

**TRAVEL CONTRACT**  
**General Terms and Conditions**

**Applies to any and all transfer services organized by Festival Travel International Kft.**

**(Festival Travel travel agency -1095 Budapest Soroksári út 48., registration number: U-001407; tax number: 24125262-2-43; company registration number: Cg.01-09-99162; data handling registration number: NAIH-73690/2014; Supervisory and Registration Authority: MKEH 1124 Budapest, Németvölgyi út 37-39. )  
tel.:0036-70-339-6339 fax: 0036-1-780-8002 web: www.meex.hu, e-mail: info@meex.hu**

**To all trips organized by Festival Travel travel agency (hereinafter as: FT), the provisions of paragraph 6:254. of the Hungarian Civil Code and those of the Government Regulation 472/2017. (XII. 28.) on Travel Contracts (hereinafter as: R), as well as the present General Terms and Conditions (GTC), and those set forth in the individual Travel Contracts, orders, order confirmations, and any other catalogues, information material handed over or published online (web) shall apply.**

**I. Participation in transfer services**

Passenger can justify his/her participation in transfer services by presenting his/her identification card and the voucher he/she has received after booking and upon paying the booking fee. Only those Passengers are allowed to use the special transfer services, who have indicated their participation intent through the booking system of Sziget web shop and have paid the applicable fee.

Each ticket is issued for the name of the owner. Should 1 Passenger have multiple tickets issued for his/her name (that is 1 person purchasing tickets for multiple people), the Passenger can justify the owners of all the tickets.

The ticket is valid for only routes and time periods, for which it has been bought.

**II. Participation fee**

Passenger pays the participation fee upon completing the booking in the web shop operated by Sziget.

Participation fees do not include the prices of any extra services (e.g.: cold drinks, snacks, etc.) used.

The prices of these are to be paid when such services are used.

**III. Opportunities, deadlines and costs for modifying dates**

Passenger purchases the ticket for the day and time specified during booking.

Should Passenger wish to travel on a date or departure place different from what is stated on the voucher, he/she has to pay € 6 (2.000 Ft) surcharge to the crew on the spot.

**IV. Fee refunds**

4.1. In cases of fee refund requests submitted less than 30 days prior to departure, we are not able to refund the participation fee.

4.2. More than 30 days prior to departure, 40% of the participation fee can be requested to be refunded to Passenger's provided bank account.

4.3. Should the given transfer be cancelled justifiably due to FT's fault, 100% of the participation fee is refunded to Passenger's provided bank account.

Should the transfer be cancelled not due to FT's fault (for example the related event is cancelled), then upon the deduction of a 15% administrative fee, the rest of the participation fee is refunded to Passenger's provided bank account.

4.4. Fee refunds are completed latest within 30 bank days calculated from submitting the request.

**V. Responsibilities of the Passenger**

The participation fee does not include the travel-, medical- and luggage insurance. Passenger is to provide for these at his/her own risk.

When purchasing the ticket, Passenger is to provide his/her e-mail address and then check the accuracy of the details in the ticket confirmation e-mail. To cases, where inaccuracies are noted at a later stage, regulations concerning modifications shall apply.

When boarding, Passenger is obliged to present the crew the voucher justifying the ticket purchase. This may be done by presenting the voucher in a printed format, or electronically – that is on a telephone, tablet or computer.

FT is obliged to adhere to announced departure times!

Announced and expected departure times may be modified due to delays of Passengers, as well as weather and traffic conditions. Should Passenger arrive to the place of departure at a time later than the announced departure time, FT takes no responsibility for any damages caused and cannot refund the participation fee.

During the transfer and at scheduled stops, Passenger is obliged get back to the bus within the time specified by the driver or the crew. Should Passenger fail to get back to the bus within the specified time, FT takes no responsibility for any damages caused and cannot refund the participation fee.

All damages caused deliberately must be compensated for by the causing Passenger on the spot. The use of the toilets on the bus are not permitted.

In case the regulations regarding the toilet use, as presented by the information film or by the crew, are not adhered to, and the toilet cannot be used anymore, a cleaning fee of € 50 (16.000 Ft) must be paid.

Passenger is obliged to use the safety belts throughout the whole duration of the transfer.

**VI. Exclusion from transfer services**

Exclusion from the transfer services may only be done in an inhabited area, at a public bus stop or at a public place suitable for waiting.

Passenger may be excluded from the transfer services, without refunding the travel expenses or luggage transportation cost, if Passenger:

- smokes on the bus
- is intoxicated
- is loud or harasses the other passengers
- gets other passengers or the bus dirty
- causes damage to the bus
- has an infectious disease
- commits an act that harms the general rules of social coexistence
- is of such age or in such a mental or physical state that endangers the other passengers, other people on board, or their valuables
- scares, disgusts or shocks people on board with his/her physical state, clothing or behavior.

**VII. The transfer**

**1. Place of departure**

The place of departure is indicated on the voucher. Passenger gets on board at the place of departure. Should the vehicle have some free seats, FT may freely sell these on the spot.

**2. Place of arrival**

The place of arrival is indicated on the voucher. Should any circumstances outside FT's competence (like construction works, accidents, demonstrations, weather conditions, etc.) prevent the arrival of the bus to the indicated place, FT may freely choose a new arrival place as close to the planned one as possible. In such cases, FT does not have the obligation to refund or compensation.

**3. Departure time**

The time of departure is indicated on the voucher. Passenger accepts that he/she should be at the place of departure at least 10 minutes prior to departure.

FT keeps the right to close up the different departure times in case of not enough participants, on the same day.

**4. Arrival time**

The specified time of departure is only for information purposes for Passenger. Its calculation is based on average traffic conditions. FT does not take responsibility for such events or accidents, like traffic jams, slow traffic conditions, road constructions, accidents, or late arrival of other Passengers, and is not obligated to pay compensation.

**5. Seats**

Seats are not personalized. Passengers are not obliged to take a certain seat within the transfer vehicle. Changing seats is possible, provided it has been agreed peacefully with the person occupying the seat to be changed. Passengers may not reserve seats by placing their luggage or any other personal items on the selected seat, or by stretching over to more seats, unless he/she has booked and paid for those seats.

**6. Route**

The transfer buses follow a preplanned route (which is specified in the on-line catalogue) and stop at prescheduled stops. Getting on and off is possible only at the prescheduled stops. Planned run times, and potentially the routes of the bus may vary

due to great distances and unplanned events. FT does not take responsibility for delays resulting from such. FT is obliged to – considering its possibilities – take action to eliminate such failures and obstacles. For practical reasons, FT reserves the right to change the route.

## **VIII. Responsibilities of FT**

### **9.1. Information**

Should the announced transfer service – temporarily – be not available, or possible only on detour, FT informs its passengers of this. Information is provided in all available ways and according to the local routines, also considering regulations pertaining to modification.

Should Passenger fail to provide his/her details when booking, and he/she cannot be informed due to this, FT may not be obligated to compensate for damages arising from this.

### **9.2. Obstruction of the transfer service**

Should the transfer service face obstacles on the way due to the fault of FT, FT is obliged to arrange a substitute vehicle for transportation of the Passengers.

FT is obliged to compensate Passengers with booked and purchased participation tickets for any justified damages resulting from delays or canceling the transfer service, provided FT has caused it deliberately or carelessly.

### **9.3. Compensation**

Full refund of the participation ticket's purchase price or modification of the ticket may only be requested when the given service is cancelled, a delay exceeding 120 minutes occurs, or the service has been overbooked.

Compensation is done based on actually incurred and justified damages, however may not exceed the amount of the participation ticket paid by Passenger, that is the amount of the purchased ticket.

FT is not obliged to compensate for any Passenger damages, if FT can justify that damages have been caused by unavoidable causes (e.g.: weather-, road- and traffic conditions hindering transportation, authority controls, accidents not due to the fault of FT). Thus, FT may not be held responsible for any delays caused by such conditions.

Should the transfer service be impacted by vis maior circumstances – especially war, demonstrations, unavoidable natural disasters or technical obstacles –, and delays or cancellation due to the mentioned reasons occur, FT may not be held liable. Any extra costs (e.g.: accommodation on the way) resulting from the above mentioned reasons shall be borne by Passenger.

### **9.4. Compensation related to luggage**

In cases of potential compensation relating to luggage, the value of the luggage equals the purchase price of the participation ticket. Should the luggage be lost or damaged, Passenger is obliged to notify the crew of this without delay upon arrival to the destination. The crew is to justify the notice of loss in writing.

### **9.5. Exclusion of liability**

FT cannot be held liable for damages of luggage if:

- Passenger is not able to present the ticket of the luggage,
- the packing of the luggage does not suit the type of the luggage,
- Passenger was not able to describe the content of the luggage properly,
- such events have occurred, over which service provider has no control (natural disasters, acts of third parties),
- Passenger has caused damages in the luggage.

### **9.6 Minimal numbers**

There must be 40 passengers at least for each date.

Should the number of applicants for a bus trip be less than the minimum number of applicants specified by FT, FT may again withdraw from the possibility of starting the bus trip 3 days prior to the planned start date by making a written statement on it. In such an instance, the price of the bus trip is fully refunded.

## **IX. Conditions for transporting luggage**

Passenger is to ensure safety of his/her luggage, except when FT or its subcontractor has taken over the luggage for transportation or safekeeping, and has justified this by a written inventory/luggage ticket. FT takes no responsibility for luggage lost on transportation vehicles, at accommodations, locations of events, or at arrival, following unloading.

All Passengers must use nametags on their luggage placed in the luggage transportation area.

FT undertakes to transport maximum 2 luggage per person, the price of which is included in the ticket price.

The maximum weight of the luggage is 32 kg, allowed maximum dimensions are: 70 x 50 x 40 cm.

Should Passenger have more than 2 pieces of luggage, FT transports the additional 3rd or further luggage only if there is room for it, and the additional costs (a fee equaling the ticket price announced in the price list) for this have been paid.

Luggage may only be checked in to the vehicle of that special transfer service and only in that route, which Passenger uses. At customs checking, Passenger is liable for placing his/her luggage back to the luggage transportation area.

Luggage endangering the health of other Passengers or damaging other luggage may be excluded from the transfer service.

No such items may be transported as luggage, the transportation of which is prohibited by official regulations or law, or which cannot be placed into the designated luggage storage area due to its size or weight.

The transportation of maximum 1 hand luggage is free of charge, which can safely be put into the trunk on board. All luggage is considered to be hand luggage, which are at the hands of the Passenger when boarding.

The following may not be transported as hand luggage:

- items, the transportation of which is prohibited by official regulations or law,
- items that cannot be placed into the luggage storage area on board due to their weight or size, or items that may cause bodily harm to other Passengers, damage their clothing or hand luggage.
- loaded guns.

The costs of 2 pieces of luggage, not qualifying as hand luggage are included in the ticket price.

The transportation fee for bicycles or oversized luggage is € 10/piece. Bicycles can only be transported in a disassembled way, and assembly shall be taken care of by Passenger.

The transportation of bicycles or oversized luggage is possible only if free capacities permit. Should the special bus service not have any free capacities, FT may refuse to undertake the transportation of bicycles or oversized luggage.

## **X. Objections, complaints**

1. Should Passenger have any complaints regarding the services, he/she should immediately inform the local service provider and the crew, who will then draw up the minutes and hand one copy to Passenger. For any damages resulting from delayed communication, Passenger shall be liable. The minutes shall include whether the responsible manager of the service provider has assessed the objection or complaint in merit, whether the complaint has been rejected, or any actions have been taken on the spot to remedy it, whether Passenger has accepted these actions, and if he/she reserves the objection completely or partially. The guide shall include in the minutes what actions he/she has personally taken on the spot, as well as their outcomes. Minutes signed by the 2 parties shall be considered sufficient.

2. In case the local service provider failed to remedy the complaint and there is no guide available, Passenger is to inform that travel agency or service provider immediately, which FT has denoted on the voucher.

3. Should the local complaint not be sufficiently addressed for Passenger, he/she is to inform FT of this without delay at the following telephone number: 0036-70-339-6339, and ask for assistance in the matter. Using the helpline does not substitute the compulsory drawing up of the minutes.


4. Passenger is obliged to notify the agency or FT of any complaints unaddressed on the spot or objections reserved no later than 10 days from the actual end date (calculated from the day following the day of arriving home) of the trip, and minutes as well as other related documents must also be attached. FT is obliged to investigate the notification within 30 days and provide a written reply.

5. If Passenger has concluded the Travel Contract through an agency, he/she may submit a warranty or compensation claim directly to the agency; beyond this, only legal statements concerning the conclusion of the contract may be made at the agency. FT informs Passenger that agency acts as agent of FT exclusively in the course of concluding the travel contract.


## **XI. Liability insurance, exclusive jurisdiction**

1. FT's contracted partner regarding its statutory financial security is Európai Utazási Biztosító Zrt. insurance company (address: 1132 Budapest Váci út 36-38., telephone: +36-1-452-3313). Should FT fail to fulfill its obligations regarding travel, home transportation or refunding, Passenger may also contact the insurance company directly.

2. Parties shall aim to peacefully settle any potential disputes arising regarding trips organized by FT. In the absence of agreement, Parties submit to the exclusive jurisdiction of the Central District Court of Buda, or depending on competence, to the exclusive jurisdiction of the Capital Court in all lawsuits.



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The General Terms and Conditions are in effect from the date of announcement until revoked, and shall be considered as parts of the Travel Contracts concluded within the effective period.

3. According to paragraph 17/A of Law CLV. of 1997 on consumer protection, FT informs its consumers that complaints administration is done at the seat of the company at Budapest, Soroksári út 48-54., the postal address of which is 1095 Budapest, Soroksári út 48-54. Complaints may also be submitted electronically to the following email address: utazas@meex.hu.

## **XII. Miscellaneous**

Visitor and passenger notes that FT, its contracted partners, contributors, media partners (in accordance with the provisions of the separate contracts applying to them), other Visitors and other third parties may make sound and video recordings at the events. Accordingly, Visitor and passenger expressly consents to recording and publishing his/her face, appearance and manifestations, with the condition that the publishing of his/her name is only possible upon his/her express consent.

In case Visitor and passenger is a public figure, publishing his/her name is possible even without his/her express consents. On recordings made as per the above, author gains unlimited, transferable and exclusive right to use with regards to the Visitor and passenger in time and space, as well as method of use. In relation to the Visitor and passenger, FT and any other persons authorized by FT have the right to utilize, use (especially for advertising the Events), multiply, announce, alter, publicize and expose to the public, as well as market the recordings without having to provide any compensation to Visitor and passenger for this.