



SENTIO

GENERAL TERMS AND CONDITIONS

of the services concerning the Sentio Villa

1. Preamble

1.1. These general terms and conditions (hereinafter referred to as the “**Terms**”) apply to the rental use of Accommodation (the “Sentio Villa”) as well as other services provided by the Service Provider.

1.2. Information about the Service Provider:

SENTIO Korlátolt Felelősségű Társaság

registered seat: 1095 Budapest, Soroksári út 115.;

registry court: Company Court of Budapest-Capital;

company registration number: 01-09-183542

tax number: 24810391-2-43;

represented by: Ferenc István Keresztesi Managing Director;

telephone no.: +36-30-600-8187;

e-mail.: info@sentio.hu;

website.: www.sentio.hu;

accommodation services registration number: 25/2018.

1.3. These Terms shall be applicable to any person or organization that gets or intends to get accommodation and other services provided by the Service Provider. These Terms shall also be applicable to the visitors and users of the website <http://www.sentio.hu/> (hereinafter referred to as the “**Website**”).

1.4. These Terms shall be applicable to the accommodation or other service contract concluded by and between the Service Provider and the Guest (hereinafter referred to as the “**Service Contract**”).

2. Definitions

In these Terms and the Service Contract, the following words and phrases will have the meaning as stated hereunder:

2.1. “**Offer**” means the offer made by the Service Provider electronically to conclude a Service Contract.

2.2. “**Request for Offer**” means request for an offer made by the Guest by filling and submitting the electronic form on the Website.

2.3. “**Bank Account**” means bank account number 10702404-70374933-51100005 at CIB Bank.

2.4. “**Price**” means the price to be paid by the Guest for the Services. The Price equals to the current price per night for accommodation services as indicated on the Website multiplied by the number of the guest nights indicated in the Request for Offer.

2.5. “**E-Commerce Act**” means Act CVIII. of 2001 on Electronic Commercial and Information Technology Services.

2.6. “**Parties**” mean the Services Provider and the Guest jointly, who have concluded the Service Contract.



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- 2.7. “**Website**” means the website <http://www.sentio.hu/> and its subpages.
- 2.8. “**Civil Code**” means Act V of 2013 on the Hungarian Civil Code
- 2.9. “**Extraordinary Events**” means the events defined in Section 6 of these Terms.
- 2.10. “**Accommodation Services**” mean short-term accommodation provided in the course of business activity, which includes overnight stay and relaxation, and any other customer services, which is directly related hereto (in accordance with Subsection 23 of Section 2 of Act CLXIV of 2005 on Commerce). The Service Provides provide Accommodation Services at the Accommodation.
- 2.11. “**Accommodation**” means the “Sentio Villa”, which is located at 8245 Pécsely, under Topographical No.: 0103/60 in the 23-hectare Sentio Estate in Balaton Highland. Accommodation is operated by the Service Provider.
- 2.12. “**Services**” jointly mean Accommodation Services and any other services directly related to the Accommodation Services and advertised on the Website. Services does not contain car or boat rental.
- 2.13. “**Service Contract**” means contract on Services concluded by the Parties electronically.
- 2.14. “**Service Provider**” means **SENTIO Korlátolt Felelősségű Társaság**, which operates the Accommodation.
- 2.15. “**Host Service Provider**” means Deko-Ratio Reklámszolgáltató Zrt. (registered seat: 1077 Budapest, Rózsa utca 36. fszt. 1., email: design@dekoratio.hu), which provides web hosting services for the Website.
- 2.16. “**Guest**” means any natural or legal person who concludes the Service Contract with the Service Provider.

3. The conclusion of the Service Contract

- 3.1. The Website and these Terms shall contain the conditions for the use of the Accommodation and performance of the Services.
- 3.2. The Service Provider shall provide an Offer (hereinafter referred to as the “**Offer**”) upon the request for offer (hereinafter referred to as the “**Request for Offer**”) provided by the Guest by filling out and sending in the electronic form provided on the Website. Contracts are concluded in English and in Hungarian provided that in case of any discrepancies between the two versions, the Hungarian version shall prevail.
- 3.3. The Request for Offer shall contain at least the following information:
 - 3.3.1. duration of the Accommodation Services, i. e. the day of arrival (hereinafter referred to as the “**Day of Arrival**”) and the day of departure (hereinafter referred to as the “**Day of Departure**”),
 - 3.3.2. Guest’s name,



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- 3.3.3. Guest's address or registered seat,
- 3.3.4. in case of legal person Guest, the Guest's tax number,
- 3.3.5. Guest's email address,
- 3.3.6. Guest's telephone number,
- 3.3.7. number of the guests.
- 3.4. By submitting the Request of Offer, the Guest expressly states that he or she has read, understood and agreed to these Terms.
- 3.5. The Service Provider shall send an Offer electronically within 48 (forty-eight) hours after the receipt of the Request of Offer. The Offer shall contain information necessary for identification of the Guest, the Price (which is the price per night defined on the Website multiplied by the guest nights indicated in the Request for Offer) and any other condition that is considered to be material by the Service Provider.
- 3.6. If more information is required for the proper submission of an Offer, the Service Provider sends a notice thereof to the Guest within 48 (forty-eight) hours upon receipt of the Request for Offer. The notice shall be not considered to be an Offer. Based on the notice, the Guest is entitled to provide a new Request for Offer with giving the missing information defined in the notice.
- 3.7. The Guest is entitled to accept the Offer within 48 (forty-eight) hours upon receipt thereof (period of binding offer). In the absence of an acceptance within this deadline, the Service Provider shall be released from its obligations to conclude the contract.
- 3.8. If Guest intends to accept the Offer under different terms or conditions, Guest shall send a notice thereof to the Service Provider within 48 (forty-eight) hours upon receipt of the Offer. In this case, the Service Contract is not concluded and notice of the Guest shall be viewed as a new Request for Offer.
- 3.9. The Service Contract is concluded if and when the Guest accepts the Offer by sending an electronic notice thereof. The Service Provider shall send a confirmation about the conclusion of the Service Contract within 48 (forty-eight) hours upon receipt of the acceptance notice of the Guest.
- 3.10. If the Guest does not accepts the Offer within binding offer period or is in default thereof, but pays the Price in accordance with Chapter 4 of these Terms, the Service Contract is concluded by and between the Parties with the content as provided in the Offer sent by the Service Provider. The Service Provider shall send a confirmation about the conclusion of the Service Contract within 48 (forty-eight) hours upon crediting of the payment to its Bank Account.
- 3.11. The Service Contract is effective for a definite period of time. In order to meet its obligation set forth in Section 5(1) of the E-Commerce Act, Service Provider hereby informs the Guest that the Service Contract is not considered to be a written contract and it is not docketed in any manner.
- 3.12. Any and all notice or confirmation under this Chapter shall be sent to the email address provided by the Parties respectively. Such notice or confirmation shall be considered to be delivered, when it becomes available to the addressee.



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- 3.13. If any dispute arises between the Parties regarding conclusion or termination of the Service Contract or the content thereof, he who alleges the conclusion or termination of the Service Contract or its specific content shall prove the conclusion or termination of the Service Contract or its content.

4. Payment of the Price

- 4.1. The Service Provider shall provide the Services only after the Guest has paid the Price in full to the Service Provider within the deadline provided.
- 4.2. The Guest shall pay the Price within 2 (two) workdays after the acceptance of the offer, or, if there are less than 2 (two) workdays between the acceptance of the Offer and the Day of Arrival, on Day of Arrival at latest. The Price shall be paid in euro or in Hungarian forint via wire transfer to the Bank Account of the Service Provider. The day of performance is the day when the Price is credited on the Bank Account.
- 4.3. The Service Provider shall send a confirmation to the Guest regarding the payment of Price and the finalization of Service Contract within 48 (forty-eight) hours after the Price has been paid. If the Price has been paid later than the deadline provided, the Service Contract is not finalized and the Service Contract ceases to exist automatically without further notifications. In this case the Guest is not entitled to request the Services. Despite the late payment, the Service Contract is considered to be finalized, if the acknowledgement regarding the payment of Price and the finalization of Service Contract is sent to the Guest within 48 (forty-eight) hours after the Price becomes available on the Bank Account of the Service Provider.
- 4.4. The Guest acknowledges that the Price contains the fee of Services and the value added tax determined in accordance with the regulation in force, but does not contain the tourist tax determined by the local municipality, as it has to be charged separately in accordance with the law.
- 4.5. Service Provider reserves its exclusive right to change the Price at any time without any prior notification provided that the Price contained in the existing Service Contract shall remain unchanged. The current Price is always available on the Website.
- 4.6. Service Provider shall issue an invoice on the Price in accordance with the regulation in force.

5. Rights and obligations of the Parties

- 5.1. The Parties are mainly entitled to the rights and burdened by obligations defined in this chapter.
- 5.2. Guest has right under the Service Contract to
- 5.2.1. check in the Accommodation from 14:00 on the Day of Arrival with the number of guests indicated in the Service Contract,
 - 5.2.2. use the Accommodation and premises connected thereto (Jacuzzi, sauna, wine cellar) in accordance with their intended purposes,
 - 5.2.3. use the Services provided by the Service Provider at the Accommodation
- 5.3. Guest is obliged under the Service Contract to



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- 5.3.1. comply with the Service Contract, these Terms and any other policies or regulation in force during the stay at the Accommodation and use of the Services.
 - 5.3.2. pay the Price defined in the Service Contract by the method and within the deadline specified in these Terms
 - 5.3.3. leave the rooms of the Accommodation until 11:00 of the Day of Departure (check-out),
 - 5.3.4. ensure that any children under age 14 within his or her responsibility stays in the Accommodation only under the supervision of an adult.
 - 5.3.5. abstain from acting in a scandalous or intolerable way that is clearly against the peaceful rest or relax in the Accommodation or against human interactions, or abstain from committing a misdemeanor or a crime.
- 5.4. Service Provider is entitled under the Service Contract to
- 5.4.1. the Price
 - 5.4.2. enforce statutory lien on the belongings of Guest that can be found in the Accommodation to the extent of the Price and any other claims (statutory lien),
 - 5.4.3. act in accordance with Chapter 6 of these Terms in case of Extraordinary Events,
 - 5.4.4. calling the Guest or guests to order regarding the use of Accommodation.
- 5.5. Service Provider is obliged under the Service Contract to
- 5.5.1. provide the Services in accordance with the Service Contract or these Terms,
 - 5.5.2. take any necessary measures, which are necessary to provide the Services,
 - 5.5.3. pay back the Price, if conditions set forth in these Terms for repayment of the Price are met.

6. Extraordinary Events

Guest acknowledges and accepts that in case of occurrence of any of these Extraordinary Events below, the Service Provider is going to act as follows:

6.1. Failure to use the Service

- 6.1.1. If Service Provider provided the Services (or made every necessary preparation to do so), but Guest does not arrive on the Day of Arrival, Service Provider has right to retain the full amount of Price. Guest is not entitled to claim the repayment of the Price.
- 6.1.2. An absence of possibility to use the Services shall be solely proven by the Guest.
- 6.1.3. If Guest does not provide a notice regarding the failure to use the Services on the Day of Arrival at latest, Service Provide has right to offer the Accommodation for third parties from the day after the Day of Arrival. Service Provider is entitled to retain and Guest is not



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entitled to claim the full amount of the Price even if the Accommodation is booked by an another guest.

6.1.4. If a notification is provided by Guest regarding the failure to use the Services on the Day of Arrival at latest, the Service Provider shall provide the Services until the Day of Departure.

6.2. Early departure

6.2.1. If Guest departs finally from the Accommodation before the Day of Departure as defined in the Service Contract, Guest is not entitled to claim the Price or any part thereof.

6.2.2. In case of early departure, Service Provider has right to offer the Accommodation for third parties. Guest is not entitled to claim Price or any part thereof even if the Accommodation is booked by an another guest.

6.3. Cancellation

6.3.1. Guest is not entitled to cancel the reservation after the Service Contract has been finalized. If the Services are cancelled by Guest, it is considered to be a failure to use the Services as set forth in Section 6.1 of these Terms, in which case the Service Provider is entitled to the full amount of Price defined in the Service Contract.

6.3.2. If the Guest is unable to use the Service, the Service Provider provides a right for Guest to book another date once within the calendar year. Guest shall provide a notice regarding the inability to use the Service before 3 (three) days before the Day of Arrival at latest. If Guest misses this notification deadline, the Service Provider is not obliged to provide right to use the Services on another date. If Guest does not accept the date offered by the Service Provider, or, if the deadline is missed, the Service Provider does not offer another date, the rules for failure to use the Services shall be applicable.

6.4. Additional use

6.4.1. If Guest or guests does not depart finally from the Accommodation within the deadline provided, i.e. 11:00 of the Day of Departure, Service Provider is entitled to claim fee of additional use from Guest for every day when the Accommodation is used by Guest. Fee of additional use shall be equal to the Price defined on the Website by the Day of Departure.

6.4.2. Fee of additional use becomes due simultaneously with the additional use.

6.4.3. Guest has right to additionally use the Accommodation only if Service Provider has given its prior consent in accordance with Section 6.5 of these Terms. In absence of a prior consent, additional use is considered to be a material breach of contract, for which Guest shall pay liquidated damages to Service Provider in an amount equal to the Price defined on the Website on the Day of Departure.

6.5. Prolongation

6.5.1. Prolongation means prior prolongation of the Service Contract by at least 1 guest night.

6.5.2. Prior consent of Service Provider has to be obtained by Guest for any prolongation of the Services proposed.



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- 6.5.3. Service Provider is not obliged to give a consent to a prolongation request. Service Provider can request to conclude a new Accommodation Service for the prolonged period as a condition for acceptance of the prolongation request.
- 6.5.4. The amount of Price shall be equal to the Price contained on the Website by the original Day of Departure.
- 6.5.5. Request for prolongation shall be submitted to Service Provider no later than 11:00 on the Day of Departure. If this deadline is missed by Guest, and final departure on the Day of Departure does not occur within the provided deadline, provision for additional use set forth in Section 6.4 of these Terms shall be applicable.

7. Termination of the Service Contract

- 7.1. The Service Contract is terminated, if all obligations are performed thereunder.
- 7.2. Parties are entitled to terminate the Service Contract by mutual consent at any time.
- 7.3. The Service Contract may not be terminated by cancellation or unilateral termination. In accordance with Section 29(1)l) of Gov. Decree No. 45/2014 (II. 26.) on Contracts between Consumers and Enterprises, the Guest is not entitled to exercise cancellation under Section 20 even if the Guest can be considered to be a consumer.
- 7.4. Guest has right to terminate the Service Contract with immediate effect, if
 - 7.4.1. Service Provider provides Services with a serious breach of contract and Service Provider does not repair its breach despite a notice to do so,
 - 7.4.2. Service Provider or any person acting on behalf of the Service Provider acts in a scandalous or intolerable way that is clearly against peaceful stay or relaxation at the Accommodation or human interactions and Service Provider does not repair it despite a notice to do so.
- 7.5. Service Provider has right to terminate the Service Contract with immediate effect, if
 - 7.5.1. Guest or any person using the Services damage the Accommodation or its surroundings, furnishings, accessories and any other property owned or in the possession of the Service Provider, and/or use any of them contrary its intended purposes and Guest does not discontinue such behaviour despite a notice to do so.
 - 7.5.2. Guest or any person using the Services does not comply with the security rules, or show a threatening, offensive or other intolerable behaviour, or act in a scandalous or intolerable way that is clearly against peaceful stay or relax at the Accommodation or ordinary human interactions and Guest does not repair it despite a notice to do so.
 - 7.5.3. Guest or any person using the Services commits a misdemeanor or crime,
 - 7.5.4. Service Provider determines that an Extraordinary Event defined in Section 6 occurred,provided that a prior notice does not have to be provided in case of termination defined in Section 7.5.1-7.5.3, if it cannot be reasonable expected from the Service Provider to preserve the Service Contract having regard to the behaviour complained.



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- 7.6. If the Service Contract is terminated lawfully by the Guest for any reason defined there, the Price of the unused Services, i. e. the days when the Guest are not present at the Accommodation, shall be paid back. For the use of the Services, every day when Guests or any of them are present, even for a part of this day, is considered to be a day when Services are used fully.
- 7.7. If the Service Contract is terminated by the Service Provider with immediate effect, the Service Provider is entitled to the full amount of the Price. The Guest is not entitled to claim the Price or any part thereof, regardless whether Services were actually used or not.
- 7.7. Regardless which party terminates the Service Contract with immediate effect, Guest and any person using the Services shall leave the Accommodation without any delay.

8. Handling of complaints

- 8.1. Any complaints arising from any act or misconduct of the Service Provider or any person on behalf of the Service Provider, quality of the Services or failure thereof, shall be made orally or in writing to the Service Provider on the Day of Departure at latest. These complaints shall be made to the contacts of the Service Provider (email address, phone number) defined in these Terms.
- 8.2. If a complaint is not handled properly by the Service Provider, Guest is entitled to commence the procedure of the competent consumer protection authority or conciliation body. The competent conciliation body for disputes under these Terms is the Conciliation Body of Budapest (seat: 1016 Budapest, Krisztina körút 99., III. emelet 310.; post address: 1253 Budapest, Pf.:10). Service Provider does not accept the decision of a Conciliation Body as binding.

9. Liability

- 9.1. Service Provider shall be liable for any damage occurred at the Accommodation and arising from the misconduct of the employees or other person acting on behalf of the Service Provider. Service Provider shall be not held liable for any damage arising from non-performance of duty to prevent, avert or mitigate damage.
- 9.2. Service Provider has the right to appoint one or more rooms where Guests are forbidden to enter. Service Provider is not liable for any damage occurred in these places having regard to the fact that these damage results from the misconduct of Guest.
- 9.3. Service Provider is only liable for belongings that are placed in the safe provided by Service Provider in the bedroom of the Guest. Service Provider is not liable for any loss in or destruction of belongings that were not placed in a safe. Service Provider provides a safe in every bedroom of the Accommodation for the safety of the belongings of Guest. Liability of Service Provider under this paragraph shall be limited to fifty times the daily price of the Accommodation in accordance with Section 6:369(1) of Civil Code. Exemption from liability under this paragraph shall be regulated by the general rules of Civil Code.
- 9.4. Guest shall inform the Service Provider immediately, if a damage occurs. Guest shall provide every information that is necessary for clarification of the facts or record the circumstances.
- 9.5. Guest shall also be liable for any damage incurred to Service Provider or any third person regardless whether the injured party has right to claim damages from the Service Provider. Service Provider has right to claim compensation from Guest for all damage, which were incurred by the Guest to a third party, but compensated by Service Provider based on a claim made by this injured third party against Service Provider.



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- 9.6. Guest shall compensate all damages that were incurred to Service Provider by other guests, who use the Services based on the Service Contract concluded by the Guest, in the course of or in connection with the use of Services.
- 9.7. Guest and other visitors or users of the Website acknowledge that they can use the Website only at their own risk. Service Provider is not liable for any damage occurred by Guest or other visitors or users of the Website in the course of using the Website.

10. Data process

The Privacy Policy available on the Website shall be applicable for data processing.

11. Miscellaneous provisions

- 11.1. If any clause or provision of these Terms or the Service Contract is found to be invalid, the remainder of these Terms and the Service Contract shall not be affected thereby. Upon such determination that any clause or provision is invalid, Parties shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible to the fullest extent permitted by the applicable law.
- 11.2. Service Provider has right to modify or amend in its sole discretion any information, offer, benefit or policies regarding the Services at any time provided that these modifications shall not affect the provisions of the existing Service Contracts.
- 11.3. In order to meet its obligation set forth in Section 5(2) of E-Commerce Act, the Service Provider hereby informs the Guest that the Service Provider is not subject to any code of conduct.
- 11.4. These Terms and any modification thereof shall enter into force by publication on the Website. These Terms shall be applicable to any Service Contract concluded on or after the day of publication. Unless otherwise specified, these Terms are not applicable to Service Contracts concluded before the publication of these Terms. The Terms in force are always available on the Website.
- 11.5. Parties shall act in good faith and with due regard to the rights and reasonable interests of the other party. Parties shall endeavour to reach an amicable settlement of any dispute or controversy resulting from, or arising in connection with, the performance of the Service Contract. In the event a settlement cannot be reached in a timely manner, the dispute or controversy shall be submitted to the competent courts of Hungary.
- 11.6. In any issues not regulated by these Terms or the Service Contract, the Hungarian regulation applicable to the business activity of Service Provider, in particular, the Civil Code, Act CLXIV of 2005 on Commerce and Gov. Decree 239/2009 (X. 20.) on Accommodation Services and Licensing Procedure for Operation of an Accommodation shall prevail.

Budapest, 5 November 2018