



Festival Travel International Kft. | Székhely: 1095 Budapest, Soroksári út 48. | Cégjegyzékszám: 01 09 991628
Adószám: 24125262-2-43 | Engedély szám: U-001407

TRAVEL CONTRACT General Terms and Conditions

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

(Festival Travel Agency -1095 Budapest Soroksári street 48.; registration number: U-001407; tax number: 24125262-2-43; company registration number: Cg.01-09-99162;
Supervisory and Registration Authority: MKEH, 1124 Budapest, Némethölgyi street 37-39.; phone: +36-70-339-6339; e-mail: info@festivaltravel.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.

All information included in the online catalogues of **FT**, the description of the booked accommodation, the content of the on-line order, as well as present **GTC**, and all information provided in the course of concluding the individual contracts or in online confirmation shall all constitute an integral part of the travel contract

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. If one Passenger have multiple tickets issued for his/her name (that is one person purchasing tickets for multiple people), the Passenger can justify the individual owners of all the tickets.

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

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 the mentioned extra services must be paid to the crew at the time of using them.

III. Date modifying possibilities, deadlines and costs

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

Depending on the available places, if Passenger wish to travel on a date or from a departure place different from that is stated on the voucher, he/she must pay € 10 (3.800 Ft) additional charge for 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, 50% of the participation fee can be requested to be refunded to Passenger's provided bank account.

If Passenger has a return ticket, the date of the first departure is the base of the refund terms.

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

If the transfer is cancelled not due to **FT**'s fault (for example the related event is cancelled), the participation fee, with a deduction of 20% administration fee, will be refunded to Passenger's provided bank account.

4.4. The latest deadline for completing a refund is within 30 bank days counted from the submission of the refund request.

4.5. The administration fee is not part of the refund.

V. Responsibilities of the Passenger

The participation fee does not include the travel-, medical- and luggage insurance. Passenger must manage these insurances on his/her own responsibility.

When purchasing the ticket, Passenger must provide his/her e-mail address and then check the accuracy of the details in the ticket confirmation e-mail. In cases of noticing inaccuracies 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.

Passenger is obliged to observe the departure times announced by **FT**. Announced and expected departure times may be modified due to delays of Passengers, as well as weather and traffic conditions. If Passenger arrives 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. If Passenger fails 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 intentional caused damages must be compensated by the responsible Passenger on the spot. The use of the toilets on the bus are not permitted.

In the case of using the toilets on the bus in spite of the mentioned prohibition, a cleaning fee of € 60 (20.000 Ft) must be paid.

Passenger is obliged to fasten the seatbelts 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 the possibility of a refund for 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 stated on the voucher. Passenger must get on board at the place of departure. If the vehicle have some free seats, **FT** may freely sell these on the spot for an extra fee of € 10 (3.800 Ft).

2. Place of arrival

The place of arrival is stated on the voucher. If any circumstances beyond **FT**'s competence (like construction works, accidents, demonstrations,

weather conditions, etc.) block 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 stated on the voucher. Passenger accepts that he/she should be at the place of departure at least 15 minutes prior to departure.

The times given may be delayed due to expected departure times, passenger delays, weather and traffic conditions.

If the passenger arrives at the place of departure after the announced departure time, FT will not be liable for any resulting damages and will not pay back the participation fee.

If the minimum number of passengers is not collected by one departure date, FT reserves the right to combine transfer services, wait for each other and cancel any transfer services.

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 one certain seat within the transfer vehicle. Changing seats is possible, if 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 caused by the mentioned variations. 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.

In case of bus failure, FT is obliged to rescue passengers within 6 hours in Hungary and 12 hours abroad. In the event of a late departure, the Passenger has the right of withdrawal if the delay exceeds 24 hours.

7. Numbers of passengers

For the bus being able to depart on the stated departure time, 35 people is necessary to apply for the transfer service. If the number of the applicants for the transfer services does not reach the minimum number of people stated by FT, FT is allowed to cancel the transfer service in written declaration 4 days before the planned travel. The charges for the transfer service will be refunded in this case (without administration fee).

VIII. Responsibilities of FT

1. Information

FT is obliged to inform their passengers if the announced route of the transfer service is – temporarily – not available, or is only possible to make using a by-pass road. Information is provided in all available ways and according to the local routines, also considering regulations pertaining to modification.

If Passenger cannot be informed due to his/her failure of providing his/her accurate details during the booking process, FT is not obligated to compensate for any disadvantages.

2. Obstruction of the transfer service

If 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 caused by delays or

cancellation of the transfer service, if the mentioned damages are caused by FT deliberately or carelessly.

FT is not obliged to take responsibility of additional fees caused by changes in the schedule which may occur due to the nature of traffic.

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.

Refund is based on actually existing and justified damages, however the amount of the compensation cannot exceed the fee of the participation ticket purchased by the Passenger.

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. If the transfer service is 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 must be managed by Passenger.

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. If the luggage is lost or damaged Passenger is obliged to notify the crew straightaway at the time of arrival to the destination. The crew is obliged to provide a written notice of the loss.

5. Exclusion of liability

FT cannot be held liable for damages of luggage if:

- Passenger is not able to present the ticket related to 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,
- events have occurred, which service provider has no control over (natural disasters, acts of third parties),
- Passenger has caused damages in the luggage.

IX. Conditions for transporting luggage

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

All Passengers must use nametags on their luggage which are placed in the luggage room.

FT engages to transport maximum 1 travel luggage and 1 hand luggage per person, which price is included in the ticket price.

The maximum weight of the travel luggage is 18 kg, the maximum size is: 70 x 50 x 40 cm. The maximum weight of the hand luggage is 5 kg.

If Passenger has more than the above mentioned pieces of luggage, FT transports the additional luggage in the case of spaces available and the completed payment of the required additional costs (a fee equals to the ticket price announced in the price list).

Luggage can only be checked in to the exact transfer buses with the exact routes until the exact stop Passenger travels. In the case of customs checking, Passenger is liable for placing his/her luggage back to the luggage storage room.

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

Those items which are prohibited by official regulations or law or cannot be placed into the designated storage area due to their size or weight, cannot be transported as luggage in the vehicle.

The followings may not be transported in the hand luggage:

- items which are 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 transportation fee for bicycles, oversized luggage or any extra item (for example: tent) is € 40/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 in the case of free capacities. If the vehicles of the transfer service do not have any free capacities, FT may refuse to undertake the transportation of bicycles or oversized luggage.

X. Objections, complaints

1. If Passenger has any complaints regarding the services, he/she is obliged to immediately inform the local service provider and the crew, who are obliged to write a report and provide one copy to Passenger. Passenger is held responsible for any damages caused by delayed communication. The written report 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 written report the way of actions he/she has personally taken on the spot, as well as their outcomes. Reports 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 obliged to inform the travel agency or service provider immediately, which FT has denoted on the voucher.

3. If the local complaint is not sufficiently addressed for Passenger, he/she is obliged to inform FT straightforward at the following email address: info@festivaltravel.hu, and ask for assistance in the matter. Using the helpline does not substitute the compulsory writing of the reports.

4. Passenger is obliged to notify the agency or FT of any complaints unaddressed on the spot or objections reserved no later than 5 days from the actual end date of the travel (counted from the day after the day of arrival home) and the reports 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. 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: info@festivaltravel.hu.

6. If the passenger has booked the trip through a travel agency, then any complaints or claims for reimbursement can be made through the travel agency as well, but can only lay claims to issues regarding the contract and the disclaimers within it. FT would like to inform passengers that the travel agent can only act on FT's behalf insofar as the contract is signed, and only in the issues contained within the contract.

7. If consumer protection laws are violated, the passengers can make complaints at the local government agencies responsible for the area from 2017. January 1st, as the National Consumer Protection Agency has been closed as of 2016. December 31st.

The issues formerly under the jurisdiction of the Consumer Protection Agency are now under the jurisdiction of the Ministry for Innovation and Technology (whose address is: 1011 Budapest, Fő utca 44-50., mail address: 1440 Budapest, Pf. 1.).

8. Supervisory institution: Budapest Local Government, Department of Commerce, Firearms, Exports and Precious Metals, under the Sub-department of Tourism and Storage. Address: 1124 Budapest, Németvölgyi street 37-39., mailing address: 1534 Budapest BKKP, Pf. 919.

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). If FT fail to fulfill its obligations regarding to 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.

3. 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.

XII. Miscellaneous

1. 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, 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 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 Passenger in time and space, as well as method of use. In relation to the 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 passenger for this.

2. No commercial or marketing activities may be conducted at the events without the written approval of the organizers.

3. No alcohol is served at the refreshment units to people under the age of 18 or to intoxicated persons.

4. Having regard to the large number of participants at the events, Passengers are sent a travel voucher and 1 comprehensive common information letter. These information letters are freely available at the website, and their attachments may be the following: bus assignment (name and telephone number at the minimum). Where appropriate, FT reserves the right to modify the assignments published on the Internet.

5. Please take extra care of natural values and do not litter!

6. The organizers do not take any responsibility for potentially caused personal and material damages.

7. By attending our event you will automatically be subscribed into our newsletter system to be able to receive regular up-to-date information about our organized tours/festivals, updates and events. You are able to unsubscribe from the newsletter at any time.

8. The passenger declares by purchasing a trip or a travel package that he/she will not travel abroad in the previous 14 days before the event. In the previous 14 days before travelling, you will not be in contact with a person who has been confirmed to be infected with COVID-19. You should not take part in the trip if you have any of these symptoms: fever, dry cough, fatigue, difficulty breathing, loss of smell or taste.