



TERMS AND CONDITIONS

2023



TERMS AND CONDITIONS 2023

Contents

I.	Legal information	2
II.	Definitions and legal background	2
III.	Types of services and the service providers	3
IV.	General principles on tour guiding	3
V.	Daily tours	4
VI.	Private tours	4
VII.	Payment via money transfer (e-commerce)	4
VIII.	Admission to events	6
IX.	Special needs	6
X.	Price of services	6
XI.	Warranty	6
XII.	Modification	7
XIII.	Right of avoidance and termination	7
XIV.	Force majeure	7
XV.	Delays and failure of cooperating in service provision	8
XVI.	Liability	8
XVII.	Follow-up letters	8
XVIII.	Miscellaneous	8



TERMS AND CONDITIONS 2023

WALKING TOURS LLC. (hereinafter referred to as the Service provider) maintains an online booking system (hereinafter referred to as Webshop) for registration and booking.

The present document including the Service provider's Terms and Conditions (hereinafter referred to as TC), defines the conditions of cooperating in service provision between the Service provider and those natural persons or legal entities (hereinafter jointly referred to as: the Clients) using the Webshop, and regulates the rights and obligations arising thereof.

Service provider shall publish and provide the permanent accessibility of the present TC on its www.triptobudapest.hu website (hereinafter referred to as the website).

The scope of the present TC covers the Service provider, the Clients booking / participating in guided tours, and the representatives of Clients, also the visitors / users of the website (hereinafter referred to as Visitors). Clients and Visitors may use the website only after expressing their consent to be bound by the present TC and the Data Protection Policy.

The present TC enters into effect as of March 25, 2023, and is valid until withdrawal. Service provider may revise unilaterally. Service provider shall publish the modifications at least eight (8) days prior to coming into effect. No amendments of the TC may result in the regress of the conditions of a previously booked service.

I. Legal information

Business association: WALKING TOURS LLC.,
 Registered seat: H-1119 Budapest, Mohai str. 55. building b, floor 4, door 15,
 Company registration number: 01-09-940190,
 Tax number: 22713470-1-43,
 Representative: Nagy Gábor managing director,
 Cell phone number: +36 20 3409217,
 E-mail address: booking@triptobudapest.hu,
 Firm portal: 22713470#cegkapu

II. Definitions and legal background

II/A. Definitions

1. Client: an individual (natural person) or a legal entity booking a guided tour (or another service) and participating in it; those guests (third parties) to whom the service has been purchased or the service has been transferred, are also deemed Clients of the Service provider;
2. Contact: representative of the Service provider appointed to confirm the bookings and to keep in contact with the Client through either of the following communication channels;
3. Communication channels:
+36 20 340 9217 (SMS/WhatsApp), booking@triptobudapest.hu (e-mail)
 The present communication channels are the only officially recognized channels by the Service provider – bookings, modifications, cancellations, etc. may take place only through these channels; in the absence of an agreement between the Service provider and the Client to the contrary, Service provider recognizes as official communication channel the initial telephone number and e-mail address provided by the Client;
4. Service contract: any contract – except for sales contract – according to which the business association (Service provider) undertakes to provide the consumer (Client) with services, and the consumer undertakes to pay the contracted fees to the Service provider;
5. Service provider: WALKING TOURS LLC.
6. Consumer dispute resolution: for the handling of consumers' complaints see the following website:



TERMS AND CONDITIONS 2023

Dispute resolution in the EU:

https://europa.eu/youreurope/citizens/consumers/consumers-dispute-resolution/index_en.htm

Dispute resolution in Hungary:

https://www.kormanyhivatal.hu/hu/budapest/szervezeti-egyseg/fogyasztovedelmi-foosztaly-2017?fbclid=IwAR3zn6_ykBTkSiVKsEvGWljXchm6FB03rgnYitfpBiXh0txwN7qq67dav6s

7. website / homepage: www.triptobudapest.hu

II/B. Legal background

Matters not regulated in the present TC shall be governed by the provisions of the laws in force including in particular, of the provisions of the following acts:

1. Act V of 2013 on the Civil Code (Civil Code);
2. Act CVIII of 2001 on Electronic Commerce and on Information Society Services;
3. Government Decree 45/2014. (II. 26.) on Detailed rules governing contracts concluded between consumers and businesses (Decree).

III. Types of services and the service providers

- Guided tours are available all year round, adjusting to summer and winter season. The opening and the closing dates of seasons, the starting time of tours, the contents and the variety of tours are determined and published by the Service provider.
- Services may be provided by members, employees, subcontractors of the Service provider, and members of students' cooperatives.

IV. General principles on tour guiding

- **Age / health status.** At the Client's own risk, the Service provider's guided tours are available for the public regardless of age or health status. Tours may cover routes with difficult surface (eg. slopes, stairs, etc.), regarding to which more information is available on the website (tour description).
- **Under age participants.** In case of tours involving alcoholic beverages (eg. wine-tasting), Service provider shall reserve the right to check the age of the Clients before service provision, and to forbid consummation of alcohol under 18. Clients in such cases shall have no rights to reclaim the price of the service.
- **Tours under alcoholic influence / intoxication.** The tour leader shall exclude severely intoxicated Clients or Clients under serious alcoholic influence from the tour if the Client detains the tour leader's performance, the interactive conversation of other Clients, or in case the Client's behaviour causes embarrassment in the tour group. In such cases the Client shall not be entitled to refund from the Service provider.
- **Clothing.** Tours held in different seasons require comfortable, seasonal clothing. In summer skin (heat stroke) protection alongside with hydration are strongly advised. In winter the weather might turn rainy / snowy / windy.
- **Photos, audio or video recordings (hereinafter referred jointly as: recordings).** Service provider shall make recordings on tour; Service provider shall also have the right to share these recordings on its website / social media site, however Client – regarding themselves – shall have the right to forbid the making of such recordings. In the absence of the Client's objection, Client shall have no right to withdraw his consent to the use of the recordings subsequently. Minors under 14 shall consent to the recordings by their legal representatives. Service provider strongly believes in the value of intellectual property, therefore audio or video recordings made by Clients of the tour leader depend on the previous approval of the Service provider. Making and/or publishing such audio or video recordings – where the tour leader might be (even only partly) heard or seen – without previous approval of the Service provider, shall entail legal consequences.

WALKING TOURS LLC.

H-1119 Budapest, Mohai str. 55. building b, floor 4, door 15

E-mail: booking@triptobudapest.hu

Cell nr.: +36 20 3409217



TERMS AND CONDITIONS 2023

V. Daily tours

- **Participation.** Individuals and groups of 6 or less do not have to register prior to the tour. This does not apply to groups of 7 or more – in their case preliminary registration is required through either of the communication channels set out in II/3.
- **Booking:** Clients have the option to book the service through the booking system available on the website. Booking a daily free tour in advance is optional.
- After selecting the tour, Clients choose the date and book the tour by hitting the 'BOOK NOW' button, which directs Clients to the virtual basket of the product(s) they wish to purchase. Clients then click on „PROCEED TO CHECKOUT“. Clients may finalize the booking by clicking on „PLACE THE ORDER“ button; by hitting the small basket icon, Clients may check their basket in advance and still make modifications. After placing the order, Client receives an automatically generated confirmation e-mail within 48 hours from the booking, including all the details of the product.
- **Group number limitation:** none.
- **Weather conditions:** tours run daily, regardless rain or shine, except for severe (extreme) weather conditions in case of which the tour leader shall cancel the tour.
- **Cancellation:** In the case of daily scheduled tours – requiring no bookings or advance payment – Service provider reserves the right without prior notice to cancel tours for any reason whatsoever, and Clients shall not be entitled to make any claims regarding.

VI. Private tours

- **Participation:** Private tours are available on payment of a fee and require registration. A Free Tours processes bookings for private tours as quickly as possible.
- **Booking:** Clients shall book the service through the booking system available on the website.

After selecting the private tour, Clients choose the date and book the tour by hitting the 'BOOK NOW' button, which directs Clients to the virtual basket of the product(s) they wish to purchase. Clients then click on „PROCEED TO CHECKOUT“, where Clients may provide their billing data. Clients may finalize the booking by clicking on „PLACE THE ORDER“ button; by hitting the small basket icon, Clients may check their basket in advance and still make modifications. After placing the order, the booking system shall direct Clients to the paymentsite of CIB Bank Ltd.

After booking the service, Client receives an automatically generated confirmation e-mail within 48 hours from the purchase, including all the details of the product.

- **Language** of the contract is English. Service provider shall not save the online contract, therefore it is not available after conclusion.
- **Payment:** Clients shall pay prior to the service through CÍB Bank Ltd's eCommerce services (see section VII.).
- **Group number limitation:** none.
- **Weather conditions:** tours run daily, regardless rain or shine, except for severe (extreme) weather conditions in case of which the tour leader shall cancel the tour.

VII. Online payment through CIB Bank Ltd's eCommerce services

VII/1. Conditions of online payment

- Service provider – conducting sales activities also over the internet – is a corporate client of CIB Bank Ltd. (hereinafter referred to as CIB), on the grounds of the contract for internet-based e-commerce transactions concluded between the Service provider and CIB.
- Service provider being a resident merchant is a company with legal personality, accepting bank cards as a means of payment for services.



TERMS AND CONDITIONS 2023

- Service provider intends to open an independent shop on their own website, where they enable customers to pay by card, relating to their commercial activities on the website.
- As part of eCommerce services, Clients may go shopping on the Service provider's Webshop using a card, securely, based on an SSL encryption procedure. To use this service, customers need a bank card that is suitable for online shopping.

VII/2. Basic information on paying online

- **Actors:**
 - 1) Merchant / card acceptor (Service provider): operating Webshop on their own website, enabling customers to pay by card;
 - 2) Buyer / card holder (Client): purchasing services over the internet;
 - 3) Bank: providing online payment.
- **Tasks and responsibilities of the Service provider:** transferring the total price of the services requested and paid by the Client to the Bank for verification by using a transaction ID, accepting the Bank's confirmation, informing the Client on the result of the shopping.
- **Tasks and responsibilities of the Client:** providing valid registration data for the Service provider, choosing the services with special care in the Webshop, providing correct information on the bank card for the Bank's virtual POS terminal.
- **Task and responsibilities of the Bank:** verifying the card based on the data sent by the Client to the virtual POS terminal, informing the Service provider on the result of the verification, debiting the Client's card after positive verification, crediting the Service provider's account with the amount in question, settling bank fees and commission.

VII/3. Accepted bank cards

Bank supports the usage and acceptance of international bank cards; in respect of eCommerce services, the Bank accepts and settles transactions performed using MasterCard or Visa cards. A vásárlásra alkalmas bankkártyák közül az interneten az alábbiakkal lehet tranzakciót kezdeményezni a Bank rendszerén keresztül: The following cards may be used for online transactions via CIB's system:

- Mastercard
 - VISA
 - VISA Electron
 - Maestro
- Using cards over the internet is subject to the consent of the card-issuing bank. (The issuing bank decides over the permission of „card not present”, or CNP, transactions.)
- V PAY
 - Virtual bank cards specifically designed for online payment (e.g. CIB Internet Card)

VII/4. Interpretations related to bank card transactions

International card companies differentiate between two types of transactions initiated by card. One of them is the “card present” transaction, where the card is physically present during the transaction. The other one is the “**card not present**” (CNP) transaction, where the card is not physically present when the transaction is initiated. CNP transactions are made via electronic channel (internet), in which case the card holder simply provides their card data (the number, expiry date, and validation code of the card) when initiating the transaction.



TERMS AND CONDITIONS 2023

VII/5. Functions and features of the CIB eCommerce service

- **Forint and euro-based transaction and settlement:** The eCommerce service may be authorised and settled both in forints and in euros. Accordingly:
 - in case of euro-based transactions, Clients (regardless their nationalities) shall be obliged to indicate prices in forints;
 - the amount paid by card in the requested currency is credited on the Service providers current account kept with the Bank in the same currency.

Cards linked to a bank account kept in a currency other than forint or euro may also be used for payment – that is, by any card suitable for online purchases, issued by any bank in the world – thus not only by a forint or euro-based bank card.

VIII. Admission to events

- Service provider organizes no events on their behalf; they may however arrange admission to events on the request of the Client (ordering / purchasing tickets), including the transfer to such events.
- If tour guides provide Clients with tickets, they shall take no responsibility for the actual admission to the event.
- Service provider shall take no responsibility for the quality of the event, location and available services at the event, or any accident occurring at the event, location or the vicinity of those.

IX. Special needs

Special needs / requests - that may possibly affect the tour - shall be communicated by the Client to the Contact in writing at the time of making the booking. The Contact shall use reasonable endeavours to fulfil such requests. Granting such requests is the sole responsibility of the Contact (i.e. the Service provider). No liability shall attach the Contact for failure to comply with such special requests.

X. Prices of services

Prices of services are stated on the website in Hungarian Forints and/or Euros. Prices include VAT and other costs.

XI. Modifications

- On the grounds of insignificant modifications regarding a private tour (e.g. modification or omission of sights / route changes) initiated by the Service provider, Client shall have no right to refund.
- Modifications initiated by the Client shall be pursuant to a specific agreement.
- Service provider shall do its best to make any changes requested by the Client relating to bookings, Service provider however shall not guarantee any changes of such to be taken into account. If requested changes are easily manageable, Client shall not be charged any extra costs, otherwise Client shall have the right to cancel their bookings based on the Cancellation policy of the present TC.



TERMS AND CONDITIONS 2023

XII. Warranty

- Liability of the Service provider arising from warranty / commercial guarantee is governed by the Civil Code. On the grounds of lack of conformity, Client shall obtain warranty from the Service provider.
- Client shall choose either repair or replacement (1), unless compliance with the chosen warranty right is impossible or it results in disproportionate expenses on the part of the Service provider. If the Client rejects (or is not entitled to) repair or replacement, Client may ask for a commensurate reduction in the consideration (2), or withdraw from the contract (3). Client shall be entitled to switch from the warranty right he has selected to another. The cost of switch-over shall be covered by the Service provider, unless it was made necessary by the Service provider's conduct or for other reasons.
- Client shall be required to inform the Service provider of any lack of conformity without delay. The Client's right to warranty shall lapse after two years from the delivery date (expiry of the right to warranty).
- Client is entitled to exercise his right to warranty before the Service provider.

XIII. Right of avoidance and termination

- Client (as a consumer) is entitled to the right of avoidance in respect with the services purchased by them, 14 days from the date of the conclusion of the contract.
- if Client explicitly requests service provision prior to the deadline set out in the previous subsection, Client (as a consumer) is entitled to terminate the service without reasoning until service is fully provided (any time in the course of service provision, but not subsequently).
- If the conditions for avoidance or termination prevail, Service provider shall return the price of the service after deducting the transfer fee and other servicing costs set out by the financial institution, following the Service provider's cancellation policy:

-In case of cancellation less than 48 hours before the tour or No-Show – No Refund.

-In case of cancellation 3-7 days before the tour date – 50% refund.

-In case of cancellation 8-21 days before the tour date - 75% refund.

-In case of cancellation 22+ days before the tour date - 100% refund (minus the transfer fee and other servicing costs set out by the financial institution)

Cancellation fees stated above do not include the expenses of the Service provider occurring on behalf of its Clients and in connection with the cancelled tour.

- Client shall exercise their right of avoidance and termination (cancellation) through either of the communication channels set out in II/A/3. of the present TC [**+36 20 340 9217 (SMS/WhatsApp), booking@triptobudapest.hu (e-mail)**] or by filling out the form of statement available under Annex 2. of the Decree.

XIV. Force majeure

In no event shall Free Tours, its representatives, agents and contractors be responsible or liable for any failure or delay in the performance of their obligations hereunder arising out of or caused by, directly or indirectly forces beyond their control. Force majeure situations include - without limitation – the followings: strikes, work stoppages, accidents, acts of war or terrorism, civil or military disturbances (eg. political unrest, riots, civil strife), nuclear or natural catastrophes (eg. fire, floods) or acts of God, epidemics, medical or customs regulations, closure of airports, breakdown of machinery,



TERMS AND CONDITIONS 2023

adverse weather conditions, including the possibility that one or more venues (sights) included in a specific tour are closed down or not accessible if:

- if Free Tours is not in the possession of information from the venue regarding the closure leaving ample time for Free Tours to notify the Client due to severe weather, riots etc.;
- if the tour is denied access to monuments, sights, areas and/or venues included in a specific tour due to severe weather, riots etc.

If no reschedule is possible, Free Tours shall not be obligated to return the service price in cases of force majeure.

XV. Delays, failure of cooperating in service provision

Client shall be obligated to notify the Contact regarding their delay in advance as soon as possible. Extra costs arising from the reschedule – if possible – of the service shall be paid by the Client. Should the Client fail to inform the Contact regarding their delay prior to the scheduled departure time, and/or the Client is unable to show up at the meeting point within 10 minutes from the scheduled departure time, the tour will be considered a no-show. No-show Clients cannot reschedule the service and must rebook the service at full price.

XVI. Liability

Service provider shall not take any liability for the personal safety and belongings (dereliction, theft etc.) of their Clients and those of the other guests participating with the Clients. Service provider strongly recommends effecting an international insurance (covering lost baggages and medical assistance).

XVII. Follow-up letters

Service provider shall not forward follow-up letters to their Clients for marketing purposes. After tours one single automatically generated 'thank you' e-mail is forwarded to the Clients for quality assurance purposes.

XVIII. Miscellaneous

- **The present TC enters into effect as of March 25, 2023.**
- The present TC is governed by Hungarian law. In the event of any dispute arising out of or in connection with the legal relationship established with the Service provider, Hungarian courts shall have jurisdiction. The present TC has been concluded in two identical versions (Hungarian and English). In the event of inconsistency or discrepancy between the Hungarian and English version the Hungarian language version shall prevail.
- All graphical, textual and other materials, the logo and the website of the Service provider are under the protection of Act LXXVI of 1999 on Copyright, Service provider exercises exclusive rights thereof.
- Should any parts of the present TC be invalid, it shall not affect the validity of the rest of the document.
- COVID-19 or other pandemic precautions concerning service provision and the availability of the services shall be governed by the prevailing regulations in effect. With regard to this, Service provider shall publish up-to-date information on their website and social media



TERMS AND CONDITIONS 2023

page. Service provider shall take no liability for Clients breaching COVID-19 or other pandemic regulations (precautions).

Budapest, 25 March 2023