

# Terms and conditions of travel

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- When an order for a charter/coach is confirmed, a contract comes into being between the Contractor and the representative of the Group/Passenger.
- The Contractor declares that they are in possession of all necessary permits and licences, and have met all legal requirements to provide coach travel services.
- The Contractor is liable for the availability of the coach and its driver and the existence of the appropriate licences and documents of both.
- The contract comes into being when the Group or its representative have ordered the required services, the order has been accepted and confirmed by the Contractor and, where appropriate, a deposit has been paid by the Group.
- The journey will be described, and the exact quality of services will be specified in the quote issued by the Contractor, the confirmation of the order and the contract that comes into being between the Contractor and the Group.
- Fees will be determined on the basis of distance travelled, determined by the exact tachograph measurements between the point of departure and point of arrival, unless otherwise agreed by the parties.
- The minimum distance for a one-day charter or longer is **200km/day** in Hungary or abroad. (The minimum distance is 250km/day in May-June.) If the actual distance covered is less than the minimum, the invoice will be made out for the minimum distance.
- For domestic trips a deposit need not be paid. Payment can be made upon receipt of the invoice in cash or via bank transfer within 8 working days.
- An order may be cancelled in writing, via registered post or fax, and:
  - is free of charge up to 15 days prior to travel,
  - 25 per cent of expected price of travel will be charged if the order is cancelled between 14 and 3 days prior to travel,
  - 50 per cent of expected price of travel will be charged if the order is cancelled within 3 days of departure.
- Consumption of food or drink, and smoking is not permitted on the coaches.
- The on-board fridge is a part of the coach, and is not available for use by the Passengers. Drugs that need refrigeration, however, may be stored in the on-board fridge.
- Driver(s)'s accommodation and one meal per day (in other words: half-board), road tolls (motorway toll, road taxes, ferry and tunnel charges) and parking costs are paid for by the client. The drivers' accommodation and food costs are settled by the client directly; parking charges are paid by the client on the spot.
- Drivers are not paid a per diem on domestic journeys; on foreign trips drivers are each paid EUR 25 per day.
- Passengers are responsible for their own travel documents.
- All Passengers are liable to comply with all laws and regulations that may apply (e.g. passport, visa, customs and forex requirements, health legislation, etc.). The Passenger(s) at fault will be liable for any damages or additional costs arising from neglect or failure to comply.
- Passengers must take responsibility for the security of their baggage and hand luggage.
- Contractor will not accept liability for valuables left on the coaches, and therefore Passengers are requested always to take especial care to check that they have all their possession with them as they leave the coaches.
- Passengers declare that they are fit to travel and participate in any related programmes, and as far as they are aware do not suffer from any health condition that makes it more than usually risky for them to travel or avail of any service related to the travel arrangements. Passengers travel at their own risk.
- Coach rental fees do not include illness, accident or baggage insurance.
- Contractor may contract a subcontractor for the purposes of delivering the service for which

it was contracted.

- Contractor and its partners will do all in their powers to ensure that the Group reach their destination safe and sound and on time, but journey lengths are subject to road, weather and traffic conditions.
- Contractor is obliged to provide a replacement coach, should any breakdown result in a likely stoppage of over 12 hours, and it is likely that the Group would reach their destination sooner if a replacement coach were arranged.
- Contractor will not bear responsibility for any Acts of God (war, acts of terrorism, rioting, strikes, epidemics, natural disasters) that may prevent travel (see Section 399 of the Civil Code). If in the course of the journey it becomes impossible to discharge the contractual duties, Contractor undertakes to act in the Group's interest to the best of its ability and with the utmost care possible.

Any service undertaken must be possible under the effective highway code. Under European Council regulation 561/2006/EC:

- the daily driving shall not exceed **nine hours**. However the daily driving time may be extended to at most 10 hours not more than twice during the week
- the driver's daily working hours shall not exceed **13 hours**. However, the daily working hours may be extended to at most 15 hours not more than twice during the week.
- drivers must have an **uninterrupted rest period of 11 hours** between two working days. However, a reduced daily rest period consisting of one nine-hour uninterrupted rest period and one three-hour uninterrupted rest period may be taken not more than twice during the week.
- Uninterrupted driving shall not exceed **4.5 hours**. After the maximum uninterrupted driving time has elapsed, a minimum 45-minute rest period must be taken. If a rest period is taken before the maximum daily driving time has elapsed, the rest period may be divided into a minimum 15-minute period, and one 30-minute period.
- Drivers shall not work more than 6 days in one week.
- If the proposed programme means that the above regulation cannot be adhered to, 2 drivers must be engaged!
- 2 drivers may drive for a total 21 hours before a daily rest period of an uninterrupted nine hours must be spent at a place of accommodation.

Under the Hungarian highway code **KRESZ**, the top speeds of a coach in Hungary are:

- 50 kph in residential areas
- 70 kph in non-residential areas
- 80 kph on motorways