

## **Preamble**

Wizz Tours Ltd. (hereinafter referred to as "Wizz Tours"), a limited liability company with company registration number 01-09-205337, having its registered address at 1103 Budapest, Kőér utca 2/A. A. ép.1. em., Hungary, VAT number 25194841-2-43 and having a tour operator registration under number U-001643, hereby publishes the present General Terms and Conditions of Travel.

### **1. DEFINITIONS**

**CALL CENTRE:** customer service provided by telephone, the current telephone numbers of which can be found on the Website.

**CONDITIONS OF CONTRACT:** the terms contained in the Contract for Travel, being (i) the Confirmation, (ii) the present General Terms and Conditions of Travel and (iii) the Privacy Policy.

**CONFIRMATION:** (i) the document issued to Passenger following confirming the reservation of the Package Holiday or Linked Travel Arrangement or (ii) in case of any changes in the reservation by the Passenger, the document issued to the Passenger as the acceptance of such changes by Wizz Tours. The Confirmation contains the Passenger's name and the details of the flight and accommodation and other services and refers to the Conditions of Contract and other important information. If You make Your reservation through Our Call Centre, a reservation code will be provided to You and the Confirmation will be faxed, emailed or mailed to You,.

**CONTRACT (FOR TRAVEL):** the contract for travel concluded between You and Wizz Tours in accordance with the Conditions of Contract, based on which We arrange Your carriage by air from the place of departure to the place of destination and Your accommodation and/or Other Services.

**GENERAL TERMS AND CONDITIONS OF TRAVEL:** the provisions applicable to the Package Holiday or Linked Travel Arrangement You selected as set out in the present General Terms and Conditions of Travel.

**OTHER SERVICES:** any other service in addition to the flight and/or accommodation included in the Package Holiday or the Linked Travel Arrangement, especially the travel services defined in Section 2 point 9 c)-d) of the Decree.

**PACKAGE HOLIDAY or LINKED TRAVEL ARRANGEMENT:** the object of the Contract for Travel, being the package holiday or linked travel arrangement containing a flight and accommodation and/or Other Service(s) within the meaning of the Decree and DIRECTIVE (EU) 2015/2302 OF THE EUROPEAN PARLIAMENT AND OF THE COUNCIL of 25 November 2015 on package travel and linked travel arrangements, amending Regulation (EC) No 2006/2004 and Directive 2011/83/EU of the European Parliament and of the Council and repealing Council Directive 90/314/EEC, as amended from time to time.

**PASSENGER, YOU, YOUR or YOURSELF:** the person named as the passenger in the Confirmation and for whom the Package Holiday is arranged with Our consent.

**PRIVACY POLICY:** the policy on Our Website regulating the handling of personal data provided by You or the Reserver to Wizz Tours.

DECREE: Government Decree No 472/2017 of 28 December 2017 on contracts relating to travel services, in particular on contracts relating to package travel and linked travel arrangements as amended from time to time.

RESERVER: the individual of at least 18 years of age or a legal entity acting as agent for the Passenger and making the booking in his/her own name and on his/her own behalf and/or in other Passenger's names and on their behalf, and who undertakes the obligations set out in Clauses 4.1.3 - 4.1.6. Reserver additionally includes any individual or company paying the Total Fee as stated in the Confirmation .

SERVICE PROVIDER or TRAVEL SUPPLIER: means a third party provider offering the services included in the Package Holiday or Linked Travel Arrangement.

TOTAL FEE: the price payable for all services provided to You by Wizz Tours, which includes the fare for the carriage by air, the accommodation and the fees for Other Services, as set forth under article 6.4 of the present General Terms and Conditions of Travel.

WEBSITE: [www.wizztours.com](http://www.wizztours.com)

WE, OUR, OURSELVES, US or Wizz Tours: Wizz Tours Ltd. as indicated above, its employees, servants and agents.

WIZZ TOURS CANCELLATION FEE : the fee payable by the Passenger or Reserver as set forth in the Wizz Tours Service Fee List for the cancellation of the Package Holiday in accordance with article 8.2 of the present General Terms and Conditions for Travel.

WIZZ TOURS SERVICE FEE LIST : the list available on the Website containing the fees for the services carried out by Wizz Tours pursuant to the present General Terms and Conditions for Travel.

## **2. APPLICABILITY**

### **2.1. *General Provisions***

- 2.1.1. The provisions of the present General Terms and Conditions of Travel form part of the Contract for Travel as in effect on the date of issue of the Confirmation.
- 2.1.2. In addition to the present General Terms and Conditions of Travel, each Service Provider will have its own applicable terms and conditions, which govern its products and services. Please ensure that You have read both the present General Terms and Conditions of Travel as well as the terms and conditions of the services supplied by the relevant Service Provider, before You complete Your transaction with Us. Copies of the terms and conditions of any relevant Service Provider can be obtained from us, upon request.

### **2.2. *Legal Inconsistency***

- 2.2.1. In case any provision of the present General Terms and Conditions of Travel is inconsistent with the mandatory provisions of any applicable law, those mandatory provisions will prevail. The other provisions of the present General Terms and Conditions of Travel shall nevertheless remain applicable and valid.

## **3. CONTRACT FOR TRAVEL**

### **3.1. *Conclusion of the Contract for Travel and its Content***

- 3.1.1. The Contract for Travel is concluded upon receipt of payment of the Total Fee and issuance of the Confirmation.

- 3.1.2. Wizz Tours acts as organizer in relation to bookings for Package Holidays or Linked Travel Arrangements made through the Website or the Call Centre.
- 3.1.3. The acceptance of the present General Terms and Conditions of Travel is a condition of purchasing a Package Holiday or Linked Travel Arrangement from Wizz Tours.

### 3.2. **Confirmation**

- 3.2.1. The Confirmation certifies the conclusion of the Contract for Travel between You and Us.
- 3.2.2. If You make any changes in Your reservation as permitted in the present General Terms and Conditions of Travel, We will issue a new Confirmation to You as an acceptance of Your changes. In such case, the newly issued Confirmation will be part of the Contract for Travel.
- 3.2.3. You may request the substitution (re-sending) of Your Confirmation or Your reservation code by calling Our Call Centre. Wizz Tours may charge You a fee for this service.

## 4. **RESERVATION**

### 4.1. **General Provisions**

- 4.1.1. You can make a booking either through the Website or through the Call Centre.
- 4.1.2. You are required to provide Us, directly or through Your Reserver, with appropriate contact information at which You shall be contactable at any time (telephone number/mobile telephone number and email address). It is Your responsibility to ensure that all data provided is accurate and that You have access to and regularly check the email address provided. It is Your responsibility to ensure that the provided telephone numbers, including the country and area code, are accurate and that You are reachable at all times on at least one of the telephone numbers provided in Your reservation. Wizz Tours shall not be liable for any damages arising from Your failure to comply with these requirements.
- 4.1.3. If the Reserver is not a Passenger, the Reserver is deemed to accept the present General Terms and Conditions of Travel on behalf of the Passenger(s) named in the reservation.
- 4.1.4. Furthermore, if the Reserver is not a Passenger and his/her contact details are provided in the booking, You agree that the Reserver:
  - (a) shall be responsible for receiving and relaying any and all communications/ correspondence (including changes, amendments and cancellations) from Us or Our Service Providers concerning the booking to all Passengers named in the booking; and
  - (b) shall inform all Passengers named in the booking of any notifications sent by Wizz Tours to the Reserver that affect the reservation and the Package Holiday or Linked Travel Arrangement.

In addition, You acknowledge that, if You do not instruct Us otherwise, We assume that the Reserver has the consent of each Passenger to receive any refund and, where applicable, incidental expenses or compensation due and payable under the booking.

- 4.1.5. By accepting the present General Terms and Conditions of Travel, the Reserver is deemed to be authorized to provide personal data and accept and agree that any personal data has been given to Us for the purpose set out in the Privacy Policy. In providing Us with their contact details as the Reserver and/or in providing the Reserver with the authority to act on Your behalf, You consent to Our use of these contact details in all later correspondence between the Reserver and Us or the Service Provider. Please make sure that the contact details of the Reserver are provided to Us with the consent of the Reserver and that they are correct and advise Us immediately if

those details change. The Consumer and/or the Reserver will bear full responsibility for the personal data provided under this General Term and Conditions of Travel.

- 4.1.6. When a reservation is made by a third party (including booking systems), the third party (e.g. travel agent) will act as the Reserver and undertakes all the rights and obligations on behalf of the Passengers named in the reservation. It is the Reserver's obligation to provide You with all information relevant to Your reservation (including but not limited to the components of the Total Fee and the respective amounts).
- 4.1.7. You are required to provide Us with Your full name as it is included in Your travel document to be used at the travelling. If You fail to do so, You may be required to pay a fee for correcting the name of the Passenger, the amount of which is available on the Website or through Our Call Centre.
- 4.1.8. By making the reservation, the Passenger expressly represents that he/she has familiarized himself/herself with, understood and accepted General Terms and Conditions of Travel, and that he/she has received separate information of the contractual terms significantly differing from the applicable laws and custom contractual practice, including especially but not limited to the terms related to compensation of damages, cancellation and enforcement of rights, which fact is expressly confirmed by the Passenger in the course of the reservation.
- 4.1.9. We draw your attention to the fact that in the case of contract conclusion on the Website, we provide the possibility for the Passenger to familiarize himself/herself with the General Terms and Conditions of Travel fully prior to concluding the Contract for Travel and to receive the information mandatorily required by the applicable laws related to electronic contract conclusion.

## **5. RIGHTS AND OBLIGATIONS OF THE PASSENGER**

- 5.1. Passenger is obliged to pay the Total Fee according to Wizz Tours' instructions and confirm the acceptance of Conditions of Contract.
- 5.2. Passenger is required to comply with the place and date of departure as indicated in the Confirmation and the same applies to the place and date of return. If Passenger does not so comply, any and all costs and expenses arising from any missed flight and/or missed or reduced Package Holiday or Linked Travel Arrangement shall be borne by the Passenger.
- 5.3. Where Your Package Holiday or Linked Travel Arrangement includes flight tickets, You acknowledge that the terms and conditions of the given airline will become the part of the Contract for Travel. The airlines reserve the right to change departure times and fares without prior notice. Wizz Tours will inform the Passenger of the modified departure times. In every event, the terms of the given airline shall be applied, including the terms on payment, modification and cancellation fees.
- 5.4. Passenger and Wizz Tours are required to cooperate during the performance of the Contract for Travel, in particular in case of short-term and last minute reservations. You must notify Wizz Tours immediately concerning Your data modifications, especially Your contact details (including telephone numbers, email address) and any modification in your travel document. You are also required to make sure that you provide accurate personal data at the time of booking. Failure to comply with the above requirements and the consequences thereof shall be borne by the Passenger. The Passenger bears full responsibility for having valid documents required for travelling (including but not limited to ID card, Passport, visas, statements for children, etc).
- 5.5. In addition, the Passenger is obliged to check that the name indicated in the travel document matches the name indicated on the Passenger's booking Confirmation, otherwise the Passenger may not be able to travel and the insurance may be invalid. If, after booking a Package Holiday or

Linked Travel Arrangement but before traveling, any member of the Passenger's party changes his or her name, e.g. as a result of getting married, Wizz Tours must be notified immediately so that Wizz Tours can make the necessary changes to the Travel Package or Linked Travel Arrangement documentation. Please note that name changes are subject to a fee. Please see the official Wizz Tours Service Fee List for the applicable fee.

- 5.6. In addition, if the Package Holiday or Linked Travel Arrangement includes a flight, and if You require special assistance, You are required to inform Our Call Centre about Your physical disability or reduced mobility and the type of mobility or other aid You wish to transport or You need, or any changes thereof, 48 hours before the scheduled time of departure of Your flight.
- 5.7. Any person who is under 18 years old must be accompanied by an adult on his or her journey. There may be other restrictions and conditions imposed by the Service Providers and in some countries the regulations regarding the travel of minors may be stricter than the above. General information in this respect is available on our Website. Those regulations will apply. Such exceptions are explained in the details of the related offers and Wizz Tours strongly recommends Passengers to check those conditions of the respective Service Provider before confirming a booking. The responsibility for complying with any supplementary and/or special conditions applicable in the destination country shall be borne exclusively by the Passenger.
- 5.8. The Passenger is obliged to comply with and respect all laws and regulations applicable to the travel (e.g. passport, custom, foreign currency, healthcare rules, etc.), as well as the laws and traditions of the recipient country. Wizz Tours shall not be liable for any damages and costs arising from the breach of these, the damages and costs arising from the breach of these shall be borne by the Passenger. At the time of concluding the Contract for Travel, Wizz Tours draws the attention of the Passenger to the above: written information is to be found on the Website. If the Passenger, as a result of his/her own fault, is excluded from the travel after the beginning of such travel for breaching the applicable laws, Wizz Tours will act in accordance with the terms of withdrawal, i.e. the Passenger may not claim refund of the paid participation fee.
- 5.9. By accepting the present General Terms and Conditions of Travel, the Passenger acknowledges that in some cases it might occur during the performance of the Package Holiday or the Linked Travel Arrangement that communication on a foreign language different from the mother tongue of the Passenger is required or that certain information related to the Package Holiday or the Linked Travel Arrangement is provided to the Passenger on a foreign language.
- 5.10. If insurance is not made at Wizz Tours, the Passenger is obliged to take care of his/her own insurance. In lack of passenger insurance, all damages and costs arising from sickness, accident or luggage damage shall be borne by the Passenger.

## **6. RIGHTS AND OBLIGATIONS OF WIZZ TOURS**

- 6.1. Wizz Tours reserves the right to modify or cancel the Contract for Travel in case of force majeure, including but not limited to natural disasters, strikes, wars, political changes, delays in air traffic, or termination of certain air routes, and in case of temporary closure of road, rail or air traffic.
- 6.2. Wizz Tours is not responsible for the change of natural environment by exceptional reasons and neither for inconvenience or damage resulting from natural reasons.
- 6.3. All prices advertised by Wizz Tours reflect the Total Fee, including sales taxes and management costs. However, the Total Fee may not include all local fees which will be payable locally. Wizz Tours endeavors to advise the Passengers of all local fees in the product descriptions, but this may not be possible or they may change from time to time. Common local fees include, but are not limited to, local city or tourism taxes, air-conditioning, safety deposit boxes, television remote control, spa facilities, pool or beach towels, daily car parking, entertainment and activities away

from your accommodation, highchairs, cots, babysitting services, meals for infants room service, mini bar, TV/Satellite TV, telephone calls, sea views, sun loungers, jacuzzi, sauna, table tennis, billiards and darts.

- 6.4. Subject to clause **Error! Reference source not found.**, Wizz Tours reserves the right to amend the Total Fee after you have booked but no later than 30 days before departure, by a maximum of 8% of the Total Fee, where there is an unforeseen change in the individual cost elements of the Package Holiday or the Linked Travel Arrangement. If a Confirmation has been sent to the Passenger, any increase of the Total Fee will be limited to transportation costs (fuel, airport charges and other transport costs which form part of our contract with the transport provider), applicable taxes and duties or on account of any fluctuation in the exchange rates applied to the Package Holiday.
- 6.5. If the increase in the Total Fee is less than 2% we will not pass on this increase to you. We will only pass on an increase of 2% or more in the Total fee. Following the payment of the Total Fee by the Passenger in accordance with the applicable payment terms, Wizz Tours will issue and hand over to the Passenger all the related travel documents in the form of the Confirmation :
  - 6.5.1. The Confirmation email containing the booking reference number and the travel information details will be sent to the Passenger. The Confirmation email shall be issued once the booking is made online and full payment of the Total Fee has been made.
  - 6.5.2. Please note that You may be required to present the booking reference number and/or Confirmation email to the relevant Service Provider as evidence of the Passenger's confirmed booking. Wizz Tours recommends that the Passengers take a printout of the Confirmation email.
  - 6.5.3. Wizz Tours shall neither issue separate e-tickets or vouchers, nor physical ticket to the Passengers.
  - 6.5.4. In exceptional circumstances, due to ticketing restrictions outside its control, Wizz Tours may not be able to pass information about confirmed bookings to the airline to enable them to fulfil the booking. If this occurs Wizz Tours will attempt to notify the Passenger within 48 hours of Confirmation and organize a refund or arrange an alternative. Where the Passenger chooses an alternative and it is more expensive than the original booking, the Passenger will be responsible for paying the difference.

## **7. PAYMENT TERMS**

### **7.1. *Payment terms for online bookings or bookings through the Call Centre***

- 7.1.1. In case of contract conclusion within 60 days of the beginning of the travel, Passenger shall pay an Advance of 30% of the Total Fee and a Deposit of 10% of the Total Fee on the date of reservation unless otherwise stipulated in the General Terms and Conditions. Passenger shall pay the remainder amount of the Total Fee by the 30th day prior to the departure date at the latest. If the Consumer fails to pay the remainder amount in due time, Wizz Tours reserves the right to cancel the booking by retaining the amount of the deposit paid for Wizz Tours when the booking is canceled.
- 7.1.2. In case of contract conclusion within 60 days of the beginning of the travel, but not exceeding 30 days, Passenger shall fulfil an advance payment of 40% of the Total Fee on the date of booking unless otherwise stipulated in the General Terms and Conditions. Passenger shall pay the remainder amount of the Total Fee by the 30th day prior to the departure date at the latest.
- 7.1.3. In the case of contract conclusion within 30 days of the beginning of travel, Passenger is required to pay 100% of the Total Fee at the time of booking.

- 7.1.4. The payment shall be deemed to have been made on the day when it is credited to Wizz Tours's bank account. If the Total Fee is not credited within the specified deadline, Wizz Tours reserves the right to cancel the reservation and to reimburse the expenses incurred therewith from the Passenger.
- 7.1.5. Passengers may pay with credit card or – wherever offered and indicated separately – via bank transfer. Bank transfer may not be an available payment option for every booking.
- 7.1.6. Special conditions are applicable for bank transfer payments.
- 7.1.6.1. Passenger has to make sure that the required fee is credited immediately or at the latest within 5 working days to the bank account indicated by Wizz Tours at the time of booking. In case the Total Fee is not credited within the specified timeframe, Wizz Tours reserves the right to cancel the booking without any prior notification to the Passenger.
- 7.1.6.2. The Passenger is obliged to cover any costs or charges imposed in connection with making the bank transfer.
- 7.1.6.3. If the Passenger does not receive any Confirmation from Wizz Tours within 5 days from the date of making the reservation, the Passenger must contact the Call Centre to verify the validity of the reservation.
- 7.1.6.4. Wizz Tours will return any non-identified payments to the originating bank account. All costs associated with such return bank transfer shall be borne by the Passenger.
- 7.1.6.5. You are liable for the payment of the Total Fee even if the Total Fee was paid by a third party. We may cancel your booking or block your payment without prior notice, if the debit or credit card used for payment or the payment by bank transfer and/or the reservation details is considered by Us at Our own discretion to indicate a high risk of fraud or We reasonably suspect that the cardholder or passenger is connected to other fraudulent activity.

## 7.2. ***Individual payment terms***

7.2.1 In certain cases payment terms different from the ones specified in clause 7.1 may be applicable for certain types of Contracts for Travel, in the following cases:

7.2.1.1 if the contract concluded with the foreign contributor sets out stricter payment terms; or

7.2.1.2 if the Air Carrier providing the air transportation part of the Package Holiday or the Linked Travel Arrangement prescribes payment obligation also in case of cancellation more than 60 days prior to departure, which payment obligation may be shifted to the Passenger by Wizz Tours; or

7.2.1.3 if the air transportation forming part of the Package Holiday or the Linked Travel Arrangement contains air passenger transportation by scheduled flights.

7.2.2 In the above cases, the Service Providers of Wizz Tours typically prescribe the individual terms to ensure the provision of special discounts offered to Passengers.

## 7.3. ***Payment terms for online booking***

7.3.1 Notwithstanding clause 7.1, in the case of online booking the Passenger is obliged to pay 100% of the Total Fee at the time of booking. Under such circumstances Passengers are offered special discounts compared to bookings made through the Call Center, where

different payment terms apply. If, however, the Service Provider of the service forming part of the Package Holiday or Linked Travel Arrangement enables payment in instalments also in the case of online booking, Wizz Tours also enables payment in instalments in the case of such Package Holiday or Linked Travel Arrangement. The individual payment terms applicable to a certain Package Holiday or Linked Travel Arrangement are indicated in the booking flow.

**7.4. *Payment terms for booking through the Call Center***

7.4.1 The Passenger acknowledges that higher prices may apply to the Package Holidays or Linked Travel Arrangements in the case of bookings made through the Call Center than to similar Package Holidays or Linked Travel Arrangements offered through online channel.

7.4.2 In the case of bookings through the Call Center, further booking fee as prescribed in the Wizz Tours Service Fee List is payable.

**7.5. *Invoicing***

7.5.1. Wizz Tours will issue electronic invoices for online bookings or bookings through the Call Centre.

7.5.2. By accepting the present General Terms and Conditions for Travel, the Passenger expressly consents that Wizz Tours will issue exclusively an electronic invoice relating to the Total Fee to the email address provided by the Passenger upon reservation. Additionally, a paper copy of the electronic invoice may be requested through the Call Centre for a fee, the amount of which is available on the Website through the Wizz Tours Service Fee List or from the Call Centre. Such paper copy of the invoice will be sent by post to the address provided by the Passenger. The Passenger may request a modified invoice containing different invoicing details than those provided upon reservation for which the Passenger might be charged a fee.

7.5.3. Electronic invoices are issued in compliance with the relevant Hungarian legal regulations.

7.5.4. According to the provisions of the applicable Act on VAT regulation, Wizz Tours shall charge 27% of VAT to the published prices if the Passenger does not have the invoice issued for his/her own name. The amount of the invoice shall not be increased by VAT if the Passenger undertakes that he/she purchases such service as an end-user (i.e. not for resale).

**8. AMENDMENT AND CANCELLATION BY THE PASSENGER**

**8.1. *Amendment by the Passenger***

8.1.1. If the booking is confirmed by Wizz Tours and the Passenger wishes to change any details of the confirmed Package Holiday or Linked Travel Arrangement (including but not limited to the Passenger's name(s), the departure or arrival date, the accommodation, etc.), Wizz Tours will make reasonable endeavors to arrange for these changes, however Wizz Tours shall not be liable for any failure to do so. No changes or modifications requested by or within 24 hours before departure shall be accepted.

8.1.2. Passengers may transfer their rights and obligations under the Travel Agreement to a third party fulfilling the conditions of the Travel Agreement within 24 hours of departure. The Passenger shall immediately inform Wizz Tour about the transfer of his / her rights and obligations arising from the Travel Agreement within the beginning of the travel. Passengers and third parties shall jointly and severally liable for the obligations arising out of the transfer of rights and obligations and the extra costs arising from the transfer. In case of non-



payment of additional costs within the deadline, the reservation shall be considered as canceled.

- 8.1.3. In case of any amendment, a corresponding amendment fee needs to be paid by the Passenger, in accordance with Wizz Tours Service Fee list available on the Website.
- 8.1.4. The amendment fee imposed by Wizz Tours is applicable on top of any amendment fee or fare difference imposed by the Service Provider and invoiced to Wizz Tours directly, which Wizz Tours will re-charge to the Passenger in a transparent manner.
- 8.1.5. Please note that certain amendment requests could incur an amendment fee of up to or exceeding 100% of the original Total Fee, as result of the terms of the selected Travel Suppliers.
- 8.1.6. When changing the details of the original travel package or linked Travel Arrangement, the price of the new travel arrangements will be based on the price that applies on the day the amendment request is made. These prices may not be the same as the ones which were applicable for the original booking.
- 8.1.7. Please note that amendments are always subject to capacity availability of the Travel Suppliers (airlines, hotels etc.).

8.2. ***Cancellation by the Passenger***

- 8.2.1. Once a Confirmation has been issued by Wizz Tours and the Passenger wishes to cancel the confirmed Package Holiday, Wizz Tours will apply a Wizz Tours Cancellation Fee in accordance with Wizz Tours Service Fee List. Any cancellation request must be made in writing by the Passenger or the Reserver.
- 8.2.2. The Wizz Tours Cancellation Fee, imposed by Wizz Tours, is based on how many days before the original departure date the cancellation notice is received:

<b>Terms and conditions applicable for cancellations made by the Passenger</b>	
<b>Time of Cancellation Notice</b>	<b>Charges imposed on the Passenger</b>
More than 60 days before departure date	<ul style="list-style-type: none"> <li>• No Wizz Tours Cancellation Fee</li> <li>• As per the Air Carrier’s terms, non-refundable rates and Air Carrier’s cancellation fees to be covered by the Passenger</li> </ul>
36 days to 60 days before departure date (in the case of a Travel Contract for the use of apartments, between 46 and 60 days)	<ul style="list-style-type: none"> <li>• 20 EUR Wizz Tours Cancellation Fee per Passenger</li> <li>• As per the terms of Travel Supplier (except the Air Carrier), the non-refundable amount and the cancellation fee of the Service Provider is covered by the Passenger, however, Wizz Tours Cancellation Fee may not exceed 10% of the Total Fee</li> <li>• As per the Air Carrier’s terms, non-refundable rates and Travel Supplier’s cancellation fees to be covered by the Passenger</li> </ul>
15 days to 35 days before departure date (in the case of a Travel Contract for the use of apartments, between 46 and 60 days)	<ul style="list-style-type: none"> <li>• 30 EUR Wizz Tours Cancellation Fee per Passenger</li> <li>• As per the Travel Supplier’s terms, non-refundable rates and Travel Supplier’s cancellation fees to be covered by the Passenger</li> </ul>

14 days or less before departure date	<ul style="list-style-type: none"> <li>• 40 EUR Wizz Tours Cancellation Fee per Passenger</li> <li>• As per the Travel Suppliers' terms, non-refundable rates and Travel Supplier's cancellation fees to be covered by the Passenger</li> </ul>
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8.2.3. The Wizz Tours Cancellation Fee is applicable in addition to any cancellation fee imposed by the Travel Supplier and invoiced to Wizz Tours directly, which Wizz Tours will re-charge to the Passenger in a transparent matter.

8.2.4. Please note that, depending on the terms of the Travel Supplier, certain cancellation requests could incur a total cancellation charge of up to 100% of the Total Fee, where the Travel Suppliers services were sold on a non-refundable basis.

8.2.5. Wizz Tours has the right to set off the Wizz Tours Cancellation Fee from any payment made by the Passenger.

### 8.3. **AMENDMENT AND CANCELLATION BY WIZZ TOURS**

8.3.1. Wizz Tours reserves the right to amend or cancel the Contract for Travel, in the case of *force majeure*. Force majeure will include but is not limited to natural disasters, strikes, wars, civil unrest, terrorist activity, political instability, delays in air traffic or closure of certain air routes and cases of temporary road, rail or airborne traffic interruption

8.3.2. If Wizz Tours intends to significantly modify the essential Terms of the Contract for Travel due to reasons outside the scope of its operation before the departure, in particular, if the rate of the fee increase exceeds 8%, it shall immediately inform the Passenger. In such a case, the Passenger may withdraw from the Contract for Travel or, if he/she accepts such modification the fee also changes jointly. The Passenger shall be obliged to inform Wizz Tours of his/her decision without any delay.

8.3.3. Wizz Tours reserves the right to cancel the Contract for Travel, by providing written notice, no less than 20 days prior to departure in particular but not limited to the case if the number of passengers is less than the stated minimum number of passengers as advised by Wizz Tours at the time of booking.

8.3.4. In the event of cancellation and modification by Wizz Tours, in respect of Passenger's rights, Section 18-21 of the Decree shall prevail.

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## 9. **MANDATORY NOTIFICATION ACCORDING TO THE DECREE**

The combination of the travel services offered to you is a Package Holiday or Linked Travel Arrangement within the meaning of the Decree.

### 9.1. **Information related to the contract for a Package Holiday**

Therefore, You will benefit from all rights applying to the Package Holiday. Wizz Tours shall be fully responsible for the conformity of the package travel with the contract.

Additionally, as required by law, Wizz Tours company has protection in place to refund your payments and, where transport is included in the package, to ensure your repatriation in the event that it becomes insolvent.

Key rights according to Decree on contracts relating to travel services, in particular on contracts relating to Linked Travel Arrangements and Package Holiday:

- Passengers will receive all essential information about the Package Holiday before concluding the Package Holiday contract.
- There is always at least one entrepreneur being liable for the proper performance of all the travel services included in the contract.
- Passengers are given an emergency telephone number or details of a contact point where they can get in touch with the travel organiser or the travel agent.
- Passengers may transfer the package to another person, on reasonable notice and possibly subject to additional costs.
- The price of the Package Holiday may only be increased if specific costs rise (for instance, fuel prices) and if expressly provided for in the contract, and in any event not later than 20 days before the start of the Package Holiday. If the price increase exceeds 8 % of the price of the Package Holiday, the Passenger may terminate the contract. If the organiser reserves the right to a price increase, the Passenger has a right to a price reduction if there is a decrease in the relevant costs.
- Passengers may terminate the contract without paying any termination fee and get a full refund of any payments if any of the essential elements of the Package Holiday, other than the price, are changed significantly. If before the start of the Package Holiday the entrepreneur responsible for the Package Holiday cancels it, Passengers are entitled to a refund and compensation where appropriate.
- Passengers may terminate the contract without paying any termination fee before the start of the Package Holiday in the event of exceptional circumstances, for instance if there are serious security problems at the destination which are likely to affect the Package Holiday.
- Additionally, Passengers may terminate the contract at any time before the start of the Package Holiday in return for an appropriate and justifiable termination fee.
- If, after the start of the Package Holiday, its significant elements cannot be provided as agreed, suitable alternative arrangements shall be offered to the Passenger at no extra cost. Passengers may terminate the contract without paying any termination fee, where services are not performed in accordance with the contract, this substantially affects the performance of the Package Holiday, and the organiser fails to remedy the problem.
- Passengers are also entitled to a price reduction or compensation for damages where the travel services are not performed or are improperly performed.
- The travel organiser shall provide assistance if the Passenger is in difficulty.

If the travel organiser becomes insolvent, payments shall be refunded. If the travel organiser becomes insolvent after the start of the Package Holiday and if transport is included therein, repatriation of the Passengers shall be secured. Wizz Tours has taken out insolvency protection with [Colonnade Insurance S.A \(info@colonnade.hu, +36 1 4601400\)](#) the entity in charge of the insolvency protection. Passengers may contact this entity or, where applicable, the competent authority (Budapest Főváros Kormányhivatala, address: 1056 Budapest, Váci utca 62-64., e-mail: [idegenforgalmi@bfkh.gov.hu](mailto:idegenforgalmi@bfkh.gov.hu), telephone no.: 06-1-328-5862) if services are denied because of the travel organiser's insolvency.

**9.2. Information on data transmitting by travel organizer according to subpoint be) of point b) of Section 2 of Decree**

Provided that You enter into a contract with Wizz Tours within at latest 24 hours after the confirmation of the booking of the first travel, the travel service provided by Wizz Tours and other travel service provider shall be considered as Package Holiday according to the Decree.

You will benefit from all rights applying to the package travel. Wizz Tours shall be fully responsible for the conformity of the package travel with the contract.

As required by law, Wizz Tours has protection in place to refund Your payments and, where transport is included in the package, to ensure Your repatriation in the event that it becomes insolvent. Your rights according to the Decree:

- Passengers shall receive all essential information about the Package Holiday or Linked Travel Arrangements before contract conclusion.

- There is always at least one entrepreneur being liable for the proper performance of all the travel services included in the contract.

- Passengers shall be given an emergency telephone number or details of a contact point where they can get in touch with the organiser or the travel agent.

- Passengers may transfer the Package Holiday or Linked Travel Arrangements to another person, on reasonable notice of the organiser and possibly subject to additional costs.

- The price of the Package Holiday or Linked Travel Arrangements may only be increased if specific costs rise (for instance, fuel prices) and if expressly provided for in the contract, and in any event not later than 20 days before the start of the Package Holiday or Linked Travel Arrangements. If the price increase exceeds 8 % of the price of the Package Holiday or Linked Travel Arrangements, the Passenger may terminate the contract. If the organiser reserves the right to a price increase, the Passenger has a right to a price reduction if there is a decrease in the relevant costs.

- Passengers may terminate the contract without paying any termination fee and get a full refund of any payments if any of the essential elements of the Package Holiday or Linked Travel Arrangements, other than the price, are changed significantly. If before the start of the Package Holiday or Linked Travel Arrangements the entrepreneur responsible cancels the Package Holiday or Linked Travel Arrangements, Passengers are entitled to a refund, and to compensation under the conditions of the Decree.

- Passengers may terminate the contract without paying any termination fee before the start of the Package Holiday or Linked Travel Arrangements in the event of exceptional circumstances, for instance if there are serious security problems at the destination which are likely to affect the Package Holiday or Linked Travel Arrangements.

- Passengers may terminate the contract at any time before the start of the Package Holiday or Linked Travel Arrangements in return for an appropriate and justifiable termination fee.

- If, after the start of the Package Holiday or Linked Travel Arrangements, significant elements cannot be provided as agreed, suitable alternative arrangements shall be offered to the Passenger for no extra cost. Passengers may terminate the contract without paying any termination fee, where services are not performed in accordance with the contract, and this substantially affects the performance of the Package Holiday or Linked Travel Arrangements, and the organiser fails to remedy the problem.

- Passengers are also entitled to a price reduction or compensation for damages where the travel services are not performed or are improperly performed.

- The organiser has to provide assistance if the Passenger is in difficulty.

- If the organiser becomes insolvent, payments shall be refunded. If the organiser becomes insolvent after the start of the Package Holiday or Linked Travel Arrangements and if transport is included in the Package Holiday or Linked Travel Arrangements, repatriation of the Passengers shall be secured. Wizz Tours has taken out insolvency protection Colonnade Insutrance S.A ([info@colonnade.hu](mailto:info@colonnade.hu), +36 1 4601400), the entity in charge of the insolvency protection. Passengers may contact this entity or, where applicable, the competent authority (Budapest Főváros Kormányhivatala, address: 1056 Budapest, Váci utca 62-64., e-mail: [idegenforgalmi@bfkh.gov.hu](mailto:idegenforgalmi@bfkh.gov.hu), telephone no.: 06-1-328-5862) if services are denied because of the organiser's insolvency.

Government Decree No 472/2017 of 28 December 2017 on contracts relating to travel services, in particular on contracts relating to package travel and linked travel arrangements is available at the below link:<https://net.jogtar.hu/jogszabaly?docid=A1700472.KOR&timeshift=ffffff4&txtreferer=00000001.TXT>.

### ***9.3. Information on contracts concluded by a carrier selling return ticket for online package travel service distributor***

If You book further travel services by our company for Your travel or holiday after having chosen and paid for the already selected travel services, you shall NOT be entitled to the rights for Package Holiday or Linked Travel Arrangements according to the Decree.

Therefore our company shall not bear any liability for the appropriate performance of these travel services. In case of any problems, please take contact with the service provider concerned.

However, once you are booking any additional travel services when visiting our company's booking website those services shall be part of the package travel services. In this case, Wizz Tours has protection in place to refund Your payments and, where transport is included in the package, to ensure Your repatriation in the event that it becomes insolvent. Please note that this does not entitle you to any refund in the event of the insolvency of the service provider concerned.

Please find below additional information on the protection against insolvency:

Wizz Tours has taken out insolvency protection with Colonnade Insutrance S.A ([info@colonnade.hu](mailto:info@colonnade.hu), +36 1 4601400), the entity in charge of the insolvency protection.

Passengers may contact this entity or, where applicable, the competent authority (Budapest Főváros Kormányhivatala, address: 1056 Budapest, Váci utca 62-64., e-mail: [idegenforgalmi@bfkh.gov.hu](mailto:idegenforgalmi@bfkh.gov.hu), telephone no.: 06-1-328-5862) if services are denied because of the organiser's insolvency.

Note: The scope of the above protection against insolvency shall not cover the contractual relationship concluded by and between parties different from Wizz Tours, which may appropriately be performed regardless of the insolvency of Wizz Tours.

Government Decree No 472/2017 of 28 December 2017 on contracts relating to travel services, in particular on contracts relating to package travel and linked travel arrangements is available at the below link:<https://net.jogtar.hu/jogszabaly?docid=A1700472.KOR&timeshift=ffffff4&txtreferer=00000001.TXT>.

**9.4. Information on contracts concluded by a carrier selling non-return ticket for online package travel service distributor**

If You book further travel services by our company for Your travel or holiday after having chosen and paid for the already selected travel services, You shall NOT be entitled to the rights for Package Holiday or Linked Travel Arrangements according to the Decree.

Therefore our company shall not bear any liability for the appropriate performance of these travel services. In case of any problems, please take contact with the service provider concerned.

However, once you are booking any additional travel services when visiting our company's booking website those services shall be part of the package travel services. In this case, Wizz Tours has protection in place to refund Your payments and, where transport is included in the package, to ensure Your repatriation in the event that it becomes insolvent. Please note that this does not entitle you to any refund in the event of the insolvency of the service provider concerned.

Please find below additional information on the protection against insolvency:

Wizz Tours has taken out insolvency protection with Colonnade Insutrance S.A ([info@colonnade.hu](mailto:info@colonnade.hu), +36 1 4601400) the entity in charge of the insolvency protection.

Passengers may contact this entity or, where applicable, the competent authority (Budapest Főváros Kormányhivatala, address: 1056 Budapest, Váci utca 62-64., e-mail: [idegenforgalmi@bfkh.gov.hu](mailto:idegenforgalmi@bfkh.gov.hu), telephone no.: 06-1-328-5862) if services are denied because of the organiser's insolvency.

Note: The scope of the above protection against insolvency shall not cover the contractual relationship concluded by and between parties different from Wizz Tours, which may appropriately be performed regardless of the insolvency of Wizz Tours.

Government Decree No 472/2017 of 28 December 2017 on contracts relating to travel services, in particular on contracts relating to package travel and linked travel arrangements is available at the below link:<https://net.jogtar.hu/jogszabaly?docid=A1700472.KOR&timeshift=ffffff4&txtreferer=0000001.TXT>.

**9.5. Information on the conclusion of online package travel service contracts concluded on the presence of the Panssanger and the entrepreneur being different from the carrier and selling return ticket**

If You book further travel services by our company for Your travel or holiday after having chosen and paid for the already selected travel services, You shall NOT be entitled to the rights for Package Holiday or Linked Travel Arrangements according to the Decree.

Therefore our company shall not bear any liability for the appropriate performance of these travel services. In case of any problems, please take contact with the service provider concerned.

However, once you are booking any additional travel services when visiting our company's booking website those services shall be part of the package travel services. In this case, Wizz Tours has protection in place to refund Your payments and, where transport is included in the package, to ensure Your repatriation in the event that it becomes insolvent. Please note that this does not entitle you to any refund in the event of the insolvency of the service provider concerned.

Please find below additional information on the protection against insolvency:

Wizz Tours has taken out insolvency protection with Colonnade Insurtrance S.A ([info@colonnade.hu](mailto:info@colonnade.hu), +36 1 4601400), the entity in charge of the insolvency protection.

Passengers may contact this entity or, where applicable, the competent authority (Budapest Főváros Kormányhivatala, address: 1056 Budapest, Váci utca 62-64., e-mail: [idegenforgalmi@bfkh.gov.hu](mailto:idegenforgalmi@bfkh.gov.hu), telephone no.: 06-1-328-5862) if services are denied because of the organiser's insolvency.

Note: The scope of the above protection against insolvency shall not cover the contractual relationship concluded by and between parties different from Wizz Tours, which may appropriately be performed regardless of the insolvency of Wizz Tours.

Government Decree No 472/2017 of 28 December 2017 on contracts relating to travel services, in particular on contracts relating to package travel and linked travel arrangements is available at the below link:<https://net.jogtar.hu/jogszabaly?docid=A1700472.KOR&timeshift=ffffff4&txtreferer=00000001.TXT>.

#### **9.6. *Information on contracts concluded by and between carrier selling return ticket for online package travel service distributor***

If You book further travel services by our company for Your travel or holiday after having chosen and paid for the already selected travel services, You shall NOT be entitled to the rights for Package Holiday or Linked Travel Arrangements according to the Decree.

Therefore our company shall not bear any liability for the appropriate performance of these travel services. In case of any problems, please take contact with the service provider concerned.

However, once you are booking any additional travel within at latest 24 hours after the confirmation of the booking of the first travel, the travel service provided by Wizz Tours and other travel service provider shall be considered as Package Holiday according to the Decree. In this case, Wizz Tours has protection in place to refund Your payments and, where transport is included in the package, to ensure Your repatriation in the event that it becomes insolvent. Please note that this does not entitle you to any refund in the event of the insolvency of the service provider concerned.

Please find below additional information on the protection against insolvency:

Wizz Tours has taken out insolvency protection Colonnade Insurtrance S.A ([info@colonnade.hu](mailto:info@colonnade.hu), +36 1 4601400), the entity in charge of the insolvency protection.

Passengers may contact this entity or, where applicable, the competent authority (Budapest Főváros Kormányhivatala, address: 1056 Budapest, Váci utca 62-64., e-mail: [idegenforgalmi@bfkh.gov.hu](mailto:idegenforgalmi@bfkh.gov.hu), telephone no.: 06-1-328-5862) if services are denied because of the organiser's insolvency.

Note: The scope of the above protection against insolvency shall not cover the contractual relationship concluded by and between parties different from Wizz Tours, which may appropriately be performed regardless of the insolvency of Wizz Tours.

Government Decree No 472/2017 of 28 December 2017 on contracts relating to travel services, in particular on contracts relating to package travel and linked travel arrangements is available at the below link:<https://net.jogtar.hu/jogszabaly?docid=A1700472.KOR&timeshift=ffffff4&txtreferer=00000001.TXT>.

### **9.7. Information on contracts concluded by a carrier selling non-return ticket for online package travel service distributor**

If You book further travel services by our company for Your travel or holiday after having chosen and paid for the already selected travel services, You shall NOT be entitled to the rights for Package Holiday or Linked Travel Arrangements according to the Decree.

Therefore our company shall not bear any liability for the appropriate performance of these travel services. In case of any problems, please take contact with the service provider concerned.

However, once you are booking any additional travel within at latest 24 hours after the confirmation of the booking of the first travel, the travel service provided by Wizz Tours and other travel service provider shall be considered as Package Holiday according to the Decree. In this case, Wizz Tours has protection in place to refund Your payments and, where transport is included in the package, to ensure Your repatriation in the event that it becomes insolvent. Please note that this does not entitle you to any refund in the event of the insolvency of the service provider concerned.

Please find below additional information on the protection against insolvency:

Wizz Tours has taken out insolvency protection with Colonnade Insurance S.A ([info@colonnade.hu](mailto:info@colonnade.hu), +36 1 4601400), the entity in charge of the insolvency protection.

Passengers may contact this entity or, where applicable, the competent authority (Budapest Főváros Kormányhivatala, address: 1056 Budapest, Váci utca 62-64., e-mail: [idegenforgalmi@bfkh.gov.hu](mailto:idegenforgalmi@bfkh.gov.hu), telephone no.: 06-1-328-5862) if services are denied because of the organiser's insolvency.

Note: The scope of the above protection against insolvency shall not cover the contractual relationship concluded by and between parties different from Wizz Tours, which may appropriately be performed regardless of the insolvency of Wizz Tours.

Government Decree No 472/2017 of 28 December 2017 on contracts relating to travel services, in particular on contracts relating to package travel and linked travel arrangements is available at the below link:<https://net.jogtar.hu/jogszabaly?docid=A1700472.KOR&timeshift=ffffff4&txtreferer=00000001.TXT>.

## **10. AIR TRANSPORT**

10.1. Air transport passenger rules shall be applied to the performance of any air transport. Liability of Wizz Tours carriers are regulated and limited by (i) the Warsaw International Convention of 1929 for the unification of certain rules relating to international carriage by air, (ii) the Montreal International Convention of 1999 for the unification of certain rules relating to international carriage by air and (iii) Regulation (EC) No 261/2004 of the European Parliament and of the Council establishing common rules on compensation and assistance to passengers in the event of denied boarding and of cancellation or long delay of flights.

10.2. According to international air transport requirements, the carrier and Wizz Tours reserve the right to change the flights' departure dates, routing, location, direction of travel, transfer opportunities, carrier, aircraft type and any intermediate landing. The Passenger expressly acknowledges that all prior information in relation to air transport is for information purposes only.

10.3. Wizz Tours shall not bear any liability for possible delays, flight, schedule, airplane type or airline changes Wizz Tours will inform the Passenger as soon as possible in the event the carrier



changes flights' departure dates, routing, location, direction of travel, transfer opportunities, carrier, aircraft type or any intermediate landing.

- 10.4. In case of flight ticket sale, Passenger acknowledges that the carrier's terms and conditions will become part of the Conditions of Contract, taking into account that the carrier's terms and conditions will prevail. The Passenger will be informed about the carrier's terms and conditions when entering into the Contract for Travel. In all cases, the payment conditions of the carrier will be applied by Wizz Tours. It is expressly indicated that amendments and cancellation by the Passenger may not be allowed under the terms and conditions of the carrier, respectively may result an increased amendment or cancellation fee.
- 10.5. In case of lost or damaged luggage, damage or loss shall be reported at the Lost and Found Department of the Airport immediately after arrival. Report shall be obtained to certificate the case for the subsequent negotiations with the carrier. In the absence thereof, the carrier may refuse compensation. Claims must be reported to the carrier no later than 7 days after the return. Wizz Tours is not liable for lost or damaged luggage, any such claim must be filed with the carrier.

## **11. HOTELS AND ACCOMMODATION**

- 11.1. Wizz Tours and its contracted Service Providers will always aim to provide the exact services originally booked by the Passenger. However, certain *ad-hoc* modifications might occur.
- 11.2. In case the hotel is overbooked, Wizz Tours is entitled to modify the reserved hotel. Wizz Tours shall provide accommodation in a hotel similar to the previously reserved. In addition, Wizz Tours shall not be obliged to fulfil further hotel-dependant demands which are not indicated on the Website (e.g. sea view room, or rooms next to each other).
- 11.3. Some hotels on the Website distinguish main building, annex buildings and bungalow or bungalow-style rooms in the hotel complex. Similar styles of rooms in the main building, annex building and bungalows are considered to be offered for the same price and the same value by the Service Provider. Passengers can only choose accommodation between main building and annex building rooms if it is indicated on the Website. In that case, Wizz Tours shall provide the contracted room type.
- 11.4. Special package offers may include hotels, which are not listed on the Website among the standard hotels. The bookings of these hotels are subject to the present General Terms and Conditions of Travel as well.
- 11.5. Passengers must note that due to the overcrowded summer season, sea-view room order will only be optionally accepted , even if a surcharge is paid. In case the sea view room is not provided, the surcharge will be refunded immediately after the end of the Package Holiday or Linked Travel Arrangements.

## **12. COMPLAINTS HANDLING**

- 12.1. Passenger is entitled to complain against the failure and/or the different quality of the ordered service. These complaints shall be communicated at the earliest opportunity to the local Service Provider. The complaint shall be promptly rectified and remedied as necessary. If the Passenger disagrees with the handling of the complaint or the immediate inquiry of the complaint is not possible, the record of the complaint and the Passenger's position shall be recorded promptly and signed by the Passenger and the Local Service Supplier, and a copy thereof shall be provided to the Passenger
- 12.2. If the Passenger and the Local Service Supplier are unable to resolve the problem promptly, then the Passenger should contact Wizz Tours Customer Service number as indicated on the

Website, where further assistance will be given. After the end of the Package Holiday or the Linked Travel Arrangements, Passengers can submit complaint to [customerservice@wizztours.com](mailto:customerservice@wizztours.com) and the complaint will be investigated properly. Passengers shall include their Wizz Tours order number, booking reference, travel dates and detailed description of the complaint. Passenger is liable for the damages arising from the delay in reporting the complaint. The Traveler's objections shall be brought to the attention of Wizz Tours within 30 days of the end of the travel, subject to the loss of the right. This deadline and the legal consequence of the loss of rights shall also be applicable to the filing of claims for complaints. The complaint shall be answered in writing by Wizz Tours within 30 days of the receipt. In the case of rejection of the complaint, the Passenger may, by 1 January 2017, first turn to the regional offices of the district (contact: <http://jarasinfo.gov.hu>) since the National Consumer Protection Authority has been ceased on 31 December 2016. The legal successor of the National Consumer Protection Authority is the Ministry of National Development (address of the present General travel Terms and Conditions: 1011 Budapest, Fő utca 44-50, address of the central mailbox: 1440 Budapest, Pf. 1, <http://www.kormany.hu/com/natural-development-ministry>).

- 12.3. Please note that personal data (name, address, telephone number) and your location could not be disclosed to any third party, even in urgent cases, unless the Passenger concerned requests Wizz Tours in writing to protect Passenger's personal rights to do this. Costs related to such requests are payable by the Passenger. Please inform your relatives before traveling
- 12.4. During the Package Holiday or Linked Travel Arrangements, Passenger shall take care of its luggage and valuables. Unless caused by Our negligence or the negligence of a Travel Supplier, Wizz Tours shall not be liable for luggage and valuables left on planes, buses, cars, boats, at hotels or other means of transportation, accommodation or services provided.
- 12.5. Passenger will directly be responsible for damages resulted from its own act to third parties during the Package Holiday or Linked Travel Arrangements.

### **13. PASSPORT, VISA, CUSTOMS, AND PUBLIC HEALTH REGULATIONS**

- 13.1. Passport and visa regulations can change and the Passenger should therefore check the applicable conditions with the relevant embassy prior to booking with Us, but in any event well in advance of the Package Holiday or Linked Travel Arrangements. It is the Passenger's responsibility to be in possession of a valid passport or other travel document and, if appropriate, a visa. It is important to remember to include all transit points in the Passenger's journey which may also require the Passenger to obtain a visa. It can often take some time to obtain a visa, so Passenger is advised to apply well in advance of the departure date of the relevant flight. Wizz Tours accepts no responsibility or liability for customers who do not possess the required documents for entry into, exit from or transit through any of the countries detailed on the Website.
- 13.2. Each destination has its own requirements as far as entry formalities, vaccinations and other health requirements which can also vary depending on the Passenger's nationality. It is the Passenger's own responsibility to obtain details of all relevant requirements from the applicable embassy for entry into, exit from or transit through any of the countries detailed on the Website. Where necessary, You should consult with a qualified health professional. No incidents arising from the failure to comply with such official regulations will be considered the responsibility or liability of Wizz Tours. Wizz Tours therefore recommends that You verify the different formalities of the chosen destination or transit countries, as well as the time needed to take all of the related steps before the date of departure.

### **14. LIMITATION OF LIABILITY**

- 14.1. General provisions

- 14.1.1. We are not liable for damage incurred by non-performance or non proper performance of the Contract for Travel in case the failure is not due to Our own act or the act of Our contracted Travel Supplier.
- 14.1.2. We are in no event liable for any damage, loss or claim resulting from any failure to perform or improper performance, which is attributable to (i) You or the person from whom You derive Your rights and/or (ii) a third party that is unconnected with the provision of the services contracted for and is unforeseeable or unavoidable. When because of death or injury of the Passenger compensation is claimed by a person other than the Passenger, We shall likewise be exonerated from liability.
- 14.1.3. Unless applicable law provides otherwise, We are liable for sufficiently proven damages only and can in no event be liable for loss of profits, indirect or consequential damages.
- 14.1.4. Our liability in cases other than bodily injury, whether in contract, in tort or otherwise, shall not exceed the amount of proven damages up to two times the amount of the Total Fee, unless otherwise provided by the applicable international convention (included but not limited to the Montreal Convention) or any mandatory provisions of the applicable law.
- 14.1.5. When You travel by air or sea, Your journey may be subject to the provisions and limitations of certain international carriage by air or sea conventions (for example, Warsaw Convention, Montreal Convention or the Athens Convention). Notwithstanding any other provision in the present clause, when arranging Your Package Holiday or Linked Travel Arrangements, the provisions and limitations of any applicable international convention including but not limited to the Montreal Convention also apply to Our liability. Where parts of your Package Holiday or Linked Travel Arrangements are provided by Travel Suppliers, the terms and conditions of the relevant Travel Supplier will also apply to You and will benefit Us.
- 14.1.6. Wizz Tours will be in no way be liable for any direct and indirect loss and/or damages suffered by the Passenger resulting from any action/lack of action of the Reserver.
- 14.1.7. The Passenger shall be liable for any damage caused to third parties by the Passenger in the performance of the Travel Contract. In the event of a threatening and illegal behavior (eg drunken status), the Passenger may be excluded from traveling or participating in the program and therefore Wizz Tours shall not be liable for any damages.

## 14.2. Website functioning

- 14.2.1. Wizz Tours offers the Website as-is and make reasonable endeavors in respect of its maintenance and functioning, but it does not make any warranty or assume any liability for any loss or damage arising directly or indirectly from, or in connection with the functioning of the website, technical faults, service unavailability or functionality of the system or the website.
- 14.2.2. Wizz Tours publishes on its Website various information about the products and services provided and offered by third parties and it shall not bear any liability or warranties for their accuracy, accuracy, completeness and the updating of the information

contained in such offers. Some information changes from time to time and it may only be verified at the time of booking..

14.3. *Force majeure*

14.3.1. Unless provided otherwise in the present General Terms and Conditions, if, due to *force majeure* (including, but not limited to political, economic or unstable disorder that may affect safety), there are failures in relation to (i) the performance of the Contract of Travel or (ii) the website functioning, including but not limited to failures with reservations and confirmations, Wizz Tours and/or companies from the Wizz Air Group are exempt from any legal liabilities arising from such failures and from any liability for any direct or indirect damages the Passenger would experience following such *force majeure*.

14.4. Notice of claim

14.4.1. Without prejudice to any applicable international convention and in cases other than bodily injury claims, Wizz Tours shall in no event be liable in respect of any claim, unless a written notice of the claim is given to us within a period twelve (12) months from the date of the booking.

## 15. INSURANCE

15.1. Wizz Tours strongly recommends that Passenger enters into a travel insurance contract, especially as there may be circumstances where Wizz Tours and/or the Travel Supplier will have no liability.

15.2. Wizz Tours informs the Passenger of the offered travel insurance products (e.g. accident, sickness, baggage insurance, and travel cancellation insurances) by providing the essential elements of the said insurance contracts (risks covered by the travel cancellation insurance and insurance premiums to be paid).

15.3. If the Passenger wishes to purchase travel insurance through the Website, the Passenger's contract will be directly with the insurance company, whose terms and conditions will apply to that insurance contract. Wizz Tours publishes the terms and conditions of the insurance company on the Website. This will ensure that the Passengers will know the terms in advance, prior to signing the insurance contract. In that way Passenger will obtain detailed, clear, easy to understand information on its content and all required information on associated conditions. In respect of travel insurance and travel cancellation insurance, the published conditions will form the part of the insurance contract.

15.4. Travel cancellation insurance can only be concluded at the time of the booking of the Package Holiday or the Linked Travel Arrangements. A travel cancellation insurance starts to run upon the conclusion of the Contract for Travel, whereas a general travel insurance starts to run at the time stipulated in the Contract for Travel, but in both cases not earlier than insurance fee is paid to Wizz Tours.

15.5. The travel cancellation insurance fee is indicated in the travel cancellation insurance contract. The insurance company will determine whether a Passenger is eligible for a refund in accordance with the applicable legislation.

15.6. Wizz Tours declares that its financial security is provided by QBE Insurance (Europe) Hungarian Branch Office.

## ENTIRE AGREEMENT AND SEVERABILITY CLAUSE

15.7. If at any time any part of the present General Terms and Conditions of Travel (including any one or more of the clauses of the present General Terms and Conditions of Travel or any sub-clause or paragraph or any part of one or more of these clauses) is held to be or becomes void or otherwise unenforceable for any reason under any applicable law, the same shall be deemed omitted from the present General Terms and Conditions of Travel and the validity and/or enforceability of the remaining provisions of the present General Terms and Conditions of Travel shall not in any way be affected or impaired as a result of that omission.

## **16. CHANGES TO GENERAL TERMS AND CONDITIONS**

16.1. Wizz Tours reserves the right to change or update the present General Terms and Conditions of Travel from time to time without prior notice. Section 6:63 (5) and 6:67 (3) of Act V of 2013 on the Civil Code shall not be applicable. The current version of the present General Terms and Conditions of Travel is displayed on the Website from the date on which any changes come into effect. The Package Holiday or the Linked Travel Arrangements shall be governed under the General Travel Terms and Conditions valid at the time of booking.

## **17. CHOICE OF LAW AND JURISDICTION**

17.1. Unless otherwise provided by international conventions or any mandatory provisions of any applicable law:

- a) the present General Terms and Conditions of Travel and any carriage which We agree to provide You with (in respect of Yourself and/or Your Baggage) shall be governed by the laws of Hungary; and
- b) any dispute between You and Us concerning or arising out of such carriage in any way whatsoever shall be subject to the non-exclusive jurisdiction of the courts of Hungary. “Non-exclusive jurisdiction” means that You may bring a claim against Us in a jurisdiction outside of the courts of Hungary.