

# GENERAL TERMS AND CONDITIONS

20 November 2023

## Venue lease and related services

These General Terms and Conditions have been prepared for the contracts of Dorottya Experience Kft. concerning the lease and related services of certain premises of the Attraction.

The provisions of these General Terms and Conditions shall be interpreted in accordance with, and as a supplement to, the Service Provider's general terms and conditions regarding ticket purchase and visitation. All Lessees and Visitors are obliged to comply with the Service Provider's general terms and conditions for ticket purchase and visitation, which are available at the following link: <https://www.madametussauds.hu/hu/aszf/>.

### 1. INTRODUCTORY PROVISIONS

1.1 Definitions in capital letters in these Terms and Conditions have the following meanings:

**"General Terms and Conditions"** or **"GTC"**: the general terms and conditions set out in this document, as well as the Service Provider's general terms and conditions for ticket purchase and visitation (latter available <https://www.madametussauds.hu/hu/aszf/>)

**"Attraction"**: The Madame Tussauds Budapest (1051 Budapest, Dorottya utca 6.) and all of its parts, including but not limited to the Shop and the Café areas.

**"Leased Premises"**: the area within the Attraction that is subject to the lease agreement, as specifically defined in the Individual Agreements, the template of which is included as an annex to these General Terms and Conditions.

**"Lessee"**: any person who (or for whose benefit) enter into a contract with the Service Provider under these GTC and the Individual Agreement.

**"Individual Agreement"**: an agreement setting out specific details of the lease, the content of which is defined—depending on the lease structure—in the document attached as an annex to these GTC.

**"Visitor"** or **"You"** or **"Consumer"**: persons who have booked or purchased an admission ticket to the Attraction, either for themselves or on behalf of others, as well as persons who are present within the premises of the Attraction or make online purchases via the [www.madametussauds.hu](https://www.madametussauds.hu) website.

**„Service Provider"**: means Dorottya Experience Kft. (company registration number: 01-09-338423; registered office: Door 206, Floor 2, Dorottya utca 6, Budapest, H-1051) which operates the Attraction under a franchise agreement concluded with Merlin Attractions Operations Limited.

1.2 The section titles of the General Terms and Conditions are for reference purposes only.

1.3 Where the context permits, the singular includes the plural and vice versa.

1.4 Unless otherwise provided, any reference to the Lessee in these GTC shall be understood to include the Lessee's legal successors and assignees, as well as the legal successors and assignees of such successors and assignees.

1.5 The Service Provider may unilaterally amend the GTC at any time. In any case, the amended GTC will be published on its website. The amended GTC shall be valid and effective from the date of publication.

- 1.6 By purchasing an admission ticket granting access to the Attraction, entering the premises of the Attraction, or using any other services, the Lessee acknowledges and agrees to be bound by the provisions of these GTC.
- 1.7 The Lessee and the Visitor may use the Attraction and the services provided by the Service Provider only subject to compliance with the terms set forth in these General Terms and Conditions. If the Visitor or Lessee fails to comply with the GTC, the Service Provider's staff and security service may remove the Visitor or Lessee from the Attraction without a right to a refund. This shall not affect any claims of the Service Provider against the Visitor or Lessee, or claims arising from the Visitor's or Lessee's actions. The Visitor or Lessee must comply with any reasonable instructions given within the Attraction by the Service Provider's staff or by a third party acting on the Service Provider's behalf. By entering the Attraction, the Visitor or Lessee accepts that s/he is obliged to take steps to ensure his/her own safety, taking into account any personal medical condition. In the Attraction, including queuing for the Attraction, each Visitor or Lessee must behave in a manner that does not endanger the health or property of others.
- 1.8 The Service Provider strives to ensure that all areas and facilities within the Attraction are accessible to both Visitors and Lessees. The Service Provider reserves the right to close and modify elements of the Attraction—including figures—without prior notice, and/or to change the opening hours of the Attraction. Furthermore, the Service Provider reserves the right to close the entire Attraction, part of it, or to limit the number of persons entering the Attraction at any time. Any closure or restriction permitted under this provision may be due to, but is not limited to, technical or operational reasons, lack of capacity, special events, guest safety, or any other circumstances which, in the Service Provider's discretion, require such measures. In the event of closure of all or part of the Attraction for any of the above reasons, the Service Provider reserves the right to unilaterally determine the compensation to be provided to Visitors or Lessees for such reasons, including the right not to provide any compensation.
- 1.9 A The Service Provider will refuse entry to the Attraction or remove any person from the area without refund:
- 1.9.1 whose presence or behaviour may adversely affect the experience or safety of the staff and/or other Visitors and Lessees
  - 1.9.2 who engages in inappropriate and/or undesirable behaviour
  - 1.9.3 who has been convicted of a criminal offence against the Service Provider or has caused damage to property belonging to the Service Provider, in relation to which his/her liability has been finally adjudicated by a civil court
  - 1.9.4 who uses violent, aggressive, threatening, or offensive language, or engages in discriminatory behaviour, acts in violation of the Attraction's house rules, or whose conduct may disrupt the peaceful enjoyment of the Attraction
  - 1.9.5 who attempts to enter or remains on the premises of the Attraction with an invalid or fraudulently obtained ticket, or with a discounted ticket for which they are not entitled to use, or otherwise without authorization
  - 1.9.6 who brings with them any item, including flags, banners, clothing or promotional material, which in the opinion of the Service Provider is in any way offensive or detrimental to the experience of other Visitors or Lessees
  - 1.9.7 who does not act in accordance with the requirements set out in the 'Health and Accident Prevention' section of the GTC
  - 1.9.8 who fails to comply with the requirements set forth in the 'Visitor Conduct,' 'Safety,' or 'Covid-19' sections of the GTC.
- 1.10 The Service Provider reserves the right to initiate legal proceedings, including criminal prosecution, against any person who causes damage to any part of the Attraction or displays any sign or visible

representation that is or may be deemed to be threatening, abusive or otherwise unlawful, including but not limited to entering the Attraction without a valid ticket; or the Service Provider has reasonable grounds to believe that a ticket has been purchased from an unauthorized source. If any member of the Visitor or Lessee Group breaches any of the conditions set out in this clause, the Service Provider reserves the right to take action against all other members of the Visitor Group in accordance with this clause.

## **2. ENTERING INTO THE LEASE AGREEMENT**

2.1 For the fixed term lease of the Leased Premises defined in section 1 (typically for a specific purpose, in particular for an event or function) the GTC shall apply, and the specific details of the lease agreement shall be set out in the Individual Agreements, the template of which is included as an annex to these General Terms and Conditions.

2.2 In the Individual Agreement, the Parties shall agree on the following essential terms of the lease:

- 2.2.1 the exact specification of the Leased Premises
- 2.2.2 the basic technical services provided by the Service Provider to support the event
- 2.2.3 any additional services, including those provided through third parties,
- 2.2.4 the duration of the lease (event)
- 2.2.5 the purpose of the lease (event)
- 2.2.6 the rental fee

2.3 Unless otherwise stated in the Individual Agreement, the Lessee shall pay the fees for the services listed in Section 2.2 as part of the rental fee.

2.4 The lease agreement between the Parties is established upon signature of the Individual Agreement by both Parties. The Individual Agreement may only be amended in writing.

## **3. PAYMENT TERMS**

3.1 The Lessee shall pay 100% of the rental fee in advance by bank transfer, based on a pro forma invoice issued after the signing of the Individual Agreement, within 3 days of receipt of the invoice. If the Lessee fails to fulfill this obligation within the specified deadline, the Service Provider shall have the right to terminate the Individual Agreement unilaterally.

## **4. RIGHTS AND OBLIGATIONS OF THE PARTIES**

4.1 By signing the Individual Agreement, the Lessee declares and warrants that they are the exclusive organizer of the event, are entitled to enter into the lease agreement, and shall bear full responsibility for the organization and execution of the event. The Lessee expressly warrants that they will comply with all legal requirements applicable to the event, in particular by obtaining any official or other permits necessary for holding the event and fulfilling all required notifications. Copies of the relevant documents shall be provided to the Service Provider no later than 15 days before the date of the event. If no such legal obligations apply to the Lessee, the Lessee shall nevertheless provide the Service Provider with a written notice stating the private nature of the event, its duration, and the name and contact details of the responsible organizer. The Lessee shall be liable for any damage resulting from incorrect or inaccurate information provided to the Service Provider.

4.2 The Lessee undertakes to use the Leased Premises solely for the purpose specified in the agreement. The Lessee is not entitled to sublease the Leased Premises.

4.3 By signing the Individual Agreement, the Lessee acknowledges that the property housing the Leased Premises is a protected historic monument, and that the dioramas, furnishings, and the wax (or similar material) sculptures made by Madame Tussauds are of particularly high value. Their replacement or repair entails significant costs, and accordingly, the Lessee is obliged to exercise special care in preserving the condition of these throughout the entire duration of the lease.

- 4.4 The Lessee is obliged to preserve the condition of the Leased Premises throughout the entire duration of the lease. The Lessee undertakes to use the Leased Premises appropriately, to comply with the provisions of the Service Provider's GTC, and to ensure that all of their employees, third parties acting within their sphere of interest, as well as event participants (including collaborators, guests, and visitors) comply with these provisions. The Lessee shall be liable for the conduct of their employees and event participants as if it were their own. The Lessee undertakes to indemnify for any damage caused to third parties either within the Leased Premises or at the event by themselves, their employees, third parties acting within their sphere of interest, or event participants. By signing the Individual Agreement, the Lessee declares that they have read and understood the Service Provider's referenced regulations available on the Service Provider's website, have made them known to the event participants and third parties acting within their sphere of interest, and accept them as binding.

<https://www.madametussauds.hu/hu/aszf/>

<https://www.madametussauds.hu/hu/adatvedelem/>

- 4.5 The Lessee acknowledges that the premises may be leased as follows:

Premises	Minimum attendance	Maximum attendance	Rental period available
Cinema Café	10	50	within opening hours
Cinema Café Party Night	-	70	within opening hours
Hungarian Spirit – Night in the Museum	-	200	within opening hours

- 4.6 The Lessee undertakes that the number of persons attending the event will not exceed the maximum capacity. For the purpose of determining the maximum capacity, all persons present at the event—including guests and any associates of the Lessee—are counted.
- 4.7 The Lessee undertakes to provide the Service Provider's contact person with a written event script—including the event schedule and the rules for using the technical staff and venue provided by the Service Provider—no later than 15 days prior to the event.
- 4.8 The use of any copyrighted or related rights-protected works, or related rights performances (e.g., performances by artists), at the event held in the Leased Premises falls within the Lessee's responsibility as the exclusive organizer of the event. Therefore, the Lessee is solely responsible for obtaining all necessary licenses and paying all applicable royalties for the event. The Service Provider expressly excludes any liability in this regard.
- 4.9 The Service Provider is entitled to monitor the proper use of the Leased Premises and compliance with the provisions of these General Terms and Conditions and the Individual Agreement during the event's preparation, execution, and any subsequent activities - such as dismantling -, provided that such monitoring does not cause undue disruption to the Lessee's activities.
- 4.10 The Lessee acknowledges that, in order to maintain personal and property security—including, but not limited to, compliance with the maximum capacity limits and the provisions set forth in the "Security" and "Visitor Conduct" sections of the GTC —the Service Provider may, if necessary, implement individual measures that may restrict the rights granted to the Lessee under the contract. Such measures shall not be considered a breach of the lease agreement by the Service Provider.
- 4.11 The Service Provider shall not be responsible for the security of items or equipment placed in the leased premises by the Lessee. The Lessee acknowledges that they are responsible for insuring all equipment, technical devices, decorations, etc., transported to the venue for the purpose of the event, as well as for obtaining any liability insurance related to the event.
- 4.12 Upon termination of the lease agreement, the Lessee is obliged to return the Leased Premises to the Service Provider in the condition it was received at the start of the lease, except that the Lessee is not required to clean the premises.

- 4.13 To facilitate the organization of the event, the Service Provider shall ensure that the Leased Premises are delivered in a condition suitable for use, as well as provide the basic and additional services requested by the Lessee and specified in the Individual Agreement.

## **5. TERMINATION OF THE LEASE AGREEMENT**

- 5.1. Either Party may terminate the lease agreement in writing without cause at least 60 days before the event. In such cases, any prepaid deposit shall be refunded to the Lessee within 30 days.
- 5.2. The Lessee may cancel the event and terminate the lease agreement by paying a frustration penalty: 50% of the gross rental fee if canceled between 59 and 21 days before the event date, and 100% of the gross rental fee if canceled within 20 days before the event date.
- 5.3. The Service Provider is entitled to terminate the lease agreement immediately if the Lessee breaches the contract or if damage is caused by the Lessee, their employees, or third parties acting on their behalf. In case of immediate termination, the Service Provider may claim the cancellation penalty set out in section 5.2 from the Lessee, and also seek compensation for any additional damages. Any advance payment already made by the Lessee (and refundable upon termination) may be offset by the Service Provider against the cancellation penalty and any further damages resulting from the immediate termination.
- 5.4. In the event of a cancelled event due to force majeure, the Parties shall take all reasonable steps to agree on a new date for the event to take place. However, should either Party notify the other Party in writing that it is unable to ensure that the hire can take place at another date, either Party may terminate the agreement with immediate effect by unilateral declaration to that effect. In the event of force majeure, neither party shall be held liable for damages, costs incurred in connection with the lease prior to termination of the agreement, or damages resulting from the failure. Each party shall be responsible for restoring the original state and shall be accountable to the other. Only the following events may be considered force majeure: riots, insurrections, revolutions, war, warlike circumstances, preparations for war (mobilisation, recruitment), acts of terrorism, floods, earthquakes, fires, and if the event cannot take place: power or other utility service interruptions, epidemic measures.
- 5.5. The Parties may make any unilateral legal declarations related to the lease— in particular, the termination of the agreement – validly only in writing. Written form shall include a registered letter with return receipt (which may be substituted by a delivery acknowledgment in the case of using a courier service) or an email message sent to the address specified by the Parties in this section of the present agreement. Any notice or declaration related to the lease sent via registered mail with return receipt shall be deemed delivered on the date indicated on the return receipt, even if delivery was unsuccessful (including, but not limited to, cases where the return receipt is returned marked “not claimed,” “moved,” “addressee unknown,” “refused,” or similar wording). In the case of notification by email, the communication shall be deemed delivered at 6:00 p.m. on the next working day following the sending of the email.