

Booking Terms and Conditions

1. BOOKING YOUR HOLIDAY

(a) To secure your booking, we require you to fully complete and sign the RMMT Booking Form and return it to the Company with a deposit of 20% minimum (deposit amounts will be advised at time of booking). If you are booking within 10 weeks of departure, then full payment is required. The signatory of the booking form accepts these contract terms on behalf of everyone named in the booking form.

(b) A contract will exist as soon as we issue a Confirmation Invoice. This contract is made under the terms of these booking conditions, which are governed by Hungarian law and both parties agree to submit to the jurisdiction of the Hungarian courts at all times. If for any reason the Company does not accept your booking, your deposit will be returned. (c) Special Requests should be indicated on the Booking Form or made in writing. The Company will try to arrange for Special Requests to be met, but cannot guarantee that they will be. The Company cannot be made liable for any Special Requests not met.

(d) If you arrange your holiday direct with the Company all correspondence and other communications will be sent to the address of the first person named on the Booking Form unless you specify otherwise. If you request correspondence through a business address, a residential address will also be required for emergency and security reasons.

(e) If your booking has been made through a travel agent, the Company will address all communications to that travel agent. All monies paid by you the Client, to a travel agent, in respect of a contract with the Company, they will be held by the travel agent on behalf of the Company until such time they are forwarded to the Company.

(f) The balance is due to the Company 10 weeks prior to departure.

2. AMENDMENTS & CANCELLATION

(a) Amendments by you

The Company will make every effort to assist you if you wish to alter your arrangements. Requests for an amendment must be in writing and signed by the signatory of the Booking Form. You must pay an amendment charge of 40€ per booking, together with all communication charges or other expenses incurred by the Company. These charges will be payable whether or not the Company succeeds in confirming your requested amendment. Your request may be treated as a cancellation and rebooking and the normal cancellation charges detailed in paragraph (b) below will apply dependent upon the conditions imposed by our suppliers. If you are unavoidably prevented from taking your holiday, by reason of, for example, illness, jury service, redundancy, unavoidable work commitments or the death or serious illness of a close family member, it may be possible to transfer your booking to a person acceptable to the Company (but it should be noted that some suppliers,

including airlines consider any change of name as a cancellation, thereby attracting cancellation fees of up to the full value of the service) provided that:

I.) if you request the transfer in writing, allow reasonable time for the changes to be communicated to, and accepted by suppliers.

II.) your request is in writing and accompanied by documentary proof of the reason for the transfer, any tickets or vouchers received from the Company, full details of the person who will replace you, any balance due for the booking and the appropriate administration fee (see below).

III.) your replacement agrees to be bound by these booking conditions. The administration fee will be 40€ per person. You, as transferor of the holiday and the transferee shall be jointly and severally liable to the Company for payment of the balance due, together with all additional charges of whatever sort imposed by the suppliers providing the component parts of your holiday charges. Please note that airlines in particular, sometimes charge a 100% cancellation fee and the cost of a new ticket.

(b) Cancellation by you

All cancellations must be advised in writing, signed by the signatory of the Booking Form and sent to the Company by email. Cancellations are effective on the day they are received by the Company. The following cancellation charges (together with holiday insurance premiums) will be payable, depending upon the number of days prior to departure the Company receives your notice of cancellation.

Number of days prior to departure date written advice of cancellation received	% loss of total holiday cost
More than 61 days	Loss of deposit
60 – 41 days	40% of total holiday cost
40 – 21 days	60% of total holiday cost
20 – 8 days	80% of total holiday cost
Within 7 days	100% of total holiday cost

(c) Amendments by the Company

Great care is taken to ensure that the descriptions and prices given in this brochure are accurate at the time of publication. Changes can occur, though, and the Company reserves the right to change any of the details in this brochure, including prices, in which case the Company will advise you of any such change before accepting your booking. After a Confirmation Invoice has been issued, the Company makes every effort to operate all holidays as advertised. In very rare circumstances, the Company may have to modify a holiday before you depart. If the modification is significant (that is, if it is a change of flight time by more than 12 hours, a change of airport, a change of destination or a change to a lower standard of accommodation), the Company will notify you as soon as practicably possible and offer you three choices. You may accept the modification, you may change your booking to another available holiday or you may cancel and receive a full and prompt refund. If you choose another holiday, which is more expensive, you must pay the difference, but if it is cheaper, the

Company will make the appropriate refund. If you cancel and receive a full refund following a significant modification made for any reason other than force majeure or low bookings you will receive the following compensation, calculated according to the number of days prior to departure that you are notified of the change.

Number of Days When Notification of Change is Sent prior to Departure Date	Compensation per Person
More than 41 days	20€
21 – 40 days prior	30€
8 – 20 days prior	40€
0 – 7 days prior	50€

Force majeure means unusual and unforeseeable circumstances beyond the Company's control, the consequence of which neither the Company nor its suppliers could avoid, including, but not limited to, war, threat of war, riot, civil strife, terrorist activity, (actual or threatened), industrial dispute, technical problems with transport, machinery or equipment, power failure, natural or nuclear disaster, fire, flood, drought, adverse weather conditions and level of water in rivers. 'Low bookings' means that an insufficient number of people have booked the Group holiday to make the operation financially viable in the advertised form. Cancellation by the Company as a result of low bookings will not be made within 30 days to departure. If there is a minor modification before you depart (that is, any change not included in the definition of a significant modification set out above), the Company will try to notify you, although it is not obliged to do so, nor is it obliged to pay any compensation. If the Company becomes unable to provide a significant proportion of your holiday after it has commenced, suitable alternative arrangements will be made for you at no extra charge to you or, alternatively, you will be returned to your point of departure and given a pro-rata refund for ground arrangements not received.

(d) Cancellation by the Company

If you fail to pay the balance of the holiday price at least 10 weeks (70 days) before departure, the Company will treat your booking as cancelled and levy the cancellation charges set out in paragraph 2(b) above.

If the Company is obliged to cancel your holiday in any other circumstances before departure, the Company will use its best endeavours to offer alternative arrangements of a comparable standard or will give you a full and prompt refund. In addition, unless the cancellation has been caused by force majeure or low bookings, the Company will pay you compensation as set out in paragraph 2(c).

3. SURCHARGES

(a) The Company is under no obligation to give a breakdown of the costs involved in a holiday.

(b) The Company reserves the right to notify you of an increase in the brochure or advertised price before accepting your booking.

(c) After a Confirmation Invoice has been issued, unless you choose to pay for your holiday in full at the time of booking (see paragraph 3(e) below), the price of your holiday is, regrettably, subject to the possibility of surcharges in certain limited circumstances. However, a surcharge will only be levied solely to allow for variations in transportation costs, including costs of fuel, increases in normal published airfares, taxes or fees chargeable for services such as landing taxes at airports, the exchange rate applied to the particular package or if the Hungarian or other relevant government or regulatory body introduce or increase taxes. A revised Confirmation Invoice will be sent directly to you or your travel agent notifying you of any surcharges.

(d) If a surcharge would increase the total holiday price shown on your original Confirmation Invoice by 10% or more, you may cancel your booking within 14 days of the date of issue of the revised Invoice and obtain a full refund of all payments made to the Company, except for holiday insurance and any amendment charges previously incurred.

(e) Optionally, you may choose to pay for your holiday in full at the time of booking, in which case your holiday price will be fixed at the cost quoted by the Company at that time provided in case of that the possible price increase does not exceed 10%.

4. RESPONSIBILITIES OF THE COMPANY

(a) The Company applies all reasonable checks to ensure that those involved in the preparation and provision of your holiday maintain the appropriate standards. The descriptions, information and opinions given on this website by the Company in respect of the airlines and other suppliers whose services used are given in good faith, based on the latest information available at the time of creating.

(b) The Company accepts liability for any loss you may suffer if any part of the holiday arrangements you book with the Company before departure is not as described and not of a reasonable standard. However, these acceptances of liability do not apply if there has been no fault on the part of the Company or its servants, agents or suppliers and the loss, death or personal injury suffered is attributable to your own acts or omissions or to the acts or omissions of a third party not involved in providing the services, which make up your holiday, or to unusual or unforeseeable circumstances or events, which could not have been anticipated or avoided by the Company or its servants, agents or suppliers even with the exercise of all due care. They are also conditional upon you following the procedures for notification of complaints set out in condition 9, and upon you assigning to the Company any right you may have against any other person whose acts or omissions have given rise to the Company's liability.

(c) Prompt assistance in resort. If the contract we have with you is not performed or is improperly performed as a result of failures attributable to a third party unconnected with the provision of the services, or as a result of failures due to unusual and unforeseeable circumstances beyond our control, the consequences of which could not have been avoided even if all due care had been exercised, or an event which we or our suppliers, even with all due care, could not foresee or forestall, and you suffer an injury or other material loss, we will offer you such prompt assistance as is reasonable in the circumstances.

(d) The Company's liability to compensate you and the amount of such compensation is subject to the following limitations. First, in the case of damage other than death, illness or personal injury, compensation is restricted to a reasonable amount having regard to such factors as, inter alia, the holiday cost and the extent to which the enjoyment of your holiday can be said to have been affected. Second, in all cases, liability and compensation are limited in accordance with the provisions of all international conventions, which concern transportation and accommodation, namely the Warsaw Convention 1929 (as amended), the Berne Convention 1961, the Athens Convention 1974, the Geneva Convention 1973 and the Paris Convention 1962.

(e) Building work and the resulting noise from sites adjacent to any properties featured in the website may occur at any time during the season. Where we are aware that such works are likely to occur during your holiday and may in our opinion significantly affect your enjoyment of it, we will advise you. As you will appreciate, third parties often carry out the building works to whom we have no control. Unless our own subcontractors or suppliers are carrying out the building works, we regret we cannot pay any compensation or accept liability, even if we offer you alternative accommodation or a refund as a result.

5. YOUR RESPONSIBILITIES

(a) It is your responsibility to obtain all documents required for your holiday, to ensure that these are in proper order and to take them with you. The Company will not be liable if you fail to do so and you will be responsible for meeting any additional costs incurred by reason of such failure.

(b) You are responsible for checking-in for flights at the correct time and for presenting yourself to take up all pre-booked components of your holiday. The Company cannot accept responsibility for clients missing flights as a result of late check-ins and no credit or refunds will be given if you fail to take up any component of your holiday. No credit or refund will be given for lost, mislaid or destroyed travel documents. Should anyone arrive less than 60 minutes before the ticketed departure time for flights, admission to the flight can be refused. Should anyone be refused admission to any flight by the airline or government authority then we are powerless to assist and cannot be held responsible either for the action taken or any extra expenses that may be incurred as a result.

(c) We reserve the right to terminate the arrangements of any client who is in our opinion or in the opinion of any airline pilot, accommodation owner, tour guide, or handling agent, is causing or is likely to cause distress, annoyance or danger to any of our other clients, employees or third party or damage to property. In this case our responsibility for the holiday or the person concerned will immediately cease and we will not be liable to pay any compensation, make any refund or meet any expenses they may incur as a result. Full cancellation charges will apply, where applicable.

(d) We are often asked to assist in requesting the provision of facilities from third parties in resort. When we are, we will endeavour to assist on an ex-gratia basis at our discretion. However, it is understood and agreed that any such services provided by third parties do not form part of the contractual relationship between you and us and are therefore not subject to these booking

conditions. (e) The client is responsible for any breakages or damages caused during their stay in resort and payment or replacement will be requested before departing the accommodation.

(f) Any special requests or medical problems must be advised to us at the time of booking and clearly indicated on your booking form. Whilst we will endeavour to meet any reasonable requests, we cannot guarantee they will be fulfilled and failing to do so will not constitute a breach of contract on our part. If you or any member of your party has any medical problems or a disability that may affect your holiday, please tell us before confirming your booking so we can advise on the suitability of your chosen arrangements. In any event you must give us full details in writing at the time of booking. Participating in such activities you may be asked to sign an additional form by the local supplier.

6. AIRLINES & OTHER SUPPLIERS

(a) As between you and the suppliers of the transport, accommodation and other components making up your holiday, the conditions of the supplier will apply. These conditions may be subject to international Conventions that limit and/or restrict the suppliers' liability.

(b) Transport timings are provided by the carrier concerned and are subject to such matters as weather conditions, maintenance requirements, and the ability of passengers to check-in on time and in the case of flights, to air traffic control restrictions. Accordingly, the times of flights and other forms of transport are estimates only and cannot be guaranteed.

(c) Some activities carry inherent risks and if you are participating in such activities you may be asked to sign an additional form by the local supplier.

7. EXCURSIONS AND GROUP BOOKINGS

(a) Please note that when you book an excursion locally, your contract is with that local company providing that excursion and not the Company. The Company has no legal liability for anything that goes wrong on such an excursion and any claim, which you might have, arising out of the excursion, will be against the relevant local company and subject to the local company's terms and conditions.

(b) We endeavour to ensure that our accommodation and other services provided for your holiday comply with the the highest safety requirements.

(c) In the interests of safety, our representatives and guides have complete discretion over any activities, which are arranged by or through us taking into consideration the weather conditions, the client's ability and all other relevant factors. All activities advertised are subject to availability. Provision of activities is also subject to the laws and regulations of the country in, which they are provided.

(d) We reserve the right to change the programme, accommodation or itinerary of any tours or special interest holidays if for any reason we decide that a certain destination is no longer suitable. This decision may arise from adverse weather conditions or any other factor, which is beyond our control or for our own operational needs. The tour guide has final discretion on this matter. We also

reserve the right to change the tour guide for any holiday. Such a change will not be a significant change. Subject to these Booking Conditions, we also reserve the right to vary itineraries and airlines if necessary or appropriate without compensation. Unless such variations constitute a significant change to your holiday arrangements in accordance with these Booking Conditions, you will not necessarily be advised of them.

(e) Minimum Numbers: The tours contained on this website operate subject to there being a minimum number required. We impose a deadline of 30 days prior to the date of departure before deciding if sufficient passengers have booked to travel. In the event that the minimum number has not been reached, we reserve the right to cancel your holiday for this reason providing we notify you not less than 30 days before departure. The provisions set out under 2d 'Cancellation by the Company' will then apply. The Client will receive a full refund. No compensation will be payable.

8. DATA PROTECTION

It may be necessary for us to ask you for certain personal information. Examples of this would be dietary requirements, disability/medical or religious information etc. This information will be kept confidential by the Company and is available for you to inspect during the Company's normal working hours. It will be passed to the suppliers (who may reside outside the EU), if it is necessary for them to know this information in order to fulfil our contract to you.

9. IF YOU HAVE A PROBLEM

a) If you are unhappy with any aspect of the Company's arrangements while you are on holiday, you must address your complaint immediately to the Company's local representative (or, if none, to the Company) and to the management of the hotel or other supplier whose services are involved. If the problem cannot be resolved locally and you wish to complain, full details must be sent to the Company in writing to arrive within 30 days of your return. Failure to take either of these steps will deny the Company the opportunity to resolve the problem immediately and or investigate it properly. In consequence, this may affect your rights under this contract. In the rare event of a dispute, which cannot be settled amicably, you can go to the court of the service provider's domicile. The traveler can only sue the Company at its registered office. In the case of mediated external services, the place of jurisdiction of the respective provider applies.

(b) This contract and any matters arising from it are governed by the laws of Hungary and are subject to the jurisdiction of the Courts of Hungary.

10. BROCHURE DESCRIPTIONS

(a) This brochure is planned and produced many months in advance of its commencement of validity. Every effort is made to ensure that the details, descriptions and prices contained in the brochure are correct, based on inspections, and information passed to the Company by its suppliers. However changes do occur, sometimes at short notice and therefore the Company will advise you at the time

of booking, or if after booking as soon as possible of any such changes to our published information. It is not always possible for the Company to control all elements of the holiday whereby advertised facilities can sometimes become unavailable at short notice due to inclement weather conditions, lack of demand, emergency repair works, etc.

(b) Photographs are intended to give an overall impression rather than details of a specific resort or accommodation. The Company is not liable for items of furniture or chattels, which appear in the photographs but may have been changed or removed from the hotel, nor is it liable for any aspect of the hotel environment, which may have changed since the photographs were taken. The accommodation and facilities are provided only for the use of passengers shown on the holiday invoice as confirmed by us. Sub-letting, sharing or assignment is prohibited.

11. TRADE BODIES

Rhino Tours Ltd., which runs RoadMasters Moto Tours as its brand, is a registered tour agency licensed by the Government Office of the Capital City of Budapest, travel agent registration number: U-001526

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