

3.15. If a third party places the order on behalf of the Guest, the agreement between the Service Provider and the intermediary governs the cooperation. The Service Provider is not required to verify the intermediary's legal authority.

4. Commencement and Termination of Service Use (Check-in and Check-out)

4.1. Guests may occupy their rooms between 14:00 and 20:00 on the day of arrival. Arrival after 20:00 is only possible with prior arrangement and approval. Without prior notice, a late check-in fee of HUF 3,000 will be charged.

4.2. Rooms must be vacated by 10:00 a.m. on the departure day. Check-out is available between 8:00 and 10:00.

4.3. Depending on occupancy, late check-out is available at a fee of HUF 5,000/hour from 11:00 to 14:00. After 14:00, an extra night's fee applies.

4.4. Early check-in from 11:00 to 14:00 is available for a fee of HUF 5,000.

4.5. Guests receive a key (for apartments) or magnetic card (for the hotel), which must be returned upon departure. A fee of HUF 10,000 per key/card is charged for loss.

5. Cancellation Policy

5.1. Cancellations are free of charge until the 30th day prior to arrival. Between 30 and 15 days prior, 25% of the service fee will be charged. Within 15 days, the paid deposit will be retained as a non-refundable booking fee.

5.2. Cancellations or modifications must be made via email or phone through the Service Provider's sales representative and only become valid upon written confirmation by the Service Provider.

5.3. The Service Provider does not accept force majeure or COVID-related justifications to override the general cancellation policy, including:

- Legal or administrative restrictions affecting the Guest's operations, their ability to use services, the operation of the accommodation, or the feasibility of the booked event/performance.
- COVID or emergency regulations, as services are still prepared and offered within the available limits.

If cancellation is made after 18:00 on the day of arrival or in case of no-show, the Service Provider is entitled to charge a penalty equal to one night's service fee. If no deposit or card guarantee was required in advance, the Service Provider may claim the penalty retroactively. If a deposit or guarantee was required, the Service Provider may retain the amount or claim the difference.

5.4. If the contracting party fails to notify cancellation in writing or does not arrive on the confirmed date, the room will be held until 10:00 a.m. the next day, after which the Service Provider's obligation to provide the service ceases, and the room may be resold with a cancellation penalty.

5.5. Cancellation deadlines: For group bookings, free cancellation is possible within 72 hours after the deposit is paid; for individual bookings, it is within 7 days from the booking confirmation.

6. Prices and Services

6.1. The Service Provider determines prices in Hungarian Forints (HUF). The Service Provider reserves the right to change prices without prior notice; however, such changes do not affect bookings that have already been confirmed. Prices do not include the tourism tax (IFA) and parking fees.

6.2. The prices quoted by the Service Provider include the services specified in the booking confirmation, i.e., breakfast and/or half board. Breakfast entitles the Guest to one meal in the

morning, while half board includes one morning and one evening meal in the Hotel restaurant. Meals are available at the times specified in the house rules. It is forbidden to remove food from the restaurant. The price includes the use of towels and, if confirmed in advance, bathrobes, which are replaced every 3 days by the hotel staff. The price also includes cleaning every 3 days.

6.3. In case of gluten and/or lactose intolerance, or other food sensitivities, prior consultation with the Service Provider is required regarding meal options. Since food containing allergens is prepared and used in the kitchen, the Service Provider cannot guarantee completely gluten-free or allergen-free meals.

6.4. Pets may stay in other areas of the Complex without disturbing other guests. The Service Provider can accommodate a maximum of three well-behaved, non-dominant, medium-sized pets (up to 15 kg) at one time in the Complex. The Guest bringing the pet is liable for any injury or material damage caused by the animal. Please consult the reception in advance regarding the type and size of the pet.

6.5. Services ordered must be paid either in cash on site or via bank transfer in advance. In the case of a transfer, the full amount must arrive in the Service Provider's bank account no later than 24 hours before arrival. Card transactions are processed in HUF.

6.6. The current prices for accommodation at Martfű Thermál SPA (rooms, apartments) are displayed at the accommodations and hotel reception. Prices for other services (restaurant, buffet, bath) are available in the respective departments. Current price lists, discounts, special deals, and offers are also available at www.martfuspa.hu.

Service prices are NON-DIVISIBLE.

6.7. The Service Provider may change advertised prices without prior notice. After booking, prices cannot be modified, except in the case of changes required by government regulations (e.g., VAT, tourism tax).

6.8. The Service Provider indicates taxes (VAT, IFA) in accordance with legal regulations and the start date of the price validity.

6.9. In the case of bookings subject to special conditions, event bookings, or group bookings (more than 5 rooms), different terms and conditions and surcharges may apply as specified in a separate agreement.

7. Handling of Personal Data

7.1. During the use of the website operated by the Service Provider, personal data suitable for identification is collected and processed in accordance with Hungarian data protection regulations in force.

7.2. The Service Provider may use personal data to the extent necessary for providing its services and for its own marketing activities. By using the services, the Guest consents to this. The Service Provider does not share data with third parties unless required by law or authorities.

7.3. For personal and property safety, the Service Provider operates an electronic surveillance system (CCTV) within the Complex. By entering the premises, the Guest consents to being recorded for this specific purpose.

8. Refusal to Fulfill the Contract and Termination of Service Obligation

8.1. The Service Provider has the right to terminate the contract with immediate effect and refuse service while still requiring the Guest to pay 100% of the ordered services in the following cases:

- a.) The Guest uses the provided rooms or services improperly or for unintended purposes.
- b.) The Guest violates contractual obligations and continues this behavior despite warning.
- c.) The Guest fails to follow safety instructions provided by staff and continues this behavior despite warning.
- d.) The Guest suffers from a contagious illness.
- e.) The Guest does not vacate their room by 10:00 AM on the day of departure and has not received prior approval from the Service Provider to extend their stay.
- f.) The Guest behaves rudely or inappropriately toward staff or other guests, is under the influence of alcohol or drugs, or behaves in a manner that makes it unreasonable to expect the Service Provider to continue the contract.
- h.) The Guest creates conflict with staff or other guests and does not resolve it in a civilized manner, causes disturbance or discomfort regardless of fault.
- i.) The Guest engages in or arranges sexual activity or behaves indecently outside their private room. By violating this rule, the Guest consents to any recordings being used fully by the Service Provider.
- j.) The Guest smokes in non-designated areas.

8.2. If service is not fulfilled due to a "Force Majeure" event, the contract is terminated.

9. Accommodation Guarantee

9.1. If the Service Provider is unable to provide the contracted services due to its own fault, it must arrange accommodation for the Guest.

9.2. The Service Provider agrees to provide the Guest with equivalent accommodation elsewhere. In this case, the Guest still pays the Service Provider for the original services, and the Service Provider covers any price difference. Once this substitute accommodation is offered, the Guest may not file complaints or claims for compensation, regardless of whether they accept the offer. If the Guest declines, the contract is terminated, and any prepayment is refunded. If the issue preventing accommodation is resolved, the Service Provider may resume hosting the Guest at the original site for the remaining stay.

9.3. If the Service Provider fulfills the above obligations, the Guest may not claim further compensation.

9.4. These provisions do not apply if services cannot be fulfilled due to reasons beyond the Service Provider's control. In such cases, the contract is terminated for the future.

10. Guest Rights

10.1. The Guest is entitled to use the booked room/apartment and the common facilities of the accommodation that fall within the usual scope of services, as well as standard service by the staff during their stay.

10.2. The Guest may lodge complaints during their stay regarding services provided. The Service Provider undertakes to investigate and handle complaints submitted in writing during the stay.

11. Guest Responsibilities

11.1. The Guest is required to pay for the services specified in the Contract no later than the time specified in the Contract and in the manner indicated therein. Consumption from the minibar is subject to a charge. The Guest must settle the minibar bill upon departure.

11.2. The Guest shall use the premises made available under the Contract, as well as the furnishings and other property within the Complex, with the care generally expected and according to their intended purpose, and must avoid any behavior or situation that could cause damage. Furthermore, the Guest must refrain from any conduct that could endanger their own life, physical integrity, or health, or that of others.

11.3. The Guest is responsible for the constant supervision of minors accompanying them. The staff of the Complex does not have the capacity to monitor children, including ensuring whether they leave the premises or shared areas.

11.4. The Guest must immediately report any damage suffered to the staff of the Complex and provide all necessary information and data required to clarify the circumstances of the damage or for any potential legal or criminal proceedings.

11.5. The Guest, their visitors, and those traveling with the Guest must use the buildings and their immediate surroundings in the Complex as intended and without disturbing other guests unnecessarily.

11.6. The Guest must use the parking areas of the Complex in accordance with traffic regulations. The Service Provider assumes no responsibility for any items left in the parking lot. The parking facilities may only be used during the Guest's stay, and must be vacated upon check-out unless otherwise agreed upon with the Service Provider for an additional fee.

11.7. The Guest must immediately report any extraordinary event—such as personal injury or hazardous equipment—to a staff member of the Complex.

11.8. From 10:00 PM onwards, the Guest must refrain from any activity or noise in the Complex—especially in outdoor areas—that may disturb other guests. After 9:00 PM, entertainment or any other noisy activity is only permitted in designated areas.

11.9. For safety reasons, Guests must avoid entering any marked technical or utility areas, including machine rooms, on the premises of the Complex. It is strictly prohibited to enter these areas, open their doors, or approach any machinery located therein. The Service Provider accepts no liability for injuries or damage resulting from non-compliance with this rule.

11.10. The Guest is required to lock the rented apartment/room at all times.

11.11. The Guest may only smoke in designated areas.

11.12. In the wellness area, Guests must wear slippers and must shower before using the facilities. It is forbidden to enter the pool or jacuzzi with oily, soapy, or sandy skin, or to use any soap, shower gel, or other cleaning products in the water. Individuals with fever, infectious diseases, seizures, unconsciousness, or open wounds, and those who are intoxicated, are not permitted to use the wellness facilities. Food, drinks, and trash are not allowed in the pools; nor is their use as restrooms, smoking, loud behavior, or indecent conduct that disturbs others. Children under six years old or under fourteen who cannot swim may only use the pool under adult supervision. Nudity is not allowed in the pool area. Fragile or hazardous objects must not be brought into or around the pools. Guests must consult the hotel staff about the proper use of any equipment or facilities if unclear instructions are not available. Bathers must follow the instructions of the lifeguards and security staff. Jumping into the pool or jacuzzi is prohibited.

11.13. Bathing is prohibited in the canal, fountain, and lake located on the premises. Remaining in these areas is at the Guest's own risk. The Service Provider assumes no responsibility for any resulting accidents.

11.14. Toys and objects in the children's room are for on-site use only. If the Guest wishes to remove any items from the children's room, prior permission must be obtained from the reception, and items must be returned afterward.

11.15. The Guest may consume only food they have brought with them in their hotel room, while maintaining cleanliness and preserving the room's condition. Ordering food deliveries to the hotel is prohibited. It is also prohibited to remove food from the hotel restaurant.

11.16. The Guest agrees to comply with the house rules and safety regulations of the Complex and must refrain from any conduct contrary to them. In case of breach, depending on the severity of the violation, the Service Provider is entitled to exclude the Guest from using the services or to terminate the contract, while still demanding payment.

12. Guest Liability for Damages

12.1. The Guest is liable for all damages caused to the Service Provider or a third party by the Guest, their companions, or anyone under their supervision. If the responsible party does not directly compensate for the damage, the Guest contracting with the Service Provider is obligated to do so.

12.2. The Guest is liable for any damage caused by improper use of the apartment/room, any other facilities in the Complex, or their surroundings (e.g., parking lots, gardens, etc.). The Guest is not liable for normal wear and tear due to proper use. The Guest must either cover the repair costs or pay the full value of the damaged item, at the Service Provider's discretion. Only the Service Provider may determine the cost of repair or replacement.

12.3. The Guest must leave the rented room/apartment and other used facilities in the condition they were provided. For any excessive use (e.g., dirty textiles or furniture, spilled liquids, urine, vomit, or smoking indoors), a one-time extra cleaning fee of HUF 15,000 will be charged. If the original condition cannot be restored by cleaning and further work (e.g., painting) is needed, the Guest must cover these costs as well.

12.4. The Guest is responsible for the actions of minors under their care or supervision. This includes compensating for any damage caused by the minor, whether intentional or resulting from play (e.g., drawing on walls or furniture).

12.5. If textiles or furniture are soiled due to pets brought into the Complex, the Service Provider will charge a one-time cleaning fee of HUF 15,000. The Guest is also liable for any other damage caused by their pet.

12.6. The Guest must report any damage caused immediately to a member of the Service Provider's staff.

12.7. The Guest must report any pre-existing damage or irregularities in the room/apartment within one hour of check-in. After this period, it is presumed that any damage found was caused by the Guest.

12.8. After the Guest's departure, the Service Provider's staff will inspect the room/apartment during cleaning, prepare a report on any damage found, and notify the Guest. In case of group bookings, the person responsible for the bill will be notified and held liable, regardless of who caused the damage or whether the specific person can be identified.

12.9. For group bookings, the Service Provider may require a security deposit in advance, from which any damage may be covered without further notice.

13. Rights of the Service Provider

13.1. If the Guest fails to pay for services used or ordered but not used, the Service Provider is entitled to retain a lien on any items the Guest brought into the room/apartment or other premises of the Complex.

13.2. The Service Provider operates a surveillance camera system within the Complex for property protection and security purposes. By entering the premises, the Guest consents to being recorded. The Service Provider does not release footage to individuals, only to authorities upon official request.

13.3. The Service Provider is entitled to carry out regular operational tasks (e.g., lawn mowing) and other maintenance work necessary for operating and maintaining the Complex, striving to minimize disturbance to Guests.

13.4. Items left behind by the Guest may be sent to them at their own expense, subject to advance payment. If the Guest does not request return shipment, the Service Provider will charge a storage fee after 7 days. After 30 days, the Service Provider may dispose of the item. Perishable or hazardous items are destroyed immediately.

14. Obligations of the Service Provider

14.1. The Service Provider is obligated to provide the services ordered under the contract and fulfill its contractual obligations in accordance with applicable regulations and standards.

14.2. The Service Provider undertakes to investigate any written and documented complaints submitted by the Guest and take the necessary actions to resolve the issue, providing written c15.

Liability of the Service Provider

15.1. The Service Provider accepts liability for any damage incurred by the Guest on the premises of the Complex resulting from the fault of the Service Provider or its employees.

15.2. The Service Provider shall not be liable for damages caused by unavoidable events outside the control of the Service Provider's employees and guests, or for damages caused by the Guest or persons under their supervision.

15.3. The Service Provider is entitled to designate areas within the Complex where Guests are not permitted to enter. The Service Provider is exempt from liability for damages incurred by the Guest or persons under their supervision in such restricted areas.

15.4. The Service Provider shall only be liable for damages if the Guest immediately reports the incident and provides all necessary data and information.

15.5. The Service Provider is not liable for damages resulting from improper use of facilities.

15.6. The Service Provider is only liable for valuables, securities, or cash if they were expressly accepted for safekeeping, or if the damage occurred due to a reason for which the Service Provider is liable under general legal rules.

15.7. Services provided by the Service Provider are always used at the Guest's own risk. While staying at the Complex, the Guest must take into consideration the characteristics of both the natural and built environment. The Service Provider accepts no liability for accidents or damages that could have been avoided by more careful behavior (e.g., slipping or falling on wet grass, pavement, or stairs, etc.).

16. Force Majeure

16.1. Any cause or circumstance (such as war, flood, fire, adverse weather, strike, power outage, etc.) beyond the control of either the Service Provider, the Guest, or any other contracting party—shall qualify as force majeure—and shall release either party from performing their obligations under the contract for the duration of the said cause or circumstance.

16.2. During any period in which the Hungarian government declares or maintains a state of emergency within the territory of Hungary, the Service Provider is entitled to limit or fully suspend its services. Due to unforeseen and unpredictable governmental measures or other external factors with significant impact during a state of emergency, the Service Provider may limit or suspend services with prior notice to the Guest. If the Guest's reservation falls within such a limited or suspended period, the Guest may, within 3 days of notification, choose to either request a refund of any prepayment (cancellation) or reschedule the service. If the Guest fails to make a declaration within this period, they are deemed to have accepted the limited services or, in case of suspension, the rescheduling of their booking to a later period. The rescheduled booking will be transferred to a period of equivalent priority, as agreed upon by both parties. By making a reservation and prepayment, the Guest expressly accepts these terms and the associated risks.

17. Final Provisions

17.1. The place of performance is the location where the Service Provider delivers the service.

17.2. For any matters not regulated in this General Terms and Conditions (GTC) or in the contract between the parties, the provisions of the Hungarian Civil Code shall apply. The legal relationship between the Service Provider and the Guest shall otherwise be governed by Hungarian law.

17.3. Any legal disputes arising from the use of the service shall be under the jurisdiction and competence of the court having jurisdiction over the place of performance.

17.4. By entering into the accommodation service contract, the Guest acknowledges that they have read, understood, and agreed to the above terms and rules. The GTC may be modified in the future, and such modifications will be published on the Service Provider's website and made available at the reception desk of the Complex.

onfirmation of such actions.