

**General Terms and Conditions of  
FT56 Student Hotel Kft.  
(Version: 01 April 2020)**

**1. GENERAL**

- 1.1. These General Terms & Conditions (hereinafter: "T&Cs") apply to all contracts concluded through the website studenthotel.hu (hereinafter: "Platform") and / or any other way between FT56 Student Hotel Kft. (registration number: Cg. 01 09 351254, registered seat and postal address: Szabadság tér 7., 1054 Budapest, e-mail: [info@studenthotel.hu](mailto:info@studenthotel.hu), registered by the Registry Court of the Metropolitan Regional Court; tax number: 27271427-2-41; hereinafter: "the Service Provider" or "Student Hotel Budapest") and the guest (hereinafter: "Guest"). Terms and conditions deviating from these General Terms and Conditions shall not be applicable even if the Guest refers to them in its contractual documentation and the Service Provider does not expressly object to their validity. In particular, Student Hotel Budapest's contract fulfilment arrangements do not constitute acceptance of any conditions that differ from our T&Cs. These T&Cs are in the Hungarian and English language and are deemed to be made in writing. These T&Cs are available and accessible on the Platform on a continuous basis and can be read in advance. These T&Cs can be stored and accessed on the Platform at any time.
- 1.2. In the case of multiple contracts separated by time the version of the T&Cs accepted by the Guest at the time the contract is declared (see point 2 and 4) shall become part of the contract. Multiple contracts concluded with the same Guest therefore create neither a long-term contract nor any other right to renewed conclusion of a contract.
- 1.3. The Service Provider reserves the right as appropriate to amend or supplement the T&Cs and the documents referred to in these T&Cs and linked to them, including during a contract subsisting with the Guest - e.g. to offer additional services, adjustments on the basis of revised offers of third parties, etc.; Student Hotel Budapest shall inform the Guest by e-mail of any proposed amendment at least 14 calendar days before the scheduled amendment date. If the Guest does not expressly object to the amendment within 14 calendar days after receipt of the message, the amendment is deemed to be approved. In the event of an objection raised against the amendment of the T&Cs, the old conditions shall continue to apply. Student Hotel Budapest shall expressly advise the Guest of the opportunity to object and the effects of his silence.
- 1.4. The House Rules are applicable to all guests staying at the "Student Hotel Budapest" building (hereinafter: the "**Boarding House**"). The inventory of a typical room is attached to this T&Cs.

**2. BOOKINGS THROUGH THE PLATFORM/ ENTERING INTO THE CONTRACT FOR LONG-TERM RESERVATIONS**

- 2.1. Presentation of the vacant rooms available on the website as well as the Guest's booking of a vacant room via the Platform does not constitute an offer in the legal sense. The offer is made by the Guest when the Guest signs and returns the individualised Key Terms (received from Student Hotel Budapest) to Student Hotel Budapest in accordance with point 2.2.4. Furthermore, for Guests with a Personal User Account in accordance with point 9 of these T&Cs, it is possible to book other paid services such as, specifically, the laundry room and work and party rooms (point 3). The Guest must be at least 18 years of age and have full legal capacity. By submitting any declaration, the Guest confirms that he has full legal capacity.
- 2.2. Booking rooms
  - 2.2.1. The offers for the rooms listed by the Service Provider on the Platform are subject to change. By online submission of the online booking form the Guest declares his interest to book a free room. This does not constitute an offer in the legal sense. The Guest has the option to check his booking before submitting his declaration of interest and to identify and correct any mistakes. For a declaration of interest to be effective, the online booking form must be completed fully. Furthermore, the Guest must agree expressly to the terms of the Accommodation Service Agreement (hereinafter: "**Accommodation Service Agreement**") and these T&Cs. If an Accommodation Service Agreement is agreed according to this point 2.2., the Guest will be obliged to pay the fees and costs as set out in the declaration of interest made by him.
  - 2.2.2. In addition, in order for the Guest's request to be processed by the Service Provider, the Guest must pay a one-time booking fee of EUR 50 including VAT directly via the platform (current exchange rates are retrievable on the website of the Hungarian Central Bank: [www.mnb.hu/en/arfolyamok](http://www.mnb.hu/en/arfolyamok)). This also covers a check on the completeness of the documentation and the issue of a membership number. Immediately after dispatch of the Guest's declaration of interest but before expiry of the 14-day cooling-off period, the Service Provider will begin to supply these services as stated under point 2.2.2 and will supply them in full. Hence, the Guest confirms separately that he takes note of the

fact that his right to cancel under §29(1)a) of Government Decree 45/2014 (II. 26.) on the detailed rules of contracts made between consumers and undertakings is hereby excluded.

2.2.3. Following confirmation of receipt of payment of the booking fee and the fully completed form, the Service Provider will confirm receipt of the Guest's interest via email immediately but no later than 48 hours after receipt of such declaration by the Service Provider. In the same email the Service Provider will send the effective version of these T&Cs to the Guest. This receipt does not constitute an offer for entering into the Accommodation Service Agreement in the legal sense.

2.2.4. Student Hotel Budapest will send the Guest

- a) individualised key terms (hereinafter: "**Key Terms**") to the Accommodation Service Agreement complying with the Guest's declaration of interest according to point 2.2.1. together with a copy of the standard Accommodation Service Agreement;
- b) a debit form for payment of the weekly/monthly accommodation service fee (hereinafter: "**Service Fee**") and
- c) an invoice for the contractually agreed advance, a booking fee for the inclusion of all documents and data in the system, the creation of an individualized Accommodation Service Agreement.

This is usually carried out within 5 working days and does not constitute an offer in the legal sense. The Guest submits a binding offer to book the selected room by printing the provided Key Terms to the Accommodation Service Agreement, signing it and sending the document to Student Hotel Budapest via email and post. Acceptance of the Guest's offer by Student Hotel Budapest and thus conclusion of the Accommodation Service Agreement is effected by Student Hotel Budapest through e-mail. Student Hotel Budapest will forward the signed - by Student Hotel Budapest as well - Key Terms to the Accommodation Service Agreement to the Guest via e-mail.

The sums payable are always available for download under the "Costs" field on the Platform. The Accommodation Service Agreement document is produced and transmitted for confirmation and documentation purposes only and doesn't change the fact that the contract has already been concluded.

2.2.5. Declarations of interest for available rooms are generally looked at in the order they arrive. The declarations are only accepted online. The Service Provider has the right to reject the declaration of interest made by the Guest without giving any reasons.

2.2.6. The availability of the room or in the case of point 2.2.7. an adequate replacement room is guaranteed from the date of conclusion of the Accommodation Service Agreement in accordance with point 2.2.4. Nevertheless, the Guest is obliged to pay the invoice in accordance with point 2.2.4. within 10 working days from the date of issue, and to send the debit authority for the weekly/monthly fee and the Key Terms to the Accommodation Service Agreement, completed in writing, to the Service Provider. If despite a reminder and a reasonable grace period of up to 5 working days ("grace period"), the Guest fails to fulfil his payment obligation, and as long as there has been no valid cancellation by the Guest, the Service Provider has the right at its discretion either to insist on performance of the Accommodation Service Agreement or else to rescind the Accommodation Service Agreement for major cause within 5 working days after the end of the grace period.

2.2.7. If it is not possible to accommodate the Guest in the room booked for reasons outside the Service Provider's control, such as technical requirements, late opening date or incidents involving damage, the Service Provider shall make adequate alternative accommodation available. Any reasonable additional costs, such as travel expenses, incurred as a result, will be refunded by the Service Provider. The following will not be refunded: costs incurred by the Guest because the replacement room does not have the same equipment as the room originally booked (e.g. because the kitchen cannot be used). Nevertheless, the Service Fee must continue to be paid by the Guest for this period, in any case.

2.2.8. When making the room available for the Guest at the contractually agreed time, the Guest will receive a copy of the house rules (hereinafter: "**House Rules**") in printed form or they will be publicly available at the reception, as will be other important information on the building and the room at the time of valid conclusion of the Accommodation Service Agreement in accordance with point 2.2.4..

### **3. BOOKINGS THROUGH THE PLATFORM/ ENTERING INTO THE CONTRACT FOR SHORT-TERM RESERVATIONS**

3.1. The Guest declares his interest in booking a free room by sending an email to the info@studenthotel.hu e-mail address.

3.2. Declarations of interest in available rooms are generally looked at in the order they arrive. The Service Provider has the right to reject a declaration of interest made by a Guest without giving any reasons.

- 3.3. The Service Provider shall always send a written offer in response to a Guest's booking form. If no confirmation is sent by the Guest within 48 hours after sending the offer, the Service Provider shall no longer be bound by it.
- 3.4. The Accommodation Service Agreement shall be deemed to be successfully concluded with the written confirmation to the Guest, which shall therefore qualify as a written Accommodation Service Agreement. At the time of valid conclusion of the agreement, the Guest will also be allocated a Personal User Account on the Platform.
- 3.5. The Advance shall be due in 10 working days after issuance of the invoice. The Service Fee - unless otherwise agreed in writing - shall be due by the 10<sup>th</sup> of each month.
- 3.6. Oral reservations, agreements, amendments or oral confirmation by the Service Provider shall not qualify as a (supplemented / amended) agreement, with the exception of guests walking in from the street.
- 3.7. The Accommodation Service Agreement on the accommodation service shall be concluded for a definite term.
- 3.8. If it is not possible to accommodate the Guest in the room originally booked for reasons beyond the Service Provider's control, such as technical requirements, late opening date or incidents involving damage, the Service Provider shall make adequate alternative accommodation available. Any reasonable additional costs, such as travel expenses, incurred as a result, will be refunded by the Service Provider. The following will not be refunded: costs incurred by the Guest because the replacement room does not have the same equipment as the room originally booked (e.g. because the kitchen cannot be used). Nevertheless, the Service Fee must continue to be paid by the Guest for this period, in any case.
- 3.9. If the Guest permanently leaves the room before the expiry of the definite term, the Service Provider will be entitled to the full Service Fee specified in the Accommodation Service Agreement. The Service Provider will have the right to re-sell the room that is vacated before the expiry of the definite term.
- 3.10. Use of the accommodation service is subject to the condition that guests confirm their identity in accordance with the relevant legal regulations before taking the room. Nobody may stay in the Boarding House without registration.

#### **4. CHECK-IN AND CHECK-OUT**

- 4.1. The Guest has the right to check-in to the Boarding House from 14:00 on the day agreed by the parties in the Accommodation Service Agreement.
- 4.2. If the Guest does not arrive by 18:00 on the agreed date, the Service Provider shall have the right to withdraw from the Accommodation Service Agreement without any legal consequences, unless a later time for arrival was agreed.
- 4.3. The Guest shall leave the room by 11:00 on the last day of the term of the Accommodation Service Agreement.
- 4.4. When departing, the Guest shall leave all key(s) and / or smartcard(s) at the reception. If the Guest does not fulfill this obligation because of loss or destruction of key(s) and / or smartcard(s), the Service Provider will have the right to charge damage compensation for the loss or destruction of the key(s) and / or smartcard(s) in question, which damage compensation shall be payable at the time of check-out. The Guest may use the keys and the smartcard to access the room until 11:00 on the day of departure.

#### **5. EXTENSION OF ACCOMMODATION STAY**

- 5.1. Prior consent of the Service Provider is necessary for the extension of the Guest's stay.
- 5.2. If the Guest does not leave the room by 11:00 on the last day of the term of Accommodation Service Agreement and the Service Provider does not give its prior consent to the extension of the Guest's stay, the Service Provider will have the right to charge the Guest for its damages caused.

#### **6. RIGHT TO WITHDRAWAL / TERMINATION OF THE ACCOMMODATION SERVICE AGREEMENT**

##### **6.1. Right to Withdrawal**

- 6.1.1. If the Guest is a consumer in terms of the laws of Hungary and he has concluded this Accommodation Service Agreement at a distance (i.e. via the website) or outside our premises, he has the right to withdraw from this Accommodation Service Agreement within 14 days without giving a reason.
- 6.1.2. The withdrawal period is 14 days from the date of the conclusion of the Accommodation Service Agreement.
- 6.1.3. In order to exercise the right to withdrawal, the Guest must inform Student Hotel Budapest by means of a clear statement (e.g. a letter sent by post or email) of his decision to withdraw from this Accommodation Service Agreement. The Guest may use the sample withdrawal form set out in point 7.4. below but this is not obligatory.
- 6.1.4. In order to maintain the withdrawal period, it is sufficient that the Guest sends the notice of exercise of his cancellation right before the end of the withdrawal period.

##### **6.2. Consequences of Withdrawal**

- 6.2.1. If the Guest withdraws from this Accommodation Service Agreement, the Service Provider shall return all payments to the Guest immediately and within 14 days from the date on which the notice of the withdrawal of this Accommodation Service Agreement has been received by the Guest. For such repayment, the Service Provider shall

use the same payment method that the Guest used in the original transaction, unless the Guest has expressly agreed otherwise. In no case will the Guest be charged any fees for this repayment.

6.2.2. If the Guest has requested that certain services should commence during the cancellation period, the Guest shall pay us an appropriate amount equal to the ratio of the time that has elapsed up to the point when the participant informed us of the exercise of his right to cancel this Accommodation Service Agreement to the total extent of the services provided for in this Accommodation Service Agreement.

6.3. Exemptions to the right to withdrawal

6.3.1. In the cases listed in §29 of Government Decree 45/2014 (II. 26.) on the detailed rules of contracts made between consumers and undertakings, the Guest has no cancellation right.

6.3.2. In particular, the Guest has no cancellation right in contracts for:

6.3.3. Services where the Service Provider has begun to perform the service on the basis of an express request from the Guest before expiry of the cancellation period and the service has been completed in full (see points 2.2.2 and 3.2);

6.3.4. Services in the areas of accommodation other than for residential purposes, transport of goods, rental of motor vehicles, and supply of food and drinks and services that are supplied in the context of leisure activities, provided that this Accommodation Service Agreement must be performed by the Service Provider by a particular contractual date.

6.4. Sample Withdrawal Form

6.4.1. The Guest can use the following form and send it to the Service Provider if he wishes to withdraw from this Agreement: To FT56 Student House Kft., Cg 01 09 351254, Szabadság tér 7., 1054 Budapest, E--mail: [info@studenthotel.hu](mailto:info@studenthotel.hu),

I / we (\*) hereby withdraw the Agreement concluded by me / us (\*) for the purchase of the following goods (\*) / provision of the following service (\*):

Ordered on (\*)/ received on (\*):

Name of consumer (s):

Name of consumer (s):

Signature of the consumer (s) (only for communication on paper)

Date

(\*) Delete where not applicable.

6.5. Termination of the Accommodation Service Agreement with immediate effect for short term reservation.

6.5.1. The Service Provider will have the right to terminate the Accommodation Service Agreement with immediate effect if:

- a) the Guest does not use the room or the facilities in the Boarding House properly;
- b) the Guest does not leave the room by 11:00 on the last day of the term of the Accommodation Service Agreement;
- c) the Guest disregards the House Rules;
- d) the Guest suffers from a contagious illness;
- e) the Guest fails to make a payment on or before the deadline stated in the Service Provider's written offer.

## 7. PRICES, FEES AND PAYMENT

7.1. The Service Provider shall display all costs to the Guest before submission of his offer / confirmation, insofar as they can reasonably be calculated in advance. Otherwise, the Guest shall indicate the possible occurrence of such additional costs before the Guest actually submits his offer.

7.2. All price and fee information is displayed in EUR. Unless otherwise agreed in writing, the price shall be due in full and without deduction immediately upon acceptance of the offer, i.e. at the time of conclusion of the Accommodation Service Agreement.

7.3. Payment of all fee-based services is possible using the payment options indicated on the Platform at the time of conclusion of the Agreement. Use of credit and debit cards is subject to the relevant conditions of the card companies.

7.4. For online payment facilities, the Service Provider uses market-standard security and transmission encryption (SSL). There are no further verification and credit guarantee obligations.

## **8. ILLNESS AND DEATH OF THE GUEST**

- 8.1. If the Guest becomes ill and is unable to act on his own behalf while using the accommodation service, the Service Provider shall offer medical help.
- 8.2. In the case of the Guest's illness / death, the Service Provider may seek to recover the costs (medical and procedural costs, the price of the services used by the Guest and compensation for any potential damage to its assets in connection with the Guest's illness / death) from the Guest's relative(s) or heir(s) or from the person who pays the invoice.

## **9. DATA PROTECTION**

- 9.1. The safe and responsible processing of personal data is of the utmost importance to the Service Provider. Further information about the processing of the Guest's data by Student Hotel Budapest can be found in Student Hotel Budapest's Data Protection Policy on the Platform.

## **10. LIABILITY AND WARRANTY**

- 10.1. The Service Provider is liable for all losses pursuant to statutory provisions. Liability for slight negligence inflicted damage is excluded. This limitation does not apply to damages resulting from injury to life, limb or health of people and for claims under the product liability regulations.
- 10.2. The Service Provider does not warrant the availability or operation of this Platform and its content. The Service Provider is not obliged to maintain any minimum server capacity, so that congestion and longer response times must be reckoned with. The Service Provider shall not be liable for an uninterrupted operation of the Platform. It has the right at any time, without prior notice, to carry out work on the Platform, which could involve switching it off or on or else could cause the online booking tool to stop operating.
- 10.3. The Guest shall be liable to the Service Provider and shall indemnify it and protect it from all liability for the consequences of any culpable breach of these T&Cs as well as for any losses caused by the Guest or by any persons attributable to him in connection with the booking of rooms and/or other services. In particular, this applies to misuse and joke bookings.

## **11. PLACE OF PERFORMANCE, JURISDICTION AND CHOICE OF LAW**

- 11.1. The place of performance is the place where the room is located, or where some other service is provided.
- 11.2. This Agreement is subject to the formal and substantive law of the Hungary under the exclusion of reference norms of private international law as well as of the United Nations Convention on Contracts for the International Sale of Goods. For consumers, this choice of law shall apply only to the extent that the mandatory provisions of the law of the State in which he has his habitual residence are not displaced.
- 11.3. The exclusive court jurisdiction for all disputes arising from this Agreement is the Budakörnyéki Local Court or the Regional Court of Székesfehérvár. Any different consumer jurisdictions shall remain unaffected. The power of the Service Provider also to resort to another court competent for the Guest in this particular case, remains similarly unaffected.
- 11.4. The Guest can notify the Service Provider of any complaints at the contact details indicated in section 1.1. of these T&Cs in person, in writing, via email or phone. The Service Provider will answer any complaints without undue delay according to the relevant laws. Furthermore, in case of any dispute the Guest may turn to the competent arbitration board of his/her place of residence. The competent arbitration board based on the Service Provider's registered seat is the Arbitration Board attached to the Budapest Chamber of Commerce and Industry (address: 1016 Budapest, Krisztina krt. 99.; phone: 06-1-488-2131; fax: 06-1-488-218; email: bekelteto.testulet@bkik.hu).