

business planet rendezvényszervező kft
H-1034 budapest, tímár u 26.
tel.: (36) 1 275 3485, fax: (36) 1 274 0102
mobil: (36) 30 500 7053
e-mail: office@kidsplanet.hu
www.kidsplanet.hu

Please, read carefully the following!

N.B. The present GTC was composed in Hungarian, then translated into English language. In case of conflicting provisions in different languages, the Hungarian version prevails!

GENERAL TERMS AND CONDITIONS (GTC)

1./ Assignments of any kind of programme services between BusinessPlanet Rendezvényszervező Kft. (BusinessPlanet Programme Services Ltd., hereinafter referred to as: **Service provider**) and its natural person and business entity **Customers**, as well as the use of services offered at websites <http://www.businessplanet.hu> and <http://www.kidsplanet.hu> are governed by provisions of the present General Terms and Conditions, provided that the **Contracting Parties** do not have a separate written agreement ruling otherwise.

Entering <http://www.businessplanet.hu> and <http://www.kidsplanet.hu> Webpages implies that the User accepts the Terms and conditions set out below even without registration. The www.businessplanet.hu, www.kidsplanet.hu and the content of the newsletter are the exclusive property of BusinessPlanet Programme Services Ltd.

The **Service provider** binds the use of certain services to registration, in the course of which the **Service provider** comes into possession of the **Customer's** personal data, but in any case this data is given voluntarily. The registration, as well as the management of personal data provided by the Customer when concluding service contracts are in compliance with the *Act No. 63 of 1992 on protection of personal data and publicity of public data* as well as with the *Act No. 112. of 2001. on certain aspects of information society services*.

As a User You can have access to the information without registration, but some services are available only after being registered. Registration is free of charge. As a User You are entitled to display the information on your screen, print individual pages (but not reproduce them), download and store information on a disk or server (not network) for personal, non-commercial purposes. Any other use is subject to the **Service provider's** authorization.

The information we collect and the mode we use it is the following:

1. If You visit our websites as a Non-registered User:

Although we do not ask personal information from You, You still have access to our websites, however You cannot use the services bound to registration.

The **Service provider** may collect certain aggregate data called web log information



business planet rendezvényszervező kft
H-1034 budapest, tímár u 26.
tel.: (36) 1 275 3485, fax: (36) 1 274 0102
mobil: (36) 30 500 7053
e-mail: office@kidsplanet.hu
www.kidsplanet.hu

(such as your web browser, operating system, pages visited, etc.) and may use cookies when You visit our site often. For example, when You visit our website, our web server automatically recognizes certain non-personal information, not limited to the following: the date and time when you visited our website, the address you visited, the pages you visited, the referral (ie, Your URL of origin), the type of browser You are using, the type of operating system You are using, the domain name and address of your Internet service provider. Neither our cookies, nor our web log data will collect any personal information, such as your name or e-mail address.

2. If You visit our websites as a Registered User:

The following service is provided only for registered Users:

* Newsletter

During the registration You must provide your name and e-mail address. The personal data optionally provided by You for BusinessPlanet Programme Services Ltd. during your registration remain at your disposal and under no circumstances may fall into someone else's hands. We use your e-mail address only to send you newsletters and relevant information on the operation of the website. Upon receipt of each and every letter You have the opportunity to decide, whether You want to make use of this service in the future or not.

Some pages may contain advertisements. Advertisers are responsible for the authenticity and legal compliance of the information published. BusinessPlanet Programme Services Ltd. disclaims all liability in this regard.

Due to the very large number of information sources, and the resulting control difficulties, BusinessPlanet Programme Services Ltd. assumes no responsibility whatsoever for the accuracy and authenticity of the service data.

Should You have any questions, please, contact us at Your first convenience at info@kidsplanet.hu e-mail address.

2./ The effect and disclosure of GTC

The present General Terms and Conditions shall enter into force at 9th November 2009 and will remain in force until revoked, or any amendments come into force. Any eventual changes shall come into force 15 (fifteen) days after their appearance at the website.

The up-to-date and complete text of the GTC is published at websites <http://www.businessplanet.hu> and <http://www.kidsplanet.hu> under Terms and Conditions web menu item.

The **Service provider** attends to the introduction of the present General Terms and Conditions to the **Customers**, by specifically drawing their attention to its existence and availability in the texts of his Order-form, of Agreement of Programme Services, as well as of the Registration Form.

business planet rendezvényszervező kft
H-1034 budapest, tímár u 26.
tel.: (36) 1 275 3485, fax: (36) 1 274 0102
mobil: (36) 30 500 7053
e-mail: office@kidsplanet.hu
www.kidsplanet.hu

3./ Definitions

- * **Group Bookings:** ordering 11 (eleven) or more rooms or tickets is subject to a different perception of prices, discounts, advances, and penalty conditions compared to an individual booking.
- * **Individual Bookings:** ordering maximum 10 (ten) rooms or tickets, for maximum 30 (thirty) persons.
- * **Event, Happening, Programme:** programmes, family reunions, weekend trips, conferences, press conferences, exhibitions, presentations, evening parties, balls, cocktail parties, banquets, receptions, trainings, team buildings, and all indoor or outdoor activities, pastimes, recreations that are included in the Programme Services Agreement or at the Registration Form.
- * **Leisure Park:** an indoor or outdoor area displayed or advertised specifically at web page <http://www.kidsplanet.hu> operated by the **Service provider** providing for quality and entertaining leisure time, fun-time experience, for example: safari park, zoo, botanical garden, amusement park, adventure park, leisure park, circus, aquapark, water park, etc.
- * **Discount for Children:** reduced price offered by the Hotel and/or the Pleasure Park for children under 12 (twelve) years of age. If – in order to take advantage of the Discount for Children, or for other reasons - the **Customer** supplies erroneous data regarding the age of the child(ren), he shall take full (financial and other) liability for the consequences towards the **Service provider** and/or Hotel / Pleasure Park.
- * **Third Party:** all natural persons and business entities whose services are employed by the **Service provider** by authority and at full liability of the **Customer** in order to organize and arrange the event, programme. Owners, operators, managers and agents, of hotels, restaurants, bus companies, taxi companies, other vehicle leasing companies, sports facilities, leisure parks, public baths, museums, as well as interpreters, guides, group's, etc. are to be considered as Third Parties.
If in order to provide his own service the **Service provider** concludes a contract with a Third party and with respect to the service performance or cancellation of the contract it contains more stringent conditions (deadlines, provisions) than the one concluded between the **Service Provider** and the **Customer** or the present Terms and Conditions then these more stringent conditions shall take effect between the **(Contracting) Parties** as well, among them, on condition that the **Service provider** brings this fact to the **Customer's** attention.
- * **Location/Site:** domestic and foreign, as well as indoor and outdoor area negotiated and agreed in advance by the **Parties** at which the event, programme is to be held.
- * **Written order:** any kind of written message (postal mail, e-mail, fax, telegram, SMS, text message) arriving from the **Customer** that refers to ordering some service provided or negotiated by the **Service Provider**. The written order shall remain in force until the **Customer** - also in writing - has not cancelled it specifically identifying the service. The order cancelled within the deadline bound to penalty shall work out according to the conditions of cancellation regulated in point No. 11./.
- * **Cancellation:** if the **Customer** completely resigns from a service ordered by him and confirmed by the **Service Provider**. Resignation of the order must be communicated in writing to the **Service Provider** at all times. Validity of the resignation begins at the

business planet rendezvényszervező kft
H-1034 budapest, tímár u 26.
tel.: (36) 1 275 3485, fax: (36) 1 274 0102
mobil: (36) 30 500 7053
e-mail: office@kidsplanet.hu
www.kidsplanet.hu

date of receipt by the **Service Provider**. In these cases the penalty payment is based on the total cost of the ordered service, including direct and indirect services of the **Service Provider**.

* **Customer:** the Party signing the Agreement on Programme Services with the **Service Provider** or his representative / proxy / agent / subcontractors for his direct or indirect services, or completing the Registration Form at <http://www.kidsplanet.hu> Website.

* **Optional time:** the period (deadline) confirmed in writing by the **Service provider** for the **Customer** during which the **Service provider** keeps (a record of) the reservation for a specific service at a specific date and time. The **Service provider** is entitled to delete the reservation without prior notice on the expiration of this period if in the meantime the **Customer** had failed to reconfirm the reservation with a down payment of 60 (sixty) or 100 (hundred)% of the service charges – depending on the date.

* **Programme Services/Organization:** all activities performed on the basis of the written order of the **Customer** in order to prepare or manage the programme, event organized directly or indirectly (that is, involving third-party service) by the **Service provider**.

* **(Contracting) Parties:** the **Customer** and **Service provider** together.

* **Service provider:** BusinessPlanet Programme Services Ltd., the contractual partner of the **Customer**, operating the <http://www.businessplanet.hu> and <http://www.kidsplanet.hu> websites, whose registration form was completed by the **Customer** at <http://www.kidsplanet.hu> website.

* **Hotel:** hotel, guest house, mansion, and all other types of accommodation displayed or specifically advertised by the **Service provider** at <http://www.kidsplanet.hu> web page.

* **Catering:** food, beverage, room rental, service charges, eventual music or programme broadcasting provided or transmitted by the **Service provider** on the basis of the **Customer's** written order.

* **Catering costs:** all costs and taxes of all items listed under the entry Hospitality (in case of music services including the copyright royalties to be paid for ARTISJUS).

4./ Subject of the contract

The **Service provider** assumes the obligation of providing service(s) as per written order of the **Customer** accepting the provisions of the present General Terms and Conditions, the **Customer** on the other hand undertakes to pay the charges of the given service(s) pursuant to the written order.

5./ Individual booking, order, confirmation, payment, issuance of a voucher

Individual hotel reservations shall be accepted by the **Service provider** till the 3rd (third) workday prior to arrival, whereas Adventure Park Ticket Reservations shall be accepted till the 2nd (second) workday.

Exceptions are the packages called "Last minute bid" advertised under menu point "Specials" which can be booked 24 (twentyfour) hours before the arrival date.

The written booking is co-ordinated with the participating Third parties, then based on the time and capacity available is reconfirmed in writing by the **Service provider** within

business planet rendezvényszervező kft
H-1034 budapest, tímár u 26.
tel.: (36) 1 275 3485, fax: (36) 1 274 0102
mobil: (36) 30 500 7053
e-mail: office@kidsplanet.hu
www.kidsplanet.hu

not more than 2 (two) workdays for the **Customer** and is kept recorded until the Optional Time. Any need for change emerging following the confirmation by the **Service provider**, is required to be sent in writing and the **Service provider** has the right to consider its acceptance in accordance with the available options.

The **Service provider** is entitled to cancel the reservation without previous notice if the **Customer** had not confirmed his order with 60 (sixty) % advance of the costs of the ordered service(s) during the Optional time. In case of being within 30 (thirty) calendar days of the planned arrival date the **Customer** is required to pay the full amount, i.e. 100 (one hundred) % of the charges of the ordered services to the bank account of the **Service provider** in order to keep the reservation. The **Service provider** excludes all liability in full for damages potentially resulting from the above.

Within 48 (forty-eight) hours after the appearance of the service charges in 100 (one hundred) % at his bank account the **Service provider** shall issue a voucher for the ordered service(s) and shall - depending on the time available - mail or e-mail it for the **Customer**.

The Hotels, Leisure parks displayed, advertized on websites of the **Service provider** shall commit themselves to accept the vouchers issued by the **Service provider** for the basic services (in case of Hotels: accommodation with breakfast or half board, in case of Leisure Parks: tickets) concerned. All other, additional services (mini-bar consumption, telephone, wellness, massage, etc.) employed by the **Customer** shall be paid personally on the spot by the **Customer**. The **Customer** shall take full liability for the consequences of default.

6./ Conditions of Group Orders

Group bookings, ordering of programme services for groups shall be accepted by the **Service provider** till 21 (twenty-one) calendar day prior to the event, programme. The **Service provider** shall do his utmost for high-level preparation and management of an event ordered within this period but the **Customer** shall acknowledge that the outcome essentially depends on the availability of Third-party services for which the **Service provider** shall not be liable.

Agreement on Programme Services may be established by the **Service provider's** written confirmation of the order, or Registration Form, as well as by the **Customer's** written acceptance of the bid submitted by the **Service provider**, in both cases only when followed by down payment in accordance with the provisions of 7./ a.

By signing the contract, agreement aiming at organizing a programme, event, happening, room rental, accommodation, food, beverages, recreation, entertainment, transport, travel, and any similar service, the **Customer** agrees to accept the **Service provider's** GTC for the issues separately not regulated otherwise.

Each contract must contain the data identifying the **Parties**, such as: the exact company name, address of its head-quarters, postal and billing address, registration number, VAT number, bank identification information, SWIFT Code, IBAN bank account number, name of the contact person and the person authorized signing on the spot, their title, contact information, in case of natural persons: name, name at birth, mother's name, permanent address, contact details, bank identification information, IBAN bank account number. The

business planet rendezvényszervező kft
H-1034 budapest, tímár u 26.
tel.: (36) 1 275 3485, fax: (36) 1 274 0102
mobil: (36) 30 500 7053
e-mail: office@kidsplanet.hu
www.kidsplanet.hu

Parties are required to immediately notify each other of any data changes that would effect their valid contract.

The **Customer** shall take note that in case of non-exclusive, incomplete use of the site of the hotel or leisure park, they may organize other events, programmes on the areas not used by the **Customer** without interfering with his event, programme. In case of exclusive, complete site rental the **Customer** is required to pay also the rental fee and taxes of the areas actually not used by him.

The **Customer** shall take note that, if he fails to sign a draft contract (Agreement on Programme Services), or fails to remit the agreed advance to the **Service provider's** bank account before deadline, the **Service provider** will terminate the contract performance, will cancel all ordered Third-party services with immediate effect, and will completely decline the financial consequences of the above.

7./ Payment Terms for Group Orders

The **Customer** is required to pay the following advances on the basis of the down payment form sent by the **Service provider**:

a. 50 (fifty) % of the costs estimated in the Agreement on Programme Services shall be paid within 14 (fourteen) calendar days from the order but no later than **the 7th (seventh) calendar day** before the starting day of the event, programme

b. all additional costs of the event shall be paid after the conclusion of the account.

If the **Parties** have not otherwise agreed in writing, the **Customer** shall settle the account completely within **8 bank days** of the issue, and no later than the receipt of the invoice.

According to sections (1), (2) and (3) of 301/A. § of Hungarian Civil Code in case of late payment the **Service provider** is entitled to charge the central bank interest rate valid on the last day of the semester preceding the semester of the delay plus 7 (seven) % as interim interest. The interest is due after 30 (thirty) days of the date of receipt of the **Service provider's** demand for payment (invoice) or of the date of performance if the **Service provider's** demand for payment (invoice) had anticipated his performance, or the date of receipt can not be determined.

8./ The number of participants in respect of all services

The **Customer** shall inform the **Service Provider** of the final number of participants at the latest **4 (four) business days** before the starting date of the event otherwise the number mentioned in the Agreement on Programme Services shall be considered as guaranteed (final) number.

a. The **Service provider** is entitled to charge fees for the difference between the number stipulated in the Agreement and the final guaranteed number as follows:

i. in case of cancellation 5 (five) calendar days before the starting date of the event (and if the number of cancelled people does not exceed 5 (five) % of the ordered number!!!): there is no differential fee

business planet rendezvényszervező kft
H-1034 budapest, tímár u 26.
tel.: (36) 1 275 3485, fax: (36) 1 274 0102
mobil: (36) 30 500 7053
e-mail: office@kidsplanet.hu
www.kidsplanet.hu

ii. in case of cancellation within 5 (five) calendar days before the starting day of the event, over 10 (ten) % reduction, no shows at hotels / leisure parks, not participating people at the program / meal, 100 (one hundred) % of the value of the services ordered is to be paid.

b. If the actual number of participants is lower than the final guaranteed number, the latter will be the basis of the invoices. In case of increase in the number of actual participants the invoice will be prepared on the basis of the actual number. If the actual number of participants exceeds the final guaranteed number by more than five (5) % - after consultation with the **Customer** - the **Service provider** is entitled to change the confirmed service.

9./ Services provided by the Service provider

The **Customer** and **Service provider** agree that the detailed project of a programme or event is the intellectual product of the **Service provider**, the whole and/or the elements of which shall not be used for any purpose either in part or in whole by the **Customer**, or his staff without the written consent of the **Service provider**.

10./ Services provided by Third parties

If during an event, programme the terms and conditions of a Third Party mediated by the **Service provider** are more stringent than the ones of the **Service provider** himself, these more stringent conditions will be valid also between the **Parties**, provided that the **Service provider** had informed the **Customer** in writing of this fact, and of the whereabouts of the Third party's Terms and conditions.

The **Customer** takes note that in case of music services (either live or by machine) he himself has the obligation to inform the SZJH (Office of Intellectual Property Rights), and has the obligation to pay the royalty to the ARTISJUS.

11./ Terms of cancellation and termination

a. If the event, programme is cancelled for reasons beyond the scope of responsibility of the **Service provider**, upon receipt of the written waiver he has the right to remuneration from the **Customer** as follows:

i. The total cancellation of accommodation, conference services, transfers, other programs, admission fees or reduction in the number of participants more than:

* 30 (thirty) calendar days before the arrival / start date - is free of charge.

* 21 (twenty-one) calendar days - 50 (fifty) % of the estimated gross cost

* 14 (fourteen) calendar days - 75 (seventy-five) % of the estimated gross cost, and

* 7 (seven) calendar days - 100 (one hundred) % of the estimated gross cost needs to be paid as cancellation penalty.

business planet rendezvényszervező kft
H-1034 budapest, tímár u 26.
tel.: (36) 1 275 3485, fax: (36) 1 274 0102
mobil: (36) 30 500 7053
e-mail: office@kidsplanet.hu
www.kidsplanet.hu

ii. The total cancellation of Catering or reduction in the number of participants:

* Catering ordered for a maximum of 30 (thirty) persons, and/or ordered together with accommodation up to 72 (seventy-two) hours before the starting time/date may be cancelled in writing without penalty.

In case of cancellation within 72 (seventy-two) hours 100 (one hundred) % of gross fee of the ordered service(s) shall be paid as cancellation fee / penalty /.

* Catering ordered for more than 30 (thirty) persons, and/or without accommodation may be cancelled in writing without penalty up to 14 (fourteen) calendar days before the starting time/date.

In case of cancellation within 14 (fourteen) days 100 (one hundred) % of gross fee of the ordered service(s) shall be paid as cancellation fee / penalty /.

In both cases, if there had been no cancellation, but the Guest had not arrived either, 100 (one hundred) % of gross fee of the ordered service(s) of the first 48 (forty-eight) hours shall be paid as penalty, but the Catering of the following days are considered to be cancelled.

ATTENTION!!! The Service provider hereby kindly draws the attention of his Individual Customers - especially the ones travelling with children - to consider taking out a Cancellation Insurance Policy simultaneously with the booking in order to reduce the financial burden of any unexpected event (sudden illness, sickness, etc.) forcing them to cancel the booking!

b. If the **Customer** or his partner shall breach the Agreement, or the event, programme proves to be a hazard to or may adversely affect the operation, safety, or reputation of the **Service provider**, he is entitled to immediately cancel the event, with the total exclusion of any liability for damages caused by this to the **Customer**.

c. For a serious breach of contract both **Parties** shall have the right for termination with immediate effect. A serious breach of contract constitutes eg. breach of the terms of payment.

12./ Damages and liabilities, force majeure

The **Customer** agrees and acknowledges that the content, timetable, schedule of the outdoor activities, events, programmes organized by the **Service provider** may change because of weather conditions.

In need for change due to weather conditions the **Service provider** shall consult in advance with the **Customer**. The **Service provider** is entitled to provide an alternative program of the same value and quality - bearing the safety aspects in mind - at the same time, or provide the same programme specified in the contract between the **Parties** at another time.

business planet rendezvényszervező kft
H-1034 budapest, tímár u 26.
tel.: (36) 1 275 3485, fax: (36) 1 274 0102
mobil: (36) 30 500 7053
e-mail: office@kidsplanet.hu
www.kidsplanet.hu

Claims for compensation from the **Service Provider** may be enforced exclusively in connection with extraordinary events occurring under the effect of the contract or during the event, programme (including the preparatory and dismantling period as well) and the amount of such claims shall be maximized in the fee of the event, programme.

Objections related to the fulfillment of this contract, any claim for compensation may be submitted in writing to the **Service Provider** 1 (one) working day of the completion date of the event. The objection must state the breach of the specific duty and the underlying facts of the complaint. The **Customer** may present his objections only in case and on the basis of deficiencies indicated in such a way. The validity of the claim for damages will commence at the date of receipt by the **Service Provider**. By not presenting objections within the period indicated above, the **Customer** states to have accepted the flawless execution and **Service provider** is entitled to issue the final account.

The **Contracting Parties** conclude that the **Customer** shall take full liability for the damages caused in property or possession of the **Service provider** / Third Party by people (employees, subcontractors, guests, as well as other persons of his sphere of interest) appearing at the event, programme ordered by him. He shall pay full compensation in case the **Service provider** mails the minutes recording the damages and signed also by the representative of the **Customer** on the spot in 1 (one) business day after the event. This liability for reparation in full is valid also for causing unintentional harm.

The **Service provider** excludes all responsibility for contraventions committed by the **Customer** and his Guests during the event, programme.

The **Service provider** hereby calls the attention of his **Customers** to properly insure his more valuable assets, because the **Service provider** takes responsibility only for the objects taken over against acknowledgment of receipt.

In addition, the **Parties'** responsibility shall be governed by the rules of the Hungarian Civil Code (Ptk.).

If the performance becomes impossible for an unavoidable reason for which none of the **Parties** is liable, because of a force majeure event fixed also in the Hungarian Civil Code (including but not limited to: natural disasters, extreme weather impacts, war, power failure, strike, traffic accident, unannounced closure of navigation, flood, ice, shallow water, heavy fog, machine failure, quarantine, etc.) the **Service provider** shall be exempt from any liability, and from any claim for compensation of the **Customer**.

The contracting **Party**, who obtains knowledge of an irresistible obstacle or becoming impossible of the performance, is required to inform the other **Party** immediately. The **Party** failing to inform the other **Party** becomes liable for the default, loss or damage resulting from this failure even if he was not liable for the performance becoming impossible otherwise. fulfillment of the obligationfcdf



business planet rendezvényszervező kft
H-1034 budapest, tímár u 26.
tel.: (36) 1 275 3485, fax: (36) 1 274 0102
mobil: (36) 30 500 7053
e-mail: office@kidsplanet.hu
www.kidsplanet.hu

13./ Miscellaneous Provisions

During the fulfillment of the obligation the **Service provider** is required to take the **Customer's** instructions and interest into account at all times. The instructions of the **Customer** however, may not cover the work organization, may not make the **Service provider's** performance more burdensome, and the occurring requests may not prevent the implementation planned by professional considerations.

The **Customer** takes note that the **Service provider** is entitled to employ subcontractor(s) in the performance of this contract.

If after signing the contract, the **Customer** submits any amendments, he is charged the additional associated costs. The **Service provider** reserves the right to change the prices in case the number ordered decreases at least by 10 (ten) % or the duration changes.

If the duration of the event, programme exceeds the contractual period, the **Service provider** is entitled to charge extra costs deriving from the prolonged stay. The services required beyond the fixed contractual period of time, shall be ordered on the spot by the **Service provider** after consultation with the **Customer** and shall be fixed in the Annex, which forms part of this contract.

If the **Customer** requires amendments in the data of the event, programme after the final deadline for modifications, the **Service provider** shall examine the possibility of the required changes with the greatest possible care and in accordance with the **Customer's** interests, however, the Service provider can not be obliged to fulfill the modifications. The waiver or modification may be submitted only in writing and directly to the **Service provider**, the actions taken over the phone or via SMS must be reconfirmed in writing still on the same day of action.

Contracting Parties commit themselves to cooperate closely in the performance of this contract, and inform each other of the conditions necessary to fulfill the contract in full.