

General Contract Terms

General terms and conditions for providing travel services

1. Governing law

The tours organized by **Lili N Tour** Utazási Szolgáltató Korlátolt Felelősségű Társaság Kft. referred to as **Lili N Tour Kft.** (Located at 1035. Budapest Vörösvári út 21., telephone: + 363 1 244 80 55, e-mail: iroda@lilintravel.hu, tax no.: 11733663-2-41, company registration no.: 01 09 932241) shall be governed by the provisions of 6:254. § of Act V of 2013 on the Hungarian Civil Code, by the provisions of Government Decree no 281/2008 (XI.28.) about travel agreements and travel broker agreements, by the provisions of this general contract terms and the provisions of the travel agreement.

2. Content of the travel services

2.1 The travel service terms and conditions issued or appointed by **Lili N Tour Kft.** includes the detailed description, quality, period and fee of the travel services, the description and fees of the optional programs, the amount and details of other expenses to be paid beyond the service fees and other information set forth by the law. These general contract terms and the terms and conditions of the individual travel services ordered by the passenger shall form an inseparable part of the travel agreement. By making the deposit payment the passenger confirms that he/she received, read, understood and agreed to all specified General and Individual Travel Services Contract Terms and Conditions. **Lili N Tour Kft.** maintains the right to modify the terms set out in this terms and conditions and the passenger acknowledges this fact by accepting these general contact terms.

2.2 **Lili N Tour Kft.** undertakes to inform the passengers immediately in writing if there are any changes in respect of the period of the travel, the content, quality or fees of any parts of the travel services.

2.3 The following documents form inseparable parts of the travel service agreement between **Lili N Tour Kft.** and the passenger: (i) this general contract terms, (ii) the terms and conditions of individual travel services set forth by **Lili N Tour Kft.**, (iii) the reservation or order confirmation, (iv) hotel voucher.

3. Reservation

3.1 The passenger initiates the reservation of individual travel services and the conclusion of travel service agreement by accepting the terms and conditions of individual travel services referred in Clause 2 above and by accepting this general contract terms set forth on the web

site of **Lili N Tour Kft.** at www.lilintravel.hu. In the course of the reservation process, the passenger shall provide his/her true personal data. The passenger shall be liable for all damages arising from providing false personal data. By accepting this general contract terms, the passenger expressly gives his/her consent to the usage and processing of his/her personal data and to the forwarding of such data to third parties participating in the performance of travel services within Hungary.

3.2 **Lili N Tour Kft.** shall provide a confirmation about the reservation via email to the email address provided by the passenger. The confirmation shall include the data of the travel service provider, the personal data of the passenger, the terms and conditions of the travel services in details, especially (but not limited to) the payment conditions, terms of cancellation. The confirmation shall also form an inseparable part of the travel service agreement.

3.3 The travel service agreement shall be entered into between the parties in writing including all of its terms and conditions. If the agreement has been concluded by electronic document, it shall be provided to the passenger via paper or any form of electronic format as well. Modification or cancellation of the travel service agreement shall only be valid in the same form as well. The passenger shall receive of copy of this general contract terms in pdf format together with his/her airplane ticket (if applicable) and/or hotel voucher.

4. Payment conditions

4.1 Passenger shall pay the fee by bank transfer in accordance with the terms and conditions of the individual services in a way that the total amount of the fee **shall be credited to the bank account of Lili N Tour Kft.** the latest until the date set out in the reservation confirmation. **In case of payment with debit or credit card, the fee shall be deemed paid on the day when the total amount of the fee is credited to the bank account of Lili N Tour Kft.** If the passenger fails to pay the travel service fee in full or in part until the date set out in the reservation confirmation, Lili N Tour Kft. has the right to cancel the reservation automatically. The passenger shall acknowledge this by accepting this general contract terms.

4.2 Unless otherwise provided in the individual terms and conditions, the travel service fee shall include the fee of the services set forth in the program of the certain tour, the one time reservation fee/processing fee/organizing fee of **Lili N Tour Kft.** and the amount of the VAT (Value Added Tax). The fee does not include the passengers' insurance for life, accident, baggage, cancellation of the tour, other fees to be paid abroad (e.g.: airport tax). The fee does not include the fees of modifications that arise due to and within the scope of the passenger. **Lili N Tour Kft.** will indicate the fees of such modifications in case of accommodations in the confirmation notice. The fees of modification in case of airplane ticket shall be governed by the terms and conditions of the airline. **Lili N Tour Kft.** shall inform the passenger of the total amount of the fees, taxes and other expenses ("service fee").

4.3 The reservation confirmation describes in details which services, expenses, taxes are covered by the service fee.

4.4 **Lili N Tour Kft.** may request an advanced payment from the passenger up to 40% of the total amount of the service fee, unless an agreement entered into between **Lili N Tour Kft.** and a service provider sets forth stricter terms for **Lili N Tour Kft.** **Lili N Tour Kft.** shall be entitled to request the payment of the total amount of the service fee (including all fees, taxes and expenses) the earliest 30 days prior to the commencement of the travel, unless an agreement entered into between **Lili N Tour Kft.** and a service provider sets forth earlier payment deadlines.

4.5 Passengers may make a payment in a secure and comfortable way with debit or credit card. After receiving a personalized payment link, passenger will be transferred to the website of K&H Bank, where payments can be made with debit or credit card by encrypted transactions of the highest security. Passengers have to enter their debit or credit card number, card expiration date and the card's three-digit security code. K&H Bank accepts only VISA, VISA Electron, MasterCard and Maestro type of cards. Debit or credit cards issued for electronic use only can only be accepted by the online payment system if the bank which issued the card did authorize this kind of online transaction for the certain debit or credit card. Passengers shall contact their own bank to check whether their debit or credit card is authorized for such online payment transactions. Following the successful online payment, K&H Bank will issue an authorization number of the transaction. Passengers are advised to save this transaction authorization number or to print the transaction authorization page. In case of failure of the payment transaction, K&H Bank will send a failure notice with the reason of the default. It is highly important to protect passengers' personal data and **Lili N Tour Kft.** and its partners take all necessary actions to protect these data. **Lili N Tour Kft.** and its website complies with all regulations of the Hungarian data protection regulations in force (Act CXII of 2011) when collecting and processing personal data. **Lili N Tour Kft.** handles and processes passengers' personal data in a confidential way and we only forward such data to third parties to the extent that is necessary for the performance of our contract. Our employees, partners and service providers have confidentiality obligations as well.

4.6 **Lili N Tour Kft.** shall only be entitled to raise the service fee, if there is a raise in transportation expenses (including but not limited to the gas prices), tax or other public duties, or there is a change in the currency exchange rate set out in the agreement concluded between **Lili N Tour Kft.** third party service provider. **Lili N Tour Kft.** in such case may raise the fee in proportion to the raise of expenses. **Lili N Tour Kft.** shall inform the passengers of the raise of fees and shall simultaneously inform the passenger about the reason and the calculation of such changes. **Lili N Tour Kft.** shall not change the fees valid upon the day of reservation within 20 days of this day.

5. Voucher

5.1 Upon the payment of the total amount of the service fee, **Lili N Tour Kft.** shall issue a hotel voucher, which entitles the passenger to resort the travel services. **Lili N Tour Kft.** shall provide such Voucher or ticket to the passenger in person or by electronic means, however it was set forth and requested by the passenger upon reservation.

6. Conditions of travels abroad

6.1 The passenger shall be liable for having a valid passport, visa and other documentation necessary to travel abroad. **Lili N Tour Kft.** shall not be liable for any losses, damages, expenses, arising from the passenger failing to meet these obligations in part or in whole.

6.2 The passenger shall be liable for the surveillance, guarding and security of his/her own baggage at all times during the travel, except for the case when **Lili N Tour Kft.** or its consignee took the baggage over for transportation or custody purposes.

6.3 All passengers must ensure that they are medically and physically fit for travel and such traveling will not endanger themselves or others. Tours entail a lot of walking which may involve stairs, hills, cobblestone roads and uneven pavement. It is each passenger's responsibility to be aware of his or her physical limits with regard to travel and group activities. Any passenger who needs special assistance during the travel or any passengers with a disability requiring special attention must advise **Lili N Tour Kft.** of his/her condition in advance, before or the latest upon reservation. Passengers requiring qualified companion for travelling and for participating in certain tours, optional programs, using certain services, must ensure themselves that they are accompanied by qualified assistance. In general, **Lili N Tour Kft.** will notify all contracting partners (such as airlines, hotels, etc.) of the special conditions of a passenger, if passenger notified **Lili N Tour Kft.** of his/her condition the latest until reservation is made. **Lili N Tour Kft.** shall not be liable for any damages if passenger fails to inform **Lili N Tour Kft.** of his/her condition within deadline or at all. Upon receiving notification until reservation, **Lili N Tour Kft.** makes all reasonable attempts to accommodate passengers with special needs but shall not be held responsible in the event unable to do so. **Lili N Tour Kft.** is not responsible, furthermore, for the denial for services by any carriers, hotels, restaurants, or other independent suppliers. Passengers with the need of special assistance or with disability may only make reservations for tours or travels that are not suggested for people with such condition on their own risk (such as pilgrimage tours, tours requiring lot of walking, hiking).

6.4 Passengers with any kind of allergies or any kind of food restrictions must notify **Lili N Tour Kft.** about this fact prior or the latest until reservation is made. If notification is made within this deadline by the passenger, **Lili N Tour Kft.** will make all attempts to notify the hotels/restaurants any catering service provider included in the reservation. However, Passenger shall always notify every catering service provider about his/her condition

regardless of the provisions of this Clause. Upon notifying the catering service provider, all damages arising from food allergies arising, shall be borne by the catering service provider. **Lili N Tour Kft.** excludes its liability for damages arising from food allergies arising during the travel.

6.5 By embarking or using the travel services subject to this agreement, the passenger voluntarily assumes all risks involved with such travel, whether expected or unexpected. **Lili N Tour Kft.** is not responsible for any injuries, damages, or losses caused by any passengers to other passengers, other service providers, cooperating service providers or any other third parties or any assets thereof. Furthermore, **Lili N Tour Kft.** is not responsible for any damages or losses caused to any passengers in connection with terrorist activities, social or labor unrest, airline strikes, mechanical or construction difficulties, diseases, local laws, climatic conditions, abnormal conditions or development, or any other actions, omissions, or conditions. Passenger is hereby warned of such risks and is advised to obtain appropriate insurance coverage against them for his/herself.

7. Cancellation by Lili N Tour Kft.

Lili N Tour Kft. shall be entitled to cancel the travel service agreement, the latest within 20 days prior to the commencement of the tour, as follows:

7.1 If **Lili N Tour Kft.** cancels the agreement for a reason that is out of the passenger's scope of interest, the passenger shall be entitled for substitute services of equal or higher value. If **Lili N Tour Kft.** is not capable of providing such substitute services or the passenger does not accept the substitute services offered by **Lili N Tour Kft.**, the passenger shall claim the immediate reimbursement of the total amount of the service fee paid increased by the interest rate set out by the Hungarian National Bank for the last day of the six months period prior to the subject period, calculated from the date of the travel service agreement. If the substitute services have a lower value than the original services, the passenger shall be entitled for the difference of the fees of original and the substitute travel services. If the substitute services have a higher value than the original services, the passenger shall pay the difference of the fees of original and the substitute travel services to **Lili N Tour Kft.**

7.2 In addition to the above, if **Lili N Tour Kft.** cancels the agreement for a reason that is out of the passenger's scope of interest, the passenger shall be entitled to claim the damages arising due to the cancellation of the travel service agreement, except:

- if the tour is cancelled due to a reason that was unforeseeable, uncontrollable and unavertable with due diligence at the time of conclusion of the travel service agreement (excluding the reasons due to the action of third parties or due to overbooking) including but not limited to circumstances that endanger life, health or security (such as political situations, force majeure, etc.), or

- if the number of passengers do not reach the minimum number of attendants set forth in the program and **Lili N Tour Kft.** has previously informed the passenger in writing within the deadline set out in the travel service agreement.

7.3 If **Lili N Tour Kft.** cancels the agreement due to a reason that arised within the passenger's the scope of interest, **Lili N Tour Kft.** shall not be liable for any damages or losses. If the passenger resigns from the agreement because the Ministry of Foreign Affairs does not recommend travelling to a certain destination or a certain route, this shall not be considered as a cancellation within the passenger's scope of interest.

7.4 The provisions of this Clause on cancellation of services comply with the Hungarian legal regulations (Governmental Decree no. 45 of 2014 (II.26.)) in force.

8. Cancellation by the passenger

The passenger shall be entitled to cancel the travel service agreement in writing any time before the commencement of the travel services.

8.1 **Lili N Tour Kft.** shall immediately inform the passenger in writing if it has to increase the service fee of the travel services with more than 8% due to a reason outside of its scope of interest (e.g. due to change of governmental fees, transportation fees, taxes, duties, exchange rates, etc.) before the commencement of travel services. In such case the passenger shall be entitled to resign from the travel service agreement or shall agree to the modification thereof. The passenger shall inform **Lili N Tour Kft.** about his/her decision immediately in writing. If the passenger decides to resign from the agreement, he/she shall be entitled to claim the reimbursement of the service fee or provision of substitute services as set out in Clause 7.1 above and shall be entitled for claiming indemnification as set out in Clause 7.2 above.

8.2 The passenger shall be entitled to resign from the agreement if the destination or the route includes a territory that is indicated as "not recommended for travelling" on the website of the Ministry of Foreign Affairs following the conclusion of the travel service agreement. In this case **Lili N Tour Kft.** shall offer to the passenger a substitute travel service of equal or higher value. If the passenger accepts the substitute travel services, the parties shall modify the travel service agreement. If the substitute services have a lower value than the original services, the passenger shall be entitled for the difference of the fees of original and the substitute travel services. If the substitute services have a higher value than the original services, the passenger shall pay the difference of the fees of original and the substitute travel services to **Lili N Tour Kft.**

8.3 If the passenger cancels the agreement under to Clause 8.2 above, **Lili N Tour Kft.** shall immediately reimburse to the passenger the total amount of service fee paid.

8.4 Upon the cancellation of the agreement by the passenger, **Lili N Tour Kft.** shall be entitled for the deposit money, except for the cases when the passenger cancels the agreement under Clause 8.1 due to the increase of fee or under Clause 8.2, or if the passenger cancels the agreement earlier than 90 days prior to the commencement day of the travel services. In case of cancellation by passenger earlier than 90 days prior to the commencement day of the travel services, passenger shall pay a USD15 processing fee, which amount can be withheld by **Lili N Tour Kft.** from the service fee to be refunded to the passenger. If the passenger cancels the agreement between 90 to 30 days prior to the commencement date, **Lili N Tour Kft.** shall be entitled to the deposit money equal the 30% of the service fee. If the passenger cancels the agreement within 30 days prior to the commencement date or in all other cases when the passenger cancels the travel service agreement due to a reason that falls outside of the scope of interest of **Lili N Tour Kft.**, **Lili N Tour Kft.** shall be entitled to claim the deposit money up to the 100% of the service fee. The deposit money shall be due upon cancellation.

9. Obligations of Lili N Tour Kft.

9.1 **Lili N Tour Kft.** shall be liable for the performance of the services set out in the agreement.

9.2 If **Lili N Tour Kft.** does not perform the travel services in accordance with the agreement, it shall reduce the service fee proportionally, except for the case when the passenger is not willing to take or use any of the offered services due to his/her decision or due to a reason within his/her scope of interest.

If **Lili N Tour Kft.** is not able to perform the majority of the services set out in the agreement, it shall offer other sufficient substitute services instead with equal or higher value. If the value of the substitute services are higher than the value of the original services, the difference cannot be claimed from the passenger. If **Lili N Tour Kft.** is not able to offer substitute services or if the passenger does not accept such substitute services on good grounds, **Lili N Tour Kft.** shall be obliged to transport the passengers back to the place of departure on its own costs and reimburse the service fee remaining in excess of the fees of the services already provided and used.

9.3 **Lili N Tour Kft.** shall be liable for the damages arising from the failure of performance or from default performance of the travel service agreement, except if such failure or default is not due to the actions of **Lili N Tour Kft.** or its assignees, including but not limited to the following cases:

- if the default or failure is due to the action of the passenger,
- if the default or failure is due to the action of a third party who is not related to the performance of the travel service agreement and the default or failure could not have been foreseen or averted by **Lili N Tour Kft.** with due diligence, or

- if there is an even of force majeure.

9.4 **Lili N Tour Kft.** shall be liable for the actions of its assignee as if it was its own actions, except if the liability of such third party is limited by international law.

9.5 The passenger shall be liable for all damages caused during the term of the travel to any third parties. **Lili N Tour Kft.** shall not have any liability for the reimbursement of such damages.

9.6 **Lili N Tour Kft.** shall inform the passenger about legal regulations in relation to the travel services (e.g. passport, duties, health regulations, etc.) and the passenger shall comply with and keep the legal regulations and traditions of the country of destination. If the passenger fails to meet these obligations, he/she shall be liable for all damages and expenses in relation thereto.

9.7 Upon the default performance of the travel service agreement, the passenger shall immediately notify the travel attendant or the local service provider about this in writing. The passenger shall be liable for all damages due to the failure or delay of notification. The attendant or local service provider shall draw up minutes about the notification presented by the passenger and shall hand over a copy of the minutes to the passenger. Such minutes shall also include the fact that the passenger has presented his/her claim to the attendant or local service provider. In the lack of travel attendant – or if the local service provider did not remedy the default – the passenger shall notify **Lili N Tour Kft.** of the default and of its claims the latest within 8 days from the end of the travel services. **Lili N Tour Kft.** shall be obliged to investigate the claim and inform the passenger of its opinion in writing the latest within 30 days from the end of the travel services.

9.8 **Lili N Tour Kft.** shall not be liable but shall assist the passenger

- if the default performance of the travel service agreement is due to a third party who is not related to the performance of the travel service agreement and **Lili N Tour Kft.** could not have foreseen or adverted the default with due diligence, or
- if there was an event of force majeure.

B. The special terms and conditions of certain travel services

1. Accommodation

1.1 **Lili N Tour Kft.** takes all actions that can be expected in order to provide correct information in respect of the accommodations. **Lili N Tour Kft.** shall be exempted from liability against the passenger, if it is proven that the service provider of the accommodation has misinformed **Lili N Tour Kft.** about the conditions of the accommodation and that is why **Lili N Tour Kft.** provided default information to the passenger. In such cases the passenger shall claim its damages directly from the service provider of the accommodation.

Lili N Tour Kft. undertakes to assist the passenger to help to enforce the passenger's claims against the service provider of the accommodation.

1.2 In the reservation confirmation, **Lili N Tour Kft.** informs the passenger whether the service fee includes meals or other services.

1.3 Only the voucher entitles the passenger to use the accommodation services (the reservation confirmation notice itself does not entitle the passenger to do so).

2. Travel packages

2.1 **Lili N Tour Kft.** provides the passenger with the terms and conditions of the travel package, which includes

- the amount of the service fee and all the services that it covers,
- the amount of the advanced payment and the payment conditions of the remaining payment to be made,
- the destination, the route and the places of major stops,
- the place, type, comfort level of accommodation
- means of transportation and the features and category thereof,
- meals
- minimum number of passengers required to launch the tour and the deadline until the service provider shall inform the passenger if the number of passengers did not reach this minimum number,
- passport and visa regulations of the countries effected by the tour, including any other special conditions to enter the country (e.g. health regulations).

2.2 **Lili N Tour Kft.** maintains the right to differ from the information set out in the terms and conditions of the travel package if:

- it agrees with the passenger about such changes in the travel service agreement, or
- it informs the passengers in a certified way about such changes prior to the conclusion of the travel service agreement.

The travel service agreement and the matters not regulated in this general contract terms shall be governed by the provisions of the Hungarian Civil Code.

In respect of the legal disputes arising in relation to this agreement, parties hereby submit themselves to the exclusive competence of the Court of Budapest District II and III or the Metropolitan Court (depending on the value of the dispute).

By accepting this general contract terms, passenger hereby declares that he/she has read, understood and acknowledged this general contract terms as binding and as inseparable part of the travel service agreement concluded with **Lili N Tour Kft.**

Dated: Budapest, February 12, 2018