

# General Terms and Conditions

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#### General terms and conditions

By concluding the Agreement, the Beneficiary of the Service accepts these Terms and Conditions, so the provisions of these Terms and Conditions (GTC) are an inseparable part of the relationship between the Perfect Day Travel Hungary Ltd. (H-1165 Budapest, Kalitka street 2, Registration Number: 01-09-904150; tax number: 14444946-2-42.) (furthermore referred to as "Organizer ") and the beneficiary (furthermore referred to as "Beneficiary, Client or Customer"). The conclusion of the contract is valid, if the Organizer finalize it by internet (online). All of the provisions of the present terms and conditions are obligatory for both the Organizer and the Beneficiary, except if the contracting parties agree otherwise on some matters. The present terms and conditions refer to only those services, in which cases the Beneficiary pays the service fee with credit card or bank transfer on the website or on any subpages of the Organizer or with cash or credit card by the representatives of the Organizer. If the reservation is made on a non-Hungarian site or in case of any doubt, please contact one of our customer service offices in Hungary (center: 1165 Budapest, Kalitka street 2.)

#### 1. Validity area

These general terms and conditions are valid to the booking related pre-booking inquiries without obligation and to the mandatory orders made through the international booking system of the Organizer. In a given case, some of the transmitted services, -which can be reserved on the website of the Organizer- , happen through the online booking system of the Organizer's partner (the Operator of the booking system) In case of the use of given services, the general terms and conditions of the service insurer provided by the Organizer (hereinafter referred to as "Service Provider") will be automatically validated.

#### 2. The content of the service

The content of the service is the mediation and conclusion of the Service Agreement with the Service, which will be created directly between You and the Service Provider You choose when making the reservation. If there is no contractual relationship between the Beneficiary and the Organizer regarding to the service, all service-related claims and obligations exists directly and exclusively between the Beneficiary and the selected Service Provider.

The Organizer and in some given cases the Operator of the booking system inform You about the eligible travel services on the website of the Organizer. If You would like to reserve a travel service, the Organizer, or the Operator of the booking system accepts Your given travel claim. If the Organizer or the Operator of the booking system knows that the wished service is available, one of them will handle the booking by the Service Provider and will hand over the confirmation about the reservation to You. Otherwise, the Organizer or the Operator of the booking system will send the reservation request to the appropriate service provider and after that forward the service provider's response.

The "Service Provider", who provides travel services is not the Operator of the booking system and not the Organizer.

If the Beneficiary reserve and set together more services through the website of the Organizer, the responsibility of the individual sets belongs to the Beneficiary and not to the Operator of the booking system.

When choosing the travel services proposed in the booking system, if it is possible, the system will take into account the criteria You specify (eg.: settlement, destination, price, time, category). Choosing in the reservation system cannot be interpreted as there is not another or better travel service that would suit Your wishes or conditions.

#### 3. The contract between You and the Service Provider

By using the booking system, You and the Service Provider providing the current travel service, will become the subject of a service contract ("Contract"). By the successful closure of the reservation process, a compulsory contract establish.

The Organizer and the Operator of the booking system only forward the statement between You and the Service Provider, as an "agent". The Organizer and the Operator of the booking system act only as an independent third person against You and the Service provider, and not as Your or the Service Provider's partner, authorized representative or as a subcontractor. The Organizer and the Operator of the booking system does not responsible to the performance of the contract.

The Operator of the booking system is responsible only for the IT service.

#### 4. The content of the reservation

##### 4.1. The obligation, modification and the cancellation of the reservation

The Customer may use the Services indicated on the Order Form under the conditions specified by the Organizer.

The Client is obliged to notify the Organizer in writing of any changes in his / her data or his / her user data within 15 days. The Organizer is not responsible for the damage resulting from the late notification.

The parties communicate primarily by e-mail. Notices, confirmations and messages sent by e-mail will reach the Parties without authentication, which will be acknowledged by the Parties and will be deemed accepted until proven otherwise.

The customer is obliged to ensure that his IT system or employee background is suitable so there are no obstacles to the delivery of e-mails sent to the e-mail address provided. If the Organizer confirms that the message has been sent to the Client to the e-mail address provided by the Client, the Client may not claim that he did not receive it.

According to the terms set by the Service Provider, You are obliged to pay the price of the travel service (or a part of it), if You did not cancel it in time or You did not use the service without deleting the reservation. If the cancellation of the service does not happen or not in time, the Service Provider has the right to claim the whole price of the service fee, in accordance with the laws in the destination's country, beside the deduction of the saved expenses.

Reservations can be canceled with a cancellation message sent by e-mail offered on the system operated by the Organizer. The detailed terms about the cancellation of a reservation are written in the reservation dialog box separately, which You approve by Your reservation. Reservations can be canceled by sending a cancellation message sent via e-mail provided by the Organizer. In that case, if the beneficiary ask directly the cancellation from the Service Provider, the Organizer cannot give information about the date of the cancellation or the cancellation status itself, in connection with the possible disagreements.

The Organizer can only provide the special prices for the minimum stay time in case of spending the entire stay. In case of the possible shortage of the service time, the Organizer or the Service Provider can apply higher prices, which is approved by the beneficiary by accepting the General Terms and Conditions. If the Beneficiary would like to modify his/her reservation and contacts the organizer via e-mail or through phone, the Organizer has the right to save the Beneficiary's data in order to modify the reservation. However, the right to delete the customer data is valid.

The Organizer reserves the right to apply the current prices that correspond to the shorter stay time, if the validity of reservations is shortened.

The Organizer reserves the right to cancel the reservation without informing the Beneficiary, in case of those reservations that are not guaranteed by credit card or if the Beneficiary provides incomplete, doubtful, or fake data. This right expands to the reservation of those persons or users, who did not paid the bill even if they did not delete the reservation. In both cases, the booking cannot be modified. If it is determined by the credit card examination that they are incorrect or the card cannot be debited, the Service Provider may cancel the reservation with the Organizer.

#### **4.2 Purchasing Process**

The products and services on the Organizer's website can be purchased online or personally at it's office (H-1165, Kalitka street 2, Budapest, Hungary). The prices shown on it's websites are gross prices and always include VAT.

The purchase of the products, gifts and services offered on the website can be started by clicking on the "Add to Cart" button on the page of each product. The purchase does not require registration.

Adding Items to Your Cart is not equal to the purchase, the Client needs to click on the "cart" icon to complete your purchase. Before the Client confirm yours order, the contents of your cart may be checked, modified or canceled. However, the order details may not be changed after the purchase is finalized. The Perfect Day Travel Hungary Ltd. sends you an email as your order confirmation.

The submission of the order is considered to be a written, fixed agreement between the Customer and Perfect Day Travel Hungary Kft. Orders placed are recorded and available for the customer at any time.

#### **4.3 The agreed prices in the contract**

The prices shown up on the website are actual, favorable, and change daily. These prices are displayed by the Organizer on behalf of the Service Provider and concern to the reservations on the international booking system of the Organizer.

Reservations can be made at the best and most favorable daily rates provided by the Organizer, which is provided directly by the Service Provider to the selected date of travel and is displayed by the Organizer on behalf of the Service Provider. The system automatically takes into account the Last Minute, seasonal, weekend or other special prices by the reservation automatically.

The Client pays a Service Fee for the use of the Services ordered by the Client, unless the Client uses a free service with the minimum data content provided by the Organizer.

The Organizer is entitled to increase the Service Fees at the beginning of the settlement period with the current annual inflation rate - based on the consumer price index published by the CSO.

The price is determined by the Service Provider and includes the current taxes and duties. If the taxes and duties are displayed in the booking dialog, then the price does not include them. The amount of the displayed taxes are always in change, so we can only display them unofficially. In some destination may charge additional local taxes, such as tourist tax or city tax. The given prices are valid to the given services without added services. The fee of other added services depends on the offers of the current Service Provider. Prices given in another currency may be influenced by the exchange rate, therefore, we are not responsible for the data and will only be disclosed for information purposes.

#### **4.4 Paying with credit or debit card**

At the reservation You have to give Your credit card number and it's validity date. These data will be forwarded to the current Service Provider and will be checked before the confirmation of the reservation

Credit card payments are made through our online system, with the help of the Simple system.

Perfect Day Travel Hungary Kft. receives only order-related information from the customer. The card details for the payment transaction are provided on the payment page with 128-bit SSL encryption. The webshop is not aware of the content of the payment page in any way, only the Data Controller providing the payment transaction and its Data Processors can access it. The result of the transaction will be announced on the webshop page after payment. The price for the purchased item, the amount paid, will be immediately blocked on your card account. Accepted Cards: Visa, Visa Electron, Master, Maestro.

In the case of credit or debit card payment, after the successful transaction - this means the acceptance of the credit or debit card validity and the verification of the collateral - the Bank will initiate the debiting of the Cardholder's account with the value of the goods..

Your credit card will guarantee all the costs of the booked travel service to the current Service Provider. By the special offers, the

Organizer has the right to create a different condition system.

In some cases, special prices are displayed, which are only guaranteed in case of advanced payment. A reference made to this in the booking dialog. In these cases You accept to charge Your credit card with the shown amount, with the possible taxes and fees together. Because of this, the post modification of the reservation may come with extra charges.

In some cases, because of the special nature of the service, the service may generate extra payment liabilities that have been incurred by the Beneficiary. (e.g.: in case of car rental, the penalty for speeding or compensation for damages in the motor vehicle over the insurer's liability). A reference made to this in the booking dialog. In these cases, You agree that Your credit card will be charged with the amount of the damage with any taxes and fees together.

The usage of the booking system is free.

If a credit card is required for the reservation, then You cannot use the booking system of the Operator through the Organizer.

#### **4.5 Bank transfer**

The customer chooses the bank transfer payment option at the Organizer's web store, than in case of a HUF transfer the Organizer forwards the transaction data to the Simple Pay system. The Client transfer the money with bank transfer within 10 days, determined by the Organizer.

In case of EUR transfer the Organizer sends the transfer details to the Client in the order confirmation e-mail. Than the Client transfer the money with bank transfer within 10 days, determined by the Organizer.

Settlement and payment shall be made in accordance with the conditions of the contract.

The invoice will be issued electronically by the Organizer and sent to the e-mail address provided by the Client for this purpose. By concluding the Contract, the Customer consents to electronic invoicing in accordance with the Value Added Tax Act (§ 175 of the VAT Act).

#### **4.6 Passport, visa, customs, currency and health requirements for travel services**

The Organizer mediates only individual travel services, and does not know Your travel and personal details (e.g.: citizenship). Therefore the Organizer cannot determine the requirements for passport, visa, customs, driving licence, currency or health, so You are responsible for meeting all the possible specifications.

#### **4.7 Merging special reservations**

If the Beneficiary would like to use more special reservations merged together, because of the organization of an individual package, the Beneficiary has to connect the Organizer via e-mail, which is regulated at point 4.6.

#### **4.8 Telephone inquiries at the Organizer's Customer Service**

For the reservations which are made by phone through the Organizer's Customer Service, You have to give personal data, such as name, address, e-mail address, phone and fax number, and data regarding to Your credit card, because these are necessary to complete the reservation.

To perform bookings, book cancellations, or data modifications, we will certify the customer by querying the correct information. The Organizer reserves the right to reject reservations, cancellations or data changes in case of unsuccessful written or oral authentication. Reservations, cancellations or modifications of data by a third party is not permitted.

Before the finalization of bookings, cancellation or modification through phone, another verbal match is made. These data verification, or the reservation, deletion or modification of the data match is mandatory for the client and is considered accepted by the end of the verbal data verification, if it is confirmed within 24 hours in writing.

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This service may contain translations powered by Google. Google disclaims all warranties related to the translations, express or implied, including any warranties of accuracy, reliability, and any implied warranties of merchantability, fitness for a particular purpose and noninfringement.

### **5. Other information**

#### **5.1 Data takeover**

All data collection is done with the utmost care. We will not be responsible for any errors or mistakes that may occur when entering or transmitting data.

#### **5.2 Information about the right of revocation**

The customer can revoke the login by the Organizer any time. The Organizer also has the right to revoke the customer's registration, if it is justified. Beside this, the Organizer reserves the right to delete a user's account without informing the user, in case of reservations with incomplete, doubtful or false information. This right also exists, if previously the Beneficiary did not use the service several times, caused unpaid damages or did not pay the bill.

### **6. Explanation about the data protection**

Please read our Privacy Policy which can be found on our website.

### **7. Exclusion of Warranties**

The system operated by the Organizer and the Operator is a free service for You. Therefore the Organizer or the Operator of the booking system does not bear the responsibility for the operation and usage of the booking system with special regard to the

following points:

- Availability of booking system and booking of travel services via booking system.
- For the proper execution of the contract between the Service Provider and the Beneficiary, even if the conclusion of the contract has taken place through the booking system operated by the Organizer or the Operator.
- For the modification or deletion of the contract concluded through the booking system or otherwise.
- For the correction and completion of the description of the travel arrangements in the reservation system.

1. Limiting the liability, damages

#### **8.1**

The liability of the Organizer or the Operator of the booking system is excluded from any legal damages, including any unlawful act, quasi-contractual obligation, or contract without warranty, if (i) the damage does not come from the violation of contractual obligations by the Organizer or the Operator in such a way that the purpose of the contract is at risk or (ii) the damage does not come from the gross negligence or intentionality of the Organizer or the Booking System Operator during the performance of the service or its application.

#### **8.2**

According to the point 8.3, if the Organizer or the Operator of the booking system is liable for the infringement of the main obligations, without the fact of negligence or intentionality, the liability of the Organizer or the Operator of the booking system is limited to damages and the amount of damages that the Organizer or the Operator of the booking system may have foreseen in advance from the circumstances when the contract was concluded. According to the point 8.3., the Organizer or the Operator of the booking system is not responsible for the indirect damages, damages caused failures or for the lost on profit.

#### **8.3**

The Organizer or the Operator of the booking system has no liability after the gross negligence or intentionality of the persons or employees, who are not belonging to the Organizer or the Operator of the booking system. The liability of the Organizer or the Operator of the booking system is limited to those damages and the amount of damages that the Organizer or the Operator of the booking system may have foreseen in advance from the circumstances when the contract was concluded. The Organizer or the Operator of the booking system is not responsible for the indirect damages, damages caused failures or for the lost on profit.

#### **8.4.**

The whole liability of the Organizer or the Operator of the booking system is limited to the service fee. The whole responsibility is limited for the purely financial damage (in contrast to personal and material damages) to the value of the service in these cases. Claims for damages expire no later than one year from the date You are informed about the damage. This is not applied to claims for unlawful acts. In the event of any personal injury or property damage, the Service Provider's compensation policy is the relevant.

#### **8.5**

According to the above mentioned provisions, the exclusion or limitation of liability for damages is also applied to any claims against the staff or agents of the Organizer or the Operator of the booking system.

#### **8.6**

The Client is not entitled for compensation, if the Customer is unable to use the product sold by the Organizer because of :

- the lack of internet connection,
- the pre - announced downtime, maintenance or
- due to the occurrence of an unexpected event that cannot be immediately restored independent of the Organizer

The Organizer is not responsible for the services of the Unas Web Store, Simple pay or 23VNet hosting.

### **9. Copyright**

Copyright and further protection rights are applied to the components of the booking system operated by the Organizer and, where applicable, the Operator of the booking system. The website of the Organizer and the Operator of the booking system and its recorded data can be used only for reservations through the Organizer and the Operator of the booking system.

### **10. Vis maior**

In that case if one of the parties cannot perform its contractual liability in whole or part of it, because of a "vis maior", then the party has to inform the other one about the fact and the nature of "vis maior" and the amount of the obstruction. As soon as the notification has been happened, the Parties shall suspend the fulfillment of their contractual obligations and shall consult with each other about how can they solve the problems caused by the "vis maior". With the end of the "vis maior" caused problems – unless the parties agreed otherwise- the fulfillment of their contractual obligations will come into force once the written notification has been given.

### **11. Modification of the contract**

The contract can be modified or cancelled, but just in written form.

The Organizer is entitled to modify the Agreement (or these GTC, the terms and conditions of the Order, the General Data Processing Agreement, the Privacy Policy, or the fees of the Services) unilaterally.

The Agreement terminates on the last day of the service period.

### **12. Withdrawal right**

The Beneficiary has the withdrawal right without any justification within 8 working days from the conclusion of the contract, in case of the service related contract. If the Beneficiary did not get the written confirmation, then he or she has eight working days from the date of receipt of this notice, but not more than three months after the date of conclusion of the contract, if there is a further 2 weeks between the date of service and the cancellation. The Beneficiary sends its statement to the Service Provider and the Organizer within the deadline for withdrawal. The e-mail address can be found on the Organizer's website. The Organizer shall refund the amount paid by the Beneficiary as soon as possible, but no later than 30 days after the withdrawal. The Service Provider and the Organizer may deduct any costs incurred in connection with service cancellation from the fee paid by the Beneficiary.

The right of withdrawal is also included in the written confirmation provided to the Beneficiary.

The Client cannot live with it's withdrawal right because of :

- the lack of internet connection,
- the pre - announced downtime, maintenance or
- due to the occurrence of an unexpected event that cannot be immediately restored independent of the Organizer

The Organizer is not responsible for the services of the Unas Web Store, Simple pay or 23VNet hosting.

### **13. Complaints**

In case of a service related claims, the Beneficiary has to complain by the Service provider at first. If it is unsuccessful, the Beneficiary can take a written complaint by the Organizer. In case of any other claims the Beneficiary has to issue its complaint directly to the Organizer. If the result of the complaint examination does not satisfy Your expectations, the Beneficiary has the opportunity to contact the consumer protection authority, conciliation body.

Place of complaint administration: 1165 Budapest, Kalitka Street 2. Phone number: 06-1-4021367

Opening hours: every weekday from 8.00 to 16.00

Address of the Budapest Conciliation Body: 1016 Budapest, Krisztina Boulevard 99.

#### **14. The applicable law**

The terms and conditions of this contract and the contracts concluded between the end user and the Organizer are based on the laws in effect in Hungary. Issues not covered by this Agreement shall be governed by the relevant sectoral legislation and by the Act V of 2013 on the Civil Code. This GTC is in Hungarian and English. In case of disputes, the Hungarian GTC shall prevail.

The present contract has been made in two languages (Hungarian, English). In case of any legal disputes, the Hungarian version of the contract must be considered the determinative one.

For questions not treated in the present contract, the facts stated in the Hungarian Civil Code has the authority.

#### **15. Jurisdiction**

In case of legal disputes of the parties the (Pesti Központi Kerületi Bíróság) Pest Central District Court (1055 Budapest, Markó Street 25) has the exclusive jurisdiction.

The current GTC enters into force on 1 January 2021 and valid until it is revoked.

## **GTC 2**

**2025.01.01-től hatályos Általános Szerződési Feltételek**

**2021.01.15-től hatályos Általános Szerződési Feltételek**