

**GENERAL TERMS AND CONDITIONS OF CONTRACT
HOTEL SERVICE PROVIDER (AMBASSADOR SUITE HOTEL)
/INTERNET USER (HOTEL GUESTS)**

1 General provisions.

1.1 These general terms and conditions of contract (**GTCC**) shall govern the agreements entered into by the Client of **the Ambassador Suite Hotel**, and the hotel guests (**guest**) These GTCC do not preclude the possibility of concluding other agreements relating to specific matters.

2 Conclusion of contract and deposit.

2.1 Reservations made shall create a contract between the hotel service provider and the guest - governed by these GTCC.

2.2 On booking, a deposit shall be charged to the guest's credit card, by bank or post transfer. The deposit shall be determined as a percentage of the total cost of the booked service.

The request of the deposit shall oblige the Hotel service provider to hold the reservation for 5 working days from the date of booking, which shall then be finally confirmed only if the hotel service provider will get a credit card number or a copy of the bank /post transfer paid within the 5 day deadline. Otherwise, the guest shall lose the reservation.

2.3 On completion of the booking process, the guest shall receive an e-mail or a letter from the hotel service provider, confirming the reservation and specifying, the nature of the service, the total cost of the service, and the amount of the deposit paid to the hotel service provider.

3 Arrival and departure dates.

3.1 The guest shall be entitled to access and use the booked services from 3.00 p.m. of the scheduled arrival date.

3.2 Use of the service required by the guest and provided by the hotel service provider before 6.00 a.m. shall be deemed an overnight stay for all intents and purposes.

3.3 Use of the booked services must end by 10am of the scheduled departure date.

4 Cancellation of reservation.

4.1 Cancellations by the hotel service provider.

The tourist service provider undertakes not to (fully and/or partially) cancel a reservation made, except in the case of fortuitous events or *force majeure*.

4.2 Cancellations by the guest.

Cancellation of a reservation by the guest shall be effective only if notified in writing (by post, fax or e-mail) to the hotel service provider concerned.

The guest shall be entitled to receive a full refund, from the hotel service provider, of the deposit paid only for cancellations notified to the hotel service provider, in writing, at least within the fixed days before the scheduled arrival date.

The refund shall be made by bank transfer.

4.3 Cancellations received after the aforementioned deadline shall be subject to a penalty applied by the hotel service provider, amounting to the deposit .

The hotel service provider shall also be entitled to collect further cancellation fees up to the total reservation price, minus the deposit.

4.4 The guest shall be obliged to pay for any booked services to the hotel service

provider, even if he or she does not use them.

5 Substitute accommodation.

5.1 The hotel service provider can provide substitute accommodation to the guest if this is justified and if it has the appropriate characteristics.

5.2 Substitute accommodation is justified, for example, if the originally booked accommodation can no longer be used or if the substitution is made necessary for important management-related reasons.

5.3 In the event of cancellation by the tourist service provider for fortuitous events and/or case of *force majeure*, it shall be obliged to provide the guest with substitute accommodation of similar standard. In the exceptional case that the guest is informed of the cancellation only on arrival, the tourist service provider undertakes to provide substitute accommodation within the space of four hours.

5.4 Any extra costs for the substitute accommodation shall be charged to the hotel service provider.

6. Guest's rights.

6.1 The guest shall be entitled to use the booked accommodation and the hotel's facilities and amenities - normally accessible to its guests at no special conditions - from the beginning of his or her stay.

7. Guest's obligations.

7.1 Guest undertakes to pay the price of the accommodation, minus the deposit paid, at the end of his or her stay. Hotel service provider shall accept foreign currencies as far as possible and at the day's exchange rate. Hotel service provider, however, is not obliged to accept cheques.

7.2 If the hotel sells food products and beverages on its premises and the guest introduces and consumes any food products or beverages in the hotel's common areas, hotel service provider may charge the cost thereof to guest.

7.3 Guest shall seek permission from the hotel service provider before using any unusual electronic equipment.

7.4 General indemnification regulations shall apply in the case of damage caused by the guest. Therefore, guest shall be liable for any loss or damage suffered by the tourist service provider, or third parties, caused by guest or by any person(s) for which he or she is responsible, also in the case in which the injured party files a claim against hotel service provider.

8 Hotel service provider's rights.

8.1 If the guest fails to pay the amount due and agreed to or delays the payment thereof, hotel service provider shall be entitled to keep the guest's belongings in the hotel as security for the payment of amount due.

8.2 Hotel service provider shall be entitled to pledge the guest's belongings in the hotel as security for the amount due.

8.3 In the event guest requires extra room services, or other extra services at special hours, hotel service provider may charge extra fees, subject to the extra fee being clearly specified in the information brochure displayed in the room. Hotel service provider, however, may refuse to provide any extra services for organizational reasons.

9 Hotel service provider's obligations.

9.1 Hotel service provider is obliged to provide the service agreed to at the appropriate standard.

9.2 Hotel service provider warrants and represents that the rates displayed include all applicable taxes and charges. The hotel service provider shall clearly specify whether any extra taxes or charges shall be applied - on top of the displayed rates - and the amount thereof.

9.3 Hotel service provider undertakes to specify the rates in accordance with paragraph 9.2, assuming exclusive liability for their completeness and correspondence to fact.

9.4 Extra services provided by hotel service provider and not included in the specified accommodation rates:

- a) special services that can be charged separately, in which case they must be clearly indicated by the hotel service provider, such as, for example, use of conference facilities, swimming pool, solarium, garage, etc.;
- b) any extra beds, for adults or children, shall be charged at special rates.

10 Responsibility of tourist service provider.

10.1 Hotel service provider shall be held responsible for any loss or damage suffered by the guest on the hotel premises and caused by the hotel management or its employees.

10.2 Hotel service provider shall be accountable for no more than € 1.100,00, as consignee of any goods brought into the hotel by guest, if and to the extent that it is unable to prove that the loss or damage was not caused by itself, its employees or any persons having authorised access to its premises, in which case it shall be liable for no more than € 550,00, for valuables, cash and securities, unless it had taken them into safe custody and it is found that the damage was caused by itself or its employees, in which case it shall be liable for the entire value thereof.

Hotel service provider may refuse to take valuables, cash and securities into safe custody, in the case of valuables whose value exceeds that which a given type of guest normally puts into safe keeping, taking account of the hotel category. Goods shall be deemed to have been brought into the hotel from the moment in which they are consigned to a hotel employee or are placed in a safe custody area on the hotel premises.

11 Pets.

11.1 Pets are not allowed on the hotel premises without the management's prior permission, which, if accorded, shall be subject to the payment of an extra fee. In any case, pets will not be allowed in the hotel lounges, common areas and restaurants.

11.2 Guest shall be responsible for any damage caused by his or her pets, in accordance with the applicable regulations.

12 Extension of stay.

12.1 Tourist service provider can accept an extension of stay by guest.

13 End of stay.

13.1 If the accommodation agreement is a closed-end one, the guest's stay shall end on the scheduled departure date. If guest decides to leave before the scheduled departure date the hotel service provider shall nevertheless be entitled to payment of the full price agreed upon. In this case, the hotel service provider shall be entitled to re-assign the room(s) previously occupied by the guest, as far as possible.

13.2 If guest fails to make the occupied room available by 10am of the scheduled departure date, hotel service provider may charge him or her another night.

13.3 Hotel service provider is entitled to immediately terminate the agreement in the following cases:

- a) guest carries out actions on the hotel premises that are harmful to property, or renders continued cohabitation with the other hotel guests intolerable, or adopts an unrespectful, scandalous or generally irresponsible behaviour, or commits offences against tourist service provider, its employees and/or any persons present in the hotel premises, in respect of property, good morals and personal safety;
- b) guest is affected by an infectious disease, or illness whose course exceeds the scheduled stay, or which requires special care;
- c) guest fails to settle his or her bill within the agreed term.

14 Sickness of guest on the hotel premises.

14.1 Should the guest fall ill during his or her stay at the hotel, the tourist service provider is obliged to provide appropriate care, if this is necessary and if the guest cannot provide for himself or herself.

14.2 Hotel service provider shall be entitled to claim compensation from the guest, or from his or her successor, in the following cases:

- a) for any medical expenses incurred on account of the guest and not reimbursed by him or her;
- b) for any disinfection costs, if prescribed by a medical authority;
- c) for any materials, such as beds or bed linen, bath towels, etc. that are no longer usable, and which materials shall be given to guest's successor(s), or for the disinfection costs incurred;
- d) for any cleaning or repair costs of walls, furniture, carpets, etc., if these are soiled or damaged in consequence of the sickness;
- e) for costs related to the impossibility to use a room in connection with the sickness or death (for no less than three and no more than seven days).

15 Place of performance and jurisdiction.

15.1 The place of performance of the contract is the location where the hotel service provider is based.

15.2 With regard to any disputes arising between the hotel service provider and guest, in connection with the performance of this agreement, the guest - in his or her capacity as consumer - elects as his or her domicile and/or place of residence the place where the hotel service provider is based.

In pursuance of the Civil Code Article 1341 (2), the parties specifically accept the following clauses: 2 (Conclusion of contract and deposit), 4 (Cancellation of reservation), 6 (Guest's rights), 7 (Guest's obligations), 8 (Hotel service provider's rights), 9 (Hotel service provider's obligations), 10 (Responsibility of hotel service provider), 11 (Extension of stay), 13 (End of stay), 14 (Sickness or death of guest on the hotel premises), 15 (Place of performance and jurisdiction).