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Contract Terms & Conditions

1) Subject matter, purpose and term of the Lease Agreement

1.1) The subject of the Lease Agreement is the Property rented by the Lessee under the terms and conditions set out herein and specified in the Booking Confirmation.

1.2) The Booking Confirmation contains the details of the Parties, the details of the Property reserved by the Lessee, the Rent, the Lease Term and any specific agreements of the Parties and information in relation to the terms and conditions of the lease.

1.3) The Property can be used for residential purposes only; it can not be sublet to other parties, neither can it be used for any commercial activities, nor for any illegal activities or purposes.

1.4) The Lease Term is specified in the Booking Confirmation. The Lease Agreement automatically terminates upon the expiry date of the Lease Term as set out in the Booking Confirmation.

2) Rent

2.1) The Rent is the amount specified in EUR in the Booking Confirmation payable by the Lessee for the Lease Term. If the rent is paid in HUF, the exchange rate shall be based on the rate of www.xe.com on the day of the payment.

2.2) The Rent includes the consideration for using the Property, the operational costs of the Property incurred by the Lessor, the consideration for services agreed to be provided by the Lessor under the Lease Agreement, as well as taxes and other costs in relation to the Property.

3) Payment conditions

3.1) Upon receiving the Reservation Summary email, the Lessee must make an Advance Payment to confirm the reservation. The amount of the Advance Payment is 50% of the Rent in the case of a Lease Term of three months or shorter, and 25% of the Rent in the case of a Lease Term being longer than three months.

3.2) The Lessee must pay the Advance Payment by bank transfer to the bank account specified by the Lessor in the Reservation Summary, or by PayPal, or, alternatively, in cash to the Lessor.

3.3) Should the payment of the Advance Payment not be credited to the owner's account within 10 business days from the date of the Reservation Summary the reservation shall be deemed cancelled by the Lessee. By the payment of the Advance Payment by the Lessee, the terms and conditions of the Lease Agreement shall be deemed approved by the Lessee.



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3.4) Upon the date of the occupation of the Property by the Lessee, the remaining amount of the Rent and a Security Deposit must be paid by the Lessee to the Lessor in cash. In the case of a Lease Term exceeding three month, the Rent can be paid on a monthly basis as agreed separately by the Lessor and the Lessee and specified in the Booking Confirmation.

4) Cancellation, extension, change of commencement date

4.1) If the reservation is cancelled by the Lessee not later than six weeks prior to the commencement date of the Lease Term, the Lessor shall return 80% of the Advance Payment. If the reservation is cancelled by the Lessee six weeks or later than six weeks but not later than four weeks prior to the commencement date of the Lease Term, the Lessor shall return 50% of the Advance Payment. If the reservation is cancelled by the Lessee four weeks or later than four weeks prior to the commencement date of the Lease Term or the Property is not occupied by the Lessee on the commencement day of the Lease Term the Lessor shall be entitled to keep the amount of the Advance Payment as a general compensation.

4.2) In the event that the Lessor is unable to provide the Lessee with the Property specified in the Booking Confirmation, the Lessor shall be entitled to:

- offer a replacement Property of the same or higher value. If the replacement Property has a higher value, the Lessee must accept the payment of the difference and the Rent shall be increased accordingly. However, if it is unacceptable to the Lessee, the Lessor must cancel the reservation and return the 100% of the Advance Payment to the Lessee within 5 business days; or
- offer a replacement Property of the lower value. In such a case, if it is acceptable for the Lessee, the Rent shall be decreased accordingly. However, if it is unacceptable to the Lessee, the Lessor must cancel the reservation and return the 100% of the Advance Payment to the Lessee within 5 business days; or
- if no Property is available for the Lease Term, cancel the reservation and return the 100% of the Advance Payment within 5 business days.

4.3) The Lessee may wish to extend the Lease Term with the Lessor's prior written approval, if the Property currently leased by the Lessee, or if another Property offered by the Lessor and acceptable for the Lessee is available for the contemplated additional period. If the other Property offered by the Lessor is with a higher value than the Property currently leased, the Lessee must accept the payment of the difference and the Rent shall be increased accordingly, otherwise the Lease Agreement shall be deemed terminated upon the expiry of the Lease Term.

4.4) If the Lessee wishes to change the commencement date of the Lease Term after the payment of the Advance Payment, it shall be deemed as a new reservation. In such a case, the Lessor shall send a new Booking Confirmation to the Lessee, if vacant properties are available for the respective period. If no vacant properties are available, or the Lessee does not accept the new Property offered by the Lessor or the terms and conditions, the Parties must settle their claims with each other in accordance with the provisions applicable to cancellation by the Lessee as specified in clause 4.1.



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5) Use of the Property

5.1) The Property cannot be used by more persons at a time than specified as the maximum number of guests in the Booking Confirmation. If further persons intend to use the Property in the number exceeding the maximum number of guests specified in the Booking Confirmation, it requires the prior written approval of the Lessor. However, such use is subject to an extra fee to be established by the Lessor.

5.2) The Lessee shall be obliged to use the Property properly, and only for the purpose set out in clause 1.3, in accordance with the terms and conditions of the Lease Agreement, and with respect to the quiet enjoyment of the neighbours living in the Property's surroundings.

5.3) The Lessee is not entitled to smoke or allow third parties to smoke within the Property unless otherwise indicated by the Lessor. Should the Lessor detects smell of smoke in the Property or find evidence of smoking in the Property EUR 200 will be deducted from the Security Deposit to cover the cost of a special deep cleaning/ de-smoking of the Property.

5.4) Should the Lessee lose the keys provided by the Lessor and the locks need to be replaced for safety reasons, EUR 100 (or more depending on the particular locks/keys and cost of replacement) will be deducted from the Security Deposit.

5.5) The Lessee is obliged to inform the Lessor of any damage that occurred during the use of the Property.

5.6) The Lessee must take due care to monitor the continuous operation and undamaged condition of the public utilities, machinery and equipment within the Property and immediately notify the Lessor of any fault or deficiency thereof.

5.7) In an emergency situation, the Lessor shall be entitled to enter the Property at any time to take the necessary actions to prevent or mitigate damages.

5.8) The Lessor, without the unnecessary disturbance of the Lessee, shall be entitled to enter the Property at any time to check that the Lessee uses the Property in accordance with the terms and conditions set forth in the Lease Agreement.

5.9) The Lessor is obliged to have the Property thoroughly cleaned by the commencement of the Lease Term and to ensure that the Property is suitable for the proper use by the Lessee for the purpose set out in clause 1.2. Should the Lessee detect a problem of cleanliness in the course of taking over the Property, it must immediately notify the Lessor and the Lessor shall be obliged to make efforts to remedy the problem as soon as possible.

5.10) The Lessee is not entitled to perform any reconstruction, development or similar works in the Property during the Lease Term.

5.11) Pets are allowed in the Property only with the prior written approval of the Lessor.



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6) Objects in the Property

6.1) Upon the occupation of the Property, the Lessor provides the Lessee with an inventory of objects located in the Property.

6.2) Upon the end of the Lease Term, when the Property is vacated, the Parties record whether the objects listed in the inventory are found in the Property in full quantity, whether a damage is caused to any object located in the Property and the value of the damaged or lost objects, as defined in the inventory list. If an object is lost or damage is caused, such amount shall be deducted from the Security Deposit.

7) Liability of the Parties

7.1) In the case of damages caused by the intentional or negligent behaviour of the Lessee, the Lessor shall be released from any liability.

7.2) The Lessee exempts the Lessor from all claims arising from damages to intangible or tangible personal property used within the Property, and for any personal injury to the Lessee or any third person within the Property during the Lease Term.

7.3) In the event of theft, personal injury or damage to personal belongings of the Lessee, the Lessor bears no direct or indirect responsibility. The Lessee may leave its valuables within the Property only at its own risk. The Lessee must take all actions that are generally expectable to prevent theft or burglary.

7.4) The Lessee agrees to reimburse all costs and to accept responsibility for all direct or indirect damage or other obligation incurred by the Lessor due to the Lessee's behaviour, actions during the Lease Term and the use of the Property.

7.5) The Lessor bears no responsibility for failure of machinery in the property or in the common areas of the building (heating, lift, electricity), or breakdown of public utilities (water, gas, cable tv, electricity, internet).

7.6) Notwithstanding the above, the Lessor's liability for any claim for damages resulting from this Lease Agreement shall be limited to the amount paid by the Lessee to the Lessor under the Lease Agreement.

7.7) Neither the Lessor, nor the Lessee shall be held liable for their obligations under the Lease Agreement or for any delay in performance of obligations hereunder, if such non-performance or late performance is attributable to acts or causes whatsoever beyond the control of the Parties.



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8) Security deposit

8.1) The security deposit provided by the Lessee in accordance with clause 3.4 herein is to cover any costs of damages resulting from impairment or improper use of the Property or any of the objects therein, or from the loss of any of such objects.

8.2) In addition, the Lessor is entitled to use the amount of the Security Deposit in the event the Lessee fails to comply with its obligation to vacate the Property in accordance with clause 11.1.

8.3) Upon using the Security Deposit by the Lessor or in the case of the termination of the Lease Term, the Parties shall be obliged to settle their claims with each other on the basis of the information recorded as set out in clause 6.2 and the amount of the Security Deposit not used by the Lessor in accordance with the terms and conditions of the Lease Agreement must be repaid by the Lessor to the Lessee.

8.4) Should any amount deductible from the Security Deposit in accordance with the terms and conditions of the Lease Agreement exceed the amount of the Security Deposit, the Lessee shall be obliged to pay the difference accordingly to the Lessor at the latest on the last day of the Lease Term.

9) Termination of the Lease Agreement

9.1) The Lease Agreement terminates upon the expiry of the Lease Term set out in the Booking Confirmation or upon the expiry of the extended Lease Term agreed in accordance with clause 4.3 of the Lease Agreement.

9.2) Notwithstanding the above, the Lessor shall be entitled to terminate the Lease Agreement with immediate effect by sending a written notice to the Lessee in the case of the occurrence of an event of default. For the purposes of Early Termination, the following events shall qualify as an event of default:

- The Lessee is in a 3 days delay with the payment obligations;
- The Lessee or the persons using the Property with the Lessee behave in a manner that disturbs the quiet enjoyment of the building where the Property is located by any other persons;
- The Lessee or the persons using the Property with the Lessee deliberately damage the Property or the building where the Property is located;
- The Lessee or the persons using the Property with the Lessee use the Property or the building where the Property is located in a way which is not in compliance with the purpose set out in clause 1.3 or their designation;
- The Lessee carries out modifications in the Property;
- The Lessee does not fulfil any other material obligations set out in this Lease Agreement or prescribed by law.



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9.3) In the case of Early Termination, the Lessor, by indicating the consequences, and by setting an additional deadline, the length of which is to be determined at the sole discretion of the Lessor, may require the Lessee in writing to comply with the terms and conditions of the Lease Agreement or fulfil its obligations respectively. Should the Lessee not comply with the terms and conditions of the Lease Agreement or fulfil its obligations within the deadline set by the Lessor, the Lessor shall be entitled to terminate the Lease Agreement in writing with immediate effect.

9.4) In the case of Early Termination, the Lessor shall be entitled to keep Rent and the Security Deposit which have been already paid by the Lessee.

10) Miscellaneous

10.1) The Lessor retains any personal details provided or disclosed by the Lessee, and takes all steps to protect, store and handle such data in accordance with the applicable legal regulation. The Lessor uses personal details exclusively for its renting activity and analytic purposes, as well as for improving and developing the service quality, and will not disclose them to any third party, unless it is agreed by the Lessee.

10.2) The present Contract Terms and Conditions, together with the Booking Confirmation forms the entire Lease Agreement between the Lessee and the Lessor.

10.3) The Lease Agreement is governed by Hungarian law, and for issues not regulated herein, the provisions of Hungarian law shall apply.