

# TRAVEL CONTRACT OF HOLIDAY 55 HUNGARY KFT.

## TERMS AND CONDITIONS

Valid for all the trips organized by Holiday 55 Hungary Kft. seated (and mailing address) in Hungary, 1015, Budapest, 6-10. Csalogany str, 4th. Floor Nr. 172., Tel.: +3612258816, Email: info@holiday55.hu, web [holiday55.hu](http://holiday55.hu) Tour op. license No: U-001363 (BFKH, Budapest Főváros Kormányhivatala Kereskedelmi, Haditechnikai, Exportellenőrzési és Nemességmegtartó Főosztály Idegenforgalmi és Közraktározás-felügyeleti Osztály Cím: 1124 Budapest, Németvölgyi út 37-39.)

Reg.number: 01-09-976967, at the Capital Court of Budapest, Hungary, Tax number: 23761995-2-41

Liability Insurance: Colonnade Insurance S.A. Hungarian Branch office, address: 1143 Budapest, Stefánia út 51., Tel: (1)4601400, Fax: (1)4601499, [info@colonnade.hu](mailto:info@colonnade.hu), [www.colonnade.hu](http://www.colonnade.hu). Bond No: VBB/2017/155

Territorial scope: domestic and international. "The Colonnade Insurance S.A. Hungarian Branch Office undertakes to take over the provisions of Act 78/2005, which is currently in force, in accordance with the provisions of the Insurance Obligations of Tour Operators. (IV.28.) Amended by Government Decree 213/1996. (XII.23.) - the compensation of damages caused by the obligation of the Tour Operator to pay damages."

### I. Relevant legislation

Domestic and international trips organized by Holiday 55 Hungary Kft. meet the requirements of the following documents: 415-416.§ of the Hungarian Civil Code, the Decree No. 213/1996 (XII.23.) on tour operation, Act LXXVI of 2009 on the General Rules of the Commencement of and Engagement in Service Activities

and the Decree No. 281/2008. (XI. 28.) about travel contracts, the recent Terms and Conditions, each custom-made travel contract, the order-form, the confirmation, and each distributed or on-line catalogue and brochure if applicable. All the information published in the on-line catalogue, the description of the booked accommodation, the content of the on-line booking and the recent Terms and Conditions, furthermore all the information given during the contract process or during the on-line confirmation should be considered as part of the travel contract.

### II. The formation and the modification of the contract

The travel contract is concluded when the Passenger booked the trip, paid the deposit of the participation fee, Holiday 55 Hungary Kft. recorded the registration, and informed the Passenger about this by giving him/her a copy of the contract or by sending it to him/her by e-mail. In case of online booking through the website of Holiday 55 Hungary Kft Passenger at the time of processing the online booking accepts the present Terms and Conditions. In this case, the contract is concluded when passenger completed the booking, paid the deposit of the participation fee, Holiday 55 Hungary Kft recorded the registration and confirmed it written. If Holiday 55 Hungary Kft – for any reasons – can accept the booking only conditionally, and the Passenger is informed about this fact at the time of booking, then the Travel contract can be concluded between the parties when Holiday 55 Hungary Kft can confirm the application unconditionally and has informed the Passenger accordingly. Until this notification both parties can cancel the booking penalty free and the deposit is paid back.

Upon confirmation, the passenger may only withdraw his order in accordance with Section 11 of this General Terms and Conditions.

Travel contract based on a R. 4.§ and 13 § must contain:

- Name, address, phone number, License Number of the Tour Operator or in case of transferred services, data of the travel agency.
- name and address of the Passenger,
- services booked by the Passenger,
- place and time of use of the services,
- destination, route and relevant locations of stay,
- location and type of accommodation, description of most relevant characteristics, and of the comfort level specified by the regulations of the country,
- value of the participation fee in Hungarian forints or other international currencies and complete list of services covered by the amount,
- list of items not covered by the participation fee that Passenger would have to pay extra (city tax, airport tax, other fees) and give value in Hungarian Forint or in other currency. Holiday 55 Hungary Kft keeps the right and call the Passengers' attention, that the value of additional fees, not included in the participation fee may be different as this data

is informative only.

- The total value of the contracted services in the travel contract, in Hungarian Forint or in other currency, the amount of the deposit and payment policy specifying payment amounts and deadlines in the travel contract.

- the means of transport, its characteristics, category, occupancy (eg cabin on boat, train sleeping bunk),

- information about catering services and meals

- the programs supplied by the Tour operator in exchange of the participation fee.

If the process is not done personally by the Passenger (Consigner), then it can also be done by proxy. In this case, the Passenger (Consigner) remains the subject of all the rights and obligations deriving from the travel contract. The proxy is required to hand immediately all the documents and information he acquired to the Consigner. If the proxy does not attach an authorization, Holiday 55 Hungary Kft. is not obliged to examine, if he/she represents the Passenger by right, and the proxy must assume a total financial responsibility for the upcoming damages and expenses that affect Holiday 55 Hungary Kft. and its sphere of interest caused by the management without commission.

The passenger must comply with the contract. The passenger is fully aware of the passenger's birth date, which is a condition for the use of any child allowance. The extra costs resulting from fals data communications are payable locally, and the damages caused thereby and additional costs are borne by the passenger.

### III. Specification of Travel Services

The confirmation of the booking (Booking Form and confirmation) by Holiday 55 Hungary Kft. contains the duration of the trip, the definition, the category and the quality of each service, the manner of fulfillment, the participation fee and the additional charges and further conditions and important information. These documents form part of the Travel Contract. Holiday 55 Hungary Kft. informs the Passenger about the possible changes in the data of the contract without fail.

Holiday 55 Hungary Kft. reserves the right to change the content of published online or printed catalogue concerning the accommodation, the catering, the transportation, the programs. Passengers will be informed about changes before the signature of the Travel Contract in a verifiable way.

### IV. Travel documents

Passengers are required to take care of the validity of travel documents required for travel. The passenger shall be liable for all the damage and expenses resulting from the absence thereof. The passenger must comply with all applicable laws and regulations (eg passport, customs and foreign exchange laws, medical regulations, etc.). The additional costs incurred by failing to do so, as well as all the confirmed damages to Holiday 55 Hungary Kft. for these reasons, are borne by the passenger.

### V. The participation fee,

- The participation fee contains the charge of the services listed in the booking form including corresponding taxes.

Holiday 55 Hungary Kft. defined the prices listed in the booking form and the service offer in EUR.

### VI. Price changes

Due to domestic or foreign official price changes, or changes of freights rate, taxes, fees and changes in foreign exchange rates Holiday 55 Hungary Kft. keeps the right to raises the participation fee up to 20 days prior the start of the journey. If the increase is more than 8% of the original price, the Passenger can desist (in writing) from the contract within 5 days after being informed about the change. In this case Holiday 55 Hungary Kft. refunds the whole amount of the paid sum.

### VII. Conditions of payment

Advanced payment is required by Holiday 55 Hungary Kft. 40% of the total participation fee should be paid at the booking of the service, unless other conditions are defined by Holiday 55 Hungary Kft. previously due to different conditions given by partner suppliers. The remaining balance – of the whole amount of the participation fee – should be paid until 30 days prior beginning of services without a special reminding (unless other conditions are defined by Holiday 55 Hungary Kft. previously due to different conditions given by partner suppliers.). If the Passenger does not meet these requirements, the Travel Contract ceases being in force and forfeit money is being charged according to the part III/3.

If the Travel Contract is signed within 30 days prior to the beginning of the whole amount of the participation fee should be paid to be able to guarantee the confirmation of the booking.

If the Passenger uses a service that is not listed among the programs of Holiday 55 Hungary Kft. and which is not paid in advance, he should pay its price on the spot in the given currency. Holiday 55 Hungary Kft. does not take guarantee for these services (catering, transportation, programs, other). Holiday 55 Hungary Kft. gives information about the extra charges if available or applicable.

Payment is to be done by wire transfer.

### VIII. Coach services and air transportation

- Holiday 55 Hungary Kft. and its contracting partner provides coach services for their Passengers in the case of some trips. The coaches follow a previously planned route and stop according to this plan. Passengers can get on and get off the coach only at the previously planned stops. The previously planned running time or route of the coaches may change because of the distances, the final program and the unexpected occurrences that could not be seen beforehand. Holiday 55 Hungary Kft. cannot be responsible for the delays deriving from these inconveniences. The role of Holiday 55 Hungary Kft. is to take the necessary measures to clear away the difficulties while taking into consideration the possibilities. As a consideration of efficiency Holiday 55 Hungary Kft. preserves the right for the modification of the route. On the day of the changing of the turns the time for checking in and the checking out usually does not correspond with the schedule of the coach service, which can cause several hours of waiting at the checking in and out.
- Holiday 55 Hungary Kft. cannot be responsible for the cancellation or for the change of the time of the planned programs caused by the weather circumstances. These circumstances do not change the rules of desisting. If the route changes because of any unforeseen event (accident), the Passenger should pay the possible additional expenses.

- The responsibility of the air carrier of Holiday 55 Hungary Kft. is restricted by an international agreement that was announced in the law No. VII. of 2005 about the announcement of the Agreement about the standardization of certain laws related to the international air transportation, signed in Montreal, 28th May 1999. The Holiday 55 Hungary Kft. is restricted by the responsibility of the air carrier. Holiday 55 Hungary Kft. informs the Passenger about that, according to the order of 11th February 2004. No. 261/2004/EK, of the European Parliament and Council, the Passenger has the right to claim certain services from the air carrier, and in certain cases can ask for compensation in case of the delay or the cancellation of the flight, and in case of being rejected from getting on the plane. The Passenger should address directly to the airline company if such situation occurs.

### IX. Hotel, accommodation

- Holiday 55 Hungary Kft. in the contract (booking – confirmation) informs about the type, the main characteristics, the classification made according to the local (national) rules and the level of comfort of the hotels and accommodation listed in the contract. The indication of the category follows the local normative for classification and can happen not to be corresponding with the Hungarian classification rules in some cases.
- The illustrations about the accommodation (rooms and other details) and its surroundings are only for giving general information. It cannot be guaranteed and it cannot be expected to receive a hotel room, which entirely corresponds with the one seen on the illustration.
- Holiday 55 Hungary Kft. can take guarantee for the fulfillment of special demands about the accommodation, only if the Passenger booked it and paid the corresponding surcharge for it, and if a previous, written confirmation has been done by Holiday 55 Hungary Kft.
- Holiday 55 Hungary Kft. reserves the right to change the accommodation within the same price or category.

### X. Ceasing of the contract and its legal consequences (conditions of resignation)

- Holiday 55 Hungary Kft. can desist from the Travel Contract by a written declaration, 20 days before the planned departure date of the trip by paying back the whole amount that has been paid by the Passenger, if:

- any kind of circumstance arise (so called vis major, which threatens human life, health, safety of properties, etc.) that makes it impossible to fulfill the transaction of the trip and

that could not be previewed when the Travel Contract was made,

- the number of participants does not reach the smallest necessary number.

2. In the cases listed above, the Passenger has the right to claim a service, the price of which at least equals to that of the original one, and if Holiday 55 Hungary Kft. has the possibility to provide it. If the substitute service has a lower price than that of the original one, then Holiday 55 Hungary Kft. must pay the price difference to the Passenger. The Passenger can claim the immediate repayment of the whole amount of the participation fee, and the interest, too, defined in „D” 9. § (2) section (b) part, if Holiday 55 Hungary Kft. can not provide an appropriate substitute service, or if the offered service is not accepted by the Passenger.

3. The Passenger can desist from the contract before the trip in written, personally, by giving his signature – or via another person possessing the written authorization of the Passenger. The withdrawal becomes effective if Holiday 55 Hungary Kft. confirms the receipt of the declaration about the withdrawal. If the Passenger does not start the trip and misses to give a previous declaration, it should be considered as a withdrawal and in this case the departure date must be regarded as the date of the withdrawal. If the Passenger desists from the Travel Contract not because of any reason listed in „D” 8. § (2) or (6) part, Holiday 55 Hungary Kft. claims forfeit, the amount of which depends on the date of the withdrawal as it follows:

- 10% of the participation fee, between 60-36 days before the departure date,

- 40% of the participation fee, between 35-15 days before the departure date,

- 80% of the participation fee, between 14-7 days before the departure date,

- 100% of the participation fee, within 6 days before the departure date, or if the Passenger does not show up. The Passenger expressly contributes to that Holiday 55 Hungary Kft. can detract the forfeit from the previously paid advance money or the participation fee.

In specific cases, the time-limits for determining the amount of forfeit can vary from the above. In this case, a different condition for the given service is included in the travel contract.

4. If the Passenger desists from the contract because Holiday 55 Hungary Kft. would like to change the content of the Travel Contract or wants to change substantially the previously announced programs, the Passenger is eligible for the rights declared in X/2.

5. If the Passenger is excluded from the trip after departure because of his own mistake and because of breaking the law or excludes himself because of any other reasons, or if he does not use a service because of his own decision or because of any reasons concerning his own interest, he can not reclaim the participation fee (including the organizational fee of Holiday 55 Hungary Kft.).

Holiday 55 Hungary Kft. does not take responsibility in any kind of cases when the Passenger cannot participate in a trip because of breaking the related laws, Holiday 55 Hungary Kft. cannot be obliged to intervene at the local authorities. If the representative of Holiday 55 Hungary Kft. acts as a mediator, this will be charged on the Passenger.

6. If the Passenger asks for the change of the booked services, he should pay EUR 15/person after each modification. If the modification is done within 60 days before the beginning of the services, the X/3. is going to be applied.

#### **XI. Passport, visa, assignment, insurance**

1. The Passenger is required to possess a valid passport and visa, and observe the all-time rules concerning passport, toll, visa, etc. The Passenger is responsible for all the damages and expenses deriving from failing these requirements or breaching the rules. The external representation of the target country and the Ministry of Foreign Affairs can give information about the related regulations. The Passenger is responsible for gaining knowledge about the route, the target and the transit countries, and for the obligations deriving from the omission of the things listed above.

2. The Passenger can transfer the right of the participation for the trip recorded in the Travel Contract to a third person, while letting to know Holiday 55 Hungary Kft. about this, who agrees with the content of the Travel Contract and pays the

possible additional expenses.

3. The price of the accident-, illness and baggage insurance is not included in the participation fee. Holiday 55 Hungary Kft. cannot be obliged under any circumstances to pay for the damages deriving from the failure of taking out any insurance. In case of an accident or illness or other damages the Passenger should meet the expenses on the spot. Neither Holiday 55 Hungary Kft., nor its representative can be obliged for paying.

4. Holiday 55 Hungary Kft. calls the attention of the Passenger to the fact that it is especially dangerous to do sports (for example ski, snowboard) after consumption of the alcohol or drug and can result in the abolishment of the insurer.

#### **XII. Baggage**

The Passenger must care about the safe-keeping of his luggage, unless Holiday 55 Hungary Kft. or its contributor has taken it over in purpose of transportation or guarding and has demonstrated it with a written inventory. Holiday 55 Hungary Kft. does not take responsibility for the items lost on the vehicles, at the accommodation, at the site of the programs. In case of travelling by plane, the regulation of the airline company should be followed!

#### **XIII. Default, responsibility**

1. The Passenger is responsible for the damage that he/she caused to a third person during the trip.

2. If the failed fulfillment of the contract or the damage to the Passenger derives from the behavior of the Passenger, no claim can be laid to Holiday 55 Hungary Kft.

3. Holiday 55 Hungary Kft. calls the attention of the Passenger to the fact that he/she must respect the law of the Hungarian Republic. According to this, it is forbidden to possess or consume drugs during the trip. Holiday 55 Hungary Kft. reserves right to supervise if the rules are respected. If the order is broken, Holiday 55 Hungary Kft. reserves right to expel the Passenger from the trip. In this case, the Passenger has no right to claim back the participation fee from Holiday 55 Hungary Kft. and cannot demand compensation, either.

4. Holiday 55 Hungary Kft. is responsible for the fulfillment of its services even if a mediator co-operator is the real service provider. The damage, caused by the breach of the contract should be refunded, unless Holiday 55 Hungary Kft. can prove that it acted as it can be expected for the correct fulfillment.

Holiday 55 Hungary Kft. maximizes its responsibility resulted damages caused by non-performance or bad performance of the contract, in amount of the double of participation fee. However, it is exempted from the obligation to reimburse the damage if it proves that it acted in the way of a contractual performance, as is usually expected in a given situation.

5. If the service is not fulfilled by Holiday 55 Hungary Kft. as it should be according to the contract, Holiday 55 Hungary Kft. should scale down the price proportionately or to indemnify the Passenger.

6. Holiday 55 Hungary Kft. should provide help to the Passenger if he/she has difficulties because:

- the wrong fulfillment of the Travel Contract derives from the behavior of a third person who is not related to the fulfillment of the services listed in the Travel Contract, and Holiday 55 Hungary Kft. could not foresee the mistake even with proper care, or Holiday 55 Hungary Kft. could not prevent it, or  
- vis mayor.

The Passenger has to pay the charges that arose during the process of helping.

#### **XIV. Objection, complaint**

1. The Passenger should report his complaints on the spot without any delay to the local service provider and to the representative of Holiday 55 Hungary Kft. (eg. Guide), who prepares a report and gives one signed copy to the Passenger. The Passenger is responsible for the damage deriving from the delay in reporting. It should be recorded on the report if an objection or complaint has been passed onto the manager of the responsible service provider, if the equity of the objection was admitted or rejected, if any kind of measures have been taken to solve the problem, if the Passenger was satisfied with the measures taken, if the Passenger still stands by his complaint utterly or partly. The

representative should record the measures that he/she has done and the results he/she achieved personally.

2. If the local service provider does not pass the complaint and if there is no representative, the Passenger must inform immediately (by phone) the travel agency or the service provider on the contact information that has been indicated on the voucher, and ask for measures to be taken.

3. If the on-the-spot complaint has not been passed according to the requirements of the Passenger, the Passenger must call Holiday 55 Hungary Kft. on the following emergency number: 00-36-30-4888273, give report about the case and ask for measures to be taken. The usage of the emergency phone does not replace the obligatory recording of a report.

4. The Passenger must inform the travel agency or Holiday 55 Hungary Kft. about his objections which were not solved on the spot and those that he still stands by within 8 days after the real ending of the services with the report and all the concerning documents attached. Failure to comply with the deadline for filing a notice from the fault of the passenger shall be final and loses the right to any compensations. Holiday 55 Hungary Kft. is obliged to examine the case and to send a written answer within 30 days after receiving the documents.

5. If the Passenger has entered into contract through a travel mediator, he/she can report his claims of warrant and compensation related to the unsatisfactory performance of the travel contract to the travel mediator; beyond these, it is only the act of making the statement of rights in connection with the entering into a contract that the Passenger can do through the travel mediator. Holiday 55 Hungary Kft. is informing the Passenger about that the travel mediator acts as the deputy of Holiday 55 Hungary Kft. only while entering the contract.

6. Accommodation is usually held until 18:00 on the day of arrival. The passenger is obliged to inform about the late arrival, calling the phone number displayed on the ticket (voucher), the possible additional on-site cost is charged on the passenger. Holiday 55 Hungary Kft. shall not be liable for failure to notify the accommodation and if for this reason the accommodation cannot be occupied.

#### **XV. Expire**

Claims arising from a travel contract are due to expire in 6 months.

#### **XVI. Absolute competence**

The parties concerned aim to find a solution in case of disputes about trips organized by Holiday 55 Hungary Kft. If they do not succeed in coming to understanding, they submit themselves to the Central Regional Court of Buda, or to the absolute competence of the Municipal Court irrespective of jurisdiction, by making the 218/2008 (XI.28.) of the Travel Contract (In the case of the transfer of the contract to the passenger) and in the provision of Section 6 (3) (the reason for the increase of the fee should be communicated to the passenger at the same time as the fee increases), the Ministry of National Development (NFM , 1011 Budapest, Fő utca 44-50, central mailbox address: 1440 Budapest, Pf. 1, <http://www.kormany.hu/hu/nemzeti-fejlesztés-minisztérium>) acted on the Consumer Protection Act of 1997 CLV. (hereinafter referred to as the Act). The NFM acts in violation of the provisions of Section 13 of the said Government Decree (program regulations) in violation of Act XLVII of 2008 on the Prohibition of Unfair Commercial Practices on Consumers. (hereinafter referred to as "Fttv."), if the breach of the Fttv. (2) (a) of the EC Treaty.

#### **XVII. Special Travel Terms and Conditions**

The passenger acknowledges that specific travel conditions may apply to special trips organized by Holiday 55 Hungary Kft. (Eg sports trips, concerts, exhibitions) and special services (such as the purchase of tickets, alone or in combination with travel arrangements for thematic trips).

The content of Terms and Conditions is valid from the date of the issue, till being recalled and becomes part of the Travel Contract signed within the period of validity

I have read understood and acknowledged the above terms and conditions and I do agree with its content that I prove with my signature hereunder.

Date: \_\_\_\_\_

\_\_\_\_\_  
Signature of Consignor/Passenger