

Budapest Pissup Terms & Conditions

IMPORTANT: These Terms and Conditions DO NOT affect your mandatory legal rights that cannot be excluded under laws applicable to you, including your statutory rights or local legislation implementing the EC Travel Directive (90/314/EEC). For example, UK citizens have additional protection under the Package Travel, Package Holidays and Package Tours Regulations 1992 that cannot be excluded by this contract.

1. The Contract

e-Blok Limited ("e-Blok") is the owner of the following purchase-enabling website ("the website"): www.budapestpissup.com. When you make a booking via the website, you are entering into a contract with e-Blok on the following terms and conditions ("the Terms").

2. Definitions

The following definitions apply in this contract:

"Group Leader" - the person completing the online reservation form

"You" - includes the Group Leader and all persons within the Group

"Group" - all persons to whom the travel arrangements apply, including anyone added or substituted after e-Blok has received the booking

3. General Conditions

3.1 Because the provision of purchased services takes place in Hungary, this contract has to be governed by the Law of Hungary and both parties submit to the exclusive jurisdiction of the courts of Hungary should any dispute arise as to the interpretation or performance with the Terms. As noted above, this does not exclude your mandatory legal rights including your statutory rights or local implementation of the EC Travel Directive (90/314/EEC).

3.2 The Terms will apply to all bookings e-Blok confirms after 20 June 2005.

3.3 You must be at least 18 years old as of your scheduled date of arrival in your holiday destination. e-Blok reserves the right to request proof of age.

3.4 All members of the Group must sign their holiday voucher as their acknowledgement that they have read and understood the Terms and agree to be bound by them. That copy must be passed to e-Blok's representative on arrival at the holiday destination.

3.5 Each of the Terms are severable and distinct from one another and if at any time any Term should become invalid, illegal or unenforceable, the validity, legality or enforceability of the other Terms shall not in any way be affected or impaired.

3.6 Nothing in these Terms shall confer on any third party any benefit or the right to enforce any provision of these Terms.

4. Booking Procedure

4.1 One reservation form must be completed for each Group. You must only use the form provided on the websites. No other form or communication, whether oral or written, will be accepted.

4.2 e-Blok's website will quote a price for your selected itinerary. Unless e-Blok indicates to the contrary, the price does not include such matters as the cost of refreshments, food, admission to events or activities, airport or hotel transfers, parking or portage charges.

- 4.3 You will then be presented with the option of making a reservation. Your contract with e-Blok will only come into existence when e-Blok has issued a holiday voucher to the Group Leader. Until that time, acceptance of your booking is at e-Blok's absolute discretion. e-Blok may refuse to accept it for any reason.
- 4.4 A holiday voucher will be issued once e-Blok receives your deposit - a payment of no less than 25% of the total price quoted. The methods of payment and currency which e-Blok will accept are detailed on the website.
- 4.5 In addition to the holiday voucher, the Group Leader will also receive confirmation of your hotel reservation and any other travel documents by email prior to your date of departure. e-Blok will not supply you with paper copies of any such documentation.
- 4.6 Payment of the outstanding balance of the total cost quoted must be made to e-Blok no later than when the Group is met at your holiday destination by the e-Blok representative. In exceptional circumstances, e-Blok reserves the right to request earlier payment.
- 4.7 e-Blok accepts no liability for any errors in your reservation form nor for inaccuracies in e-Blok's documentation which you fail to bring to e-Blok's attention within three days of that documentation being issued to the Group Leader.

5. Variations

- 5.1 e-Blok reserves the right, without giving you notice, to vary:
- (a) the Terms, prior to full payment of the total cost quoted;
 - (b) the activities and services offered, together with the price advertised for providing the same, prior to issue of the holiday voucher;
 - (c) any part of your booking, at any time, where such changes are minor, for instance, if the hotel referred to in your travel documentation subsequently becomes unavailable, then a suitable alternative will be substituted.
- 5.2 If you wish to alter your travel arrangements after the holiday voucher has been issued, the Group Leader must notify e-Blok by email. Variation of the travel arrangements is at the absolute discretion of e-Blok. Any such variation will give rise to a recalculation of the total cost originally quoted by reference to the prices stated on the websites on the date e-Blok confirms the variation. If this should result in an increase in the deposit payable, e-Blok will not confirm the variation until payment of the increased payment has been received.

6. Cancellation by e-Blok

Where an activity cannot be provided due to circumstances beyond e-Blok's control, such as adverse weather, closure of licensed premises or where an activity supplier has ceased to trade and a suitable alternative cannot be offered, a full refund will be provided.

7. Cancellation by You

- 7.1 Your cancellation of all or any part of your travel arrangements will not be effective unless confirmed to e-Blok by email from the Group Leader.
- 7.2 The following charges will apply where you either cancel or are deemed to have cancelled the travel arrangements:

- (a) no charge will arise where cancellation occurs prior to issue of the holiday voucher;
- (b) once the holiday voucher has been issued, cancellation will render you liable to a charge of 25% of the total cost of the travel arrangement cancelled. This will increase to 100% if cancellation occurs either within 72 hours of your scheduled arrival or following your arrival at your holiday destination.

8. e-Blok's Obligations and Liabilities

8.1 e-Blok is not the direct supplier of the accommodation and activities which make up your travel arrangements. It acts only as a booking agent. In that capacity, e-Blok will take all reasonable steps to ensure that:

- (a) your travel arrangements are supplied as described on the websites and that they meet a reasonable standard;
- (b) activity and accommodation suppliers follow local health and safety guidelines and legal requirements.

8.2 Liability is accepted for:

- (a) negligent acts or omissions by employees or agents of e-Blok (acting within the scope of their employment or contract with e-Blok) in the provision of your travel arrangements;
- (b) a failure to perform or improper performance by e-Blok of all or any part of the Terms.

9. Your Obligations and Liabilities

9.1 You must comply with these Terms. Non-compliance will amount to deemed cancellation by you of all the travel arrangements provided by e-Blok.

9.2 Once you arrive at your holiday destination you will:

- (a) conduct yourself in a responsible manner and without risk to the health and safety of yourself or others;
- (b) comply with every reasonable instruction or request of the e-Blok representative or agent or activity or accommodation supplier.

If you fail to do so, you will be deemed to have cancelled your travel arrangements with immediate effect.

9.3 If the Group are more than 30 minutes late in meeting the e-Blok representative at the agreed place and time for a scheduled activity, then each member of the Group will be deemed to have cancelled the activity.

9.4 You will be personally liable for any damage occasioned by you to the property or person of a third party.

9.5 It is your responsibility to obtain all necessary travel documents and medical advice with respect to your holiday destination. Please ensure that you possess a valid passport and

visa (if appropriate). You should also check with your doctor as to whether vaccinations or additional health precautions may be required.

9.6 When booking your travel arrangements with e-Blok, it is the Group Leader's responsibility to ascertain whether any member of the Group suffers from an existing medical condition or disability and to notify e-Blok accordingly. If such information is not disclosed to e-Blok until after the holiday voucher has been issued and, in the opinion of e-Blok, the condition or disability would render the travel arrangements unsuitable or unsafe for the member affected, then the member will be deemed to have cancelled the travel arrangements.

9.7 We recommend you take out insurance cover for the duration of the travel arrangements, for participation in potentially dangerous sports and activities. You should not participate in an activity if insurance has not been arranged. You agree to indemnify e-Blok against any liability for costs arising from your failure to obtain adequate insurance cover.

9.8 European Union residents are advised to complete an EIII prior to travel.

9.9 As part of your holiday package, you receive 'Travel Protection Insurance' of up to £11,000 per person (or currency equivalent) to guarantee that you will receive a full refund in the unlikely event that we do not provide the service(s) described on your holiday voucher. The insurance compensates you in the amount equal to the price of the service(s) not supplied (accommodation and/or activity services). Our insurance compensation cover excludes these specific circumstances:

- non-provision as a result of other parties' actions (for example, your airline carrier cancels your flights and fails to bring you to your destination);
- non-provision, where an alternative service is offered and accepted by you;
- or other circumstances amounting to force majeure.

10. Limits to e-Blok's liability

10.1 Accommodation classifications and 'star' ratings are determined by e-Blok based on the official classification from the tourist authority of your holiday destination. e-Blok relies upon these authorities to ensure that your accommodation complies with all local laws and cannot accept any liability where accommodation fails to do so. e-Blok reserves the right to quote different 'star' ratings than the local tourist authority where it believes this is justified to give a fair indication of the relative quality of the accommodation.

10.2 All photographic and pictorial references on the websites are merely representative of the activities which e-Blok can arrange and should only be relied upon to that extent. e-Blok has based their descriptions of the activities on information provided by suppliers. Whilst e-Blok believes their supplier's representations to be true, it cannot accept liability for any false representation or breach of implied warranty of any kind as to the activities offered.

10.3 No liability is accepted by e-Blok in the following circumstances:

- (a) if you or any member of the Group are at fault (including, but not limited to, a failure to comply with the Terms);
- (b) a third party unconnected to the provision of services arranged through e-Blok is at fault;
- (c) any unusual or unexpected circumstance beyond the control of e-Blok or its suppliers;
- (d) any event which e-Blok or the activity or accommodation supplier could not have

reasonably foreseen;

- (e) any instance of inappropriate behaviour on your part or any member of your Group, including, but not limited to, insobriety, violent conduct, breach of any local laws and discourtesy;
- 10.4 If any supplier can exclude or limit liability under any international convention or foreign law, e-Blok will rely upon that exclusion or limitation.
 - 10.5 If you suffer loss, damage or injury due to any act or omission on the part of e-Blok, its suppliers or agents, e-Blok's acceptance of liability is subject to you initially co-operating with e-Blok in any legal action it may take to enforce its own contractual indemnities against them.
 - 10.6 Where e-Blok are unable to provide the travel arrangements after a holiday voucher has been issued, e-Blok's liability will not exceed the total cost of your travel arrangements.
 - 10.7 e-Blok will not be liable where it has to cancel or change your travel arrangements in any way for reasons of war, threat of war, riot, civil strife, industrial dispute, terrorist activity, natural or nuclear disaster, or other circumstances amounting to force majeure.
11. Complaints Procedure
- 11.1 Complaints must be brought to the attention of the accommodation or activity supplier and e-Blok representative immediately. Any unreasonable delay will entitle e-Blok, at its absolute discretion, to refuse to deal with the complaint.
 - 11.2 If the complaint cannot be resolved locally, you must put it in writing, handing one copy to the supplier and retaining one copy for yourself. Within 28 days of returning from your holiday destination, you must confirm your complaint by email to e-Blok's Customer Services Department (bookermanager@e-blok.com), and include your booking reference, together with any other relevant details such as receipts.
 - 11.3 If e-Blok decides that compensation is payable to you, the form of compensation will be at e-Blok's absolute discretion and may include a free holiday, credit/discount vouchers redeemable within a fixed period or other similar arrangements. Compensation will not take the form of any kind of monetary payment or credit card refund.
 - 11.4 Disputes arising out of, or in connection with this contract which cannot be settled amicably, may (if you wish) be referred to arbitration under the law of Hungary.