

## ANNEX 1.

### General Terms and Conditions

**STOPOVER HOLIDAY LLC** (Seat: **Sharjah UAE – Media City** Registration nr: 1701232), (hereinafter: „**STOPOVER HOLIDAY**”, or „**Organiser**”) shall apply this present General Terms and Conditions (hereinafter: GTC) for all its services organised.

1. By signing this present GTC, Passenger acknowledges that STOPOVER HOLIDAY retains the right to deter from what is advertised as conditions and programmes of journeys in its travel catalogue and information leaflet, in special and cases, provided that such deterring is communicated in writing towards the Passenger before signing the contract and the contract shall state the fact that information concerning such changes has been passed on.
2. Contract comes into force by confirming the order, by written agreement to this present GTC by Passenger and by paying advance on the participation fee, as well as by having it credited by STOPOVER HOLIDAY. Order sheet with a written confirmation forms an undetachable part of the contract and the country information and travel information published in the catalogue of STOPOVER HOLIDAY and on its website ([www.dubaimagyarul.com](http://www.dubaimagyarul.com) / [www.mojdubai.com](http://www.mojdubai.com) / [www.dubaighid.com](http://www.dubaighid.com) / [www.omanmagyarul.com](http://www.omanmagyarul.com)). The contract and its occasional modification must be signed in writing, together with all its specifications, and must be forwarded to the Passenger on paper, or if the contract is in an electronic document, on any other form of permanent data carrier.
3. Provision of necessary travel documents, such as passport, in case visa and any other documentation, the prescribed healthcare requirements and the occasional obligatory daily minimum of national currency is the responsibility of the Passenger, of which information is available on STOPOVER HOLIDAY website ([www.dubaimagyarul.com](http://www.dubaimagyarul.com) / [www.mojdubai.com](http://www.mojdubai.com) / [www.dubaighid.com](http://www.dubaighid.com) / [www.omanmagyarul.com](http://www.omanmagyarul.com)) and in its catalogue. Passenger agrees to fulfill all healthcare requirements before beginning the journey. Passenger may not have any claims from STOPOVER HOLIDAY for damage due to lack of travel documents or unfulfilled healthcare, customs or currency requirements, furthermore, Passenger must fully cover any damage (extra costs) to STOPOVER HOLIDAY arising after such events. If the Passenger's visa (residence permit) expires, Passenger is to pay a fine of 10.000 AED, and after the first 24 hours 300 AED, then each new 24 hours another 200 AED.
4. Upon signing the contract, Passenger must pay according the agreement the participation fee. STOPOVER HOLIDAY may deviate from this if the contract signed with the foreign partner requires stricter obligations. STOPOVER HOLIDAY may demand payment of the total fee of participation as early as 30 (Thirty) days prior to beginning the journey, except if earlier payment is required by the contract signed with the foreign partner. Passenger must fully pay the fee of visa upon signing the contract, however STOPOVER HOLIDAY does not hold any responsibility for the granting of visa, and in case of denial, is not liable for refund.
5. Should the contract be signed within 30 (Thirty) days of beginning the journey, STOPOVER HOLIDAY is entitled for the total amount of the participation fee upon signing the contract. If Passenger fails to pay the total amount of the participation fee by the due date, STOPOVER HOLIDAY may withdraw from the contract. In this case, Passenger must cover all damage done to STOPOVER HOLIDAY as it is determined in (13.) of this present Contract, with conditions of cancellation in view.
6. Participation fee covers the programmes of the journey as listed in the travel catalogue or written information leaflet, as well as services, organisation and processes. By signing this present GTC, Passenger acknowledges, that participation fee however, does not cover insurance for accidents, illness, luggage or cancellation, and it does not cover local tourism charge, tourism tax, airport and port taxes, ticketing fees, anchorage fees nor any other extra costs.
7. STOPOVER HOLIDAY retains the right to raise the prices determined in its catalogue or written information leaflet or determined in contracts, with the proviso, that it is only possible if the following events shall arise:
  - 7.1. transportation costs (including costs of fuel);
  - 7.2. tax, duty or other obligatory payables, related to partial services determined by the contract (especially local tourism fee, anchorage fee, airport tax), or
  - 7.3. currency – as determined by the exchange rate agreed in the contract between the organiser and its partner – due to the changes in the Forint exchange rate.
8. The reason for raising the price must be stated upon informing the Passenger about the raising of the price. Total cost to be paid by the
9. Passenger based on the contract may not be raised within 20 (Twenty) days of beginning the journey, even if the above mentioned events arise.

Parties agree that if the organiser, prior to beginning the journey and due to facts beyond his control, wishes to modify relevant conditions of the contract, especially if the price should be raised by more than 8% (Eight per-cent), organiser must immediately inform Passenger. In this case Passenger has the following rights:

  - 9.1. Passenger may cancel the contract in writing
  - 9.2. if Passenger accepts modifications, together with the modified fees (participation fee), relating to these modifications, parties modify the contract.
10. If Passenger withdraws from the contract due to reason mentioned in (9), he has the following rights:
  - 10.1. Passenger may claim a service identical to the original or higher in value, if the organiser has the capability to provide such, and if the Organiser is not able to provide a substitute service, or Passenger does not accept the offered substitute service, organiser must immediately reimburse the total amount of previously paid participation fee, and interest on it, calculated from the date of signing the contract, based on the valid central bank interest rate of the last day of the last half year preceding the signature of the contract, and must cover all damages done to the Passenger as a result of withdrawal, including immaterial damages.

Passenger must inform Organiser of his decision immediately in writing. If the substitute service is lower in value than the original, organiser must reimburse the difference to the Passenger.
11. STOPOVER HOLIDAY may withdraw from the contract 20 days prior to beginning the journey by the latest, in a written statement. If STOPOVER HOLIDAY withdraws from the contract due to a reason not in the interest of the Passenger, Passenger has the following rights:
  - 11.1 Passenger may claim a service identical to the original or higher in value, if the organiser has the capability to provide such,;
  - 11.2 if STOPOVER HOLIDAY is not able to provide a substitute service, or Passenger does not accept the offered substitute service, organiser must immediately reimburse the total amount of previously paid participation fee.



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12. If organiser withdraws from the contract due to a reason not in the interest of the Passenger, apart from (12.1) and (12.2.) is liable for further damage done to the Passenger due to withdrawal (including immaterial damage), except for:

12.1. withdrawal of the organiser is due to reasons beyond his control, not reasonably avoidable, external reason – not including any third person’s actions or the case of overbooking-that at the time of signature of the contract was not foreseeable (hereinafter as *vis maior*”), or

12.2. number of enrolled participants is below the advertised minimum number and organiser has informed Passenger in writing within the agreed time period.

13. STOPOVER HOLIDAY does not offer cancellation insurance. Passenger may take out such insurance individually or through an agent.

Request for modification of order will be met by STOPOVER HOLIDAY, if possible, without any extra fee, with the proviso that if the participation fee shall rise, Passenger is liable to pay the difference.

Due to its business policy, STOPOVER HOLIDAY retains the right to reduce participation fee for participants enrolling directly before beginning the journey.

STOPOVER HOLIDAY is liable for services undertaken in the contract. If the organiser does not deliver the undertaken service in accordance with the contract, organiser must reduce the service fee (participation fee) proportionally. Organiser does not have to reduce the service fee (participation fee), if the Passenger decides or has an interest not to utilise the service or any sub-services.

In case of faulty delivery of services determined by the contract, Passenger must immediately communicate their complaints to the guide, or if not available, to the local service provider. Damage, due to delayed communication is the liability of the Passenger. Guide must ensure, that the complaint is communicated to the local service provider. Guide must record complaint from the Passenger and its communication in official minutes, and provide Passenger with one copy of it. Guide must immediately inform the organiser, and ensure that necessary actions are taken. In case of lack of guide, if the local service provider does not attend to the complaint, Passenger must inform the travel agency that has been designated by STOPOVER HOLIDAY on the participation ticket issued by it. If Passenger’s complaints are not addressed locally, claims deriving from faulty delivery must immediately be forwarded to STOPOVER HOLIDAY in writing, enclosing the official minutes. If Passenger contracted the journey through a travel agent, warranty and damage claims connected to delivery should primarily be addressed to the travel agent.

Organiser is liable for damages due to non-delivery or faulty delivery, except if non-delivery or faulty delivery can not in any way be connected to either organiser’s or his acting partners’ actions, thus especially if

13.1. faulty delivery of contract is in connection with the Passenger’s actions;

13.2. faulty delivery of contract is in connection with a third party’s actions who is not in any way related to the services undertaken in the contract, and whose fault the organiser could not realistically foresee, or avoidance was beyond the organiser’s control, or

13.3. in case of vis maior.

13.4., as well as in (18.3.) Organiser, within the limits of rational expectations, must aid the Passenger, should this latter experience any difficulties.

14. Guarding and protecting luggage during the journey is the responsibility of the Passenger, except if STOPOVER HOLIDAY’s contracted partner (carrier) has taken responsibility of it for transportation or storage.

15. Passenger is liable for all damage done to any third party done by the Passenger during the journey.

16. If services ordered by the Passenger contain air travel, these services fall under international regulations regulating air passenger travel. According to the 1929 Warsaw Agreement and the 1999 Montreal Agreement, STOPOVER HOLIDAY is not liable for damages due to delays or flight cancellations.

17. If signing the contract is not done by the Passenger personally (enrolment, order, advance payment, signing contract), his representative must hold a fully substantiating document to act instead of and in his name. If the representing person (representative) proves the legality of the legal connection between himself and the Passenger, by presenting at least a fully substantiating document to STOPOVER HOLIDAY, rights and liabilities deriving from the contract will lie with the represented (Passenger). Representative must immediately forward any document, information connected to the contract to the Passenger.

Representative, during contracting and acting in other people’s names (Passengers), states that he is in possession of valid and fully substantiating documents signed by the represented Passengers, to represent them and make statements in their names, and his empowerment includes deciding over participation fee advance payment and total participation fee. If the document, enclosed by the representative proves to be invalid or expired, damage done to STOPOVER HOLIDAY or to its side by the illegal empowerment, all damages and costs must be covered by the acting person. Representative in the contracting process, representing other people (Passengers) in the name of Passengers, represented by him further states that the regulations of GTC, and his rights and liabilities as set forth in it has been fully informed, has read the GTC, has understood what is written in it, and acknowledges liabilities stated by its regulations as obligatory for himself.

18. Passenger, by signing GTC, has to agree that STOPOVER HOLIDAY handle personal data necessary for travelling in order to deliver the contract according to GDPR regulations. Further information in STOPOVER HOLIDAY’s Data Protection Policy.

19. STOPOVER HOLIDAY holds responsibility for actions taken by its partners as its own actions, except when the contracted partner’s responsibilities are restricted by legally binding international agreements.

20. If one or more regulations of this GTC, due to changes in legislation, partially or fully become impracticable or void, or are against any legal regulation, it does not affect the rest of its regulations. Parties must amend impracticable or void regulations in accordance with the legal regulations in force.

21. Parties must attempt to settle legal disputes out of court, in an amicable manner. Should this fail, Parties acknowledge the competence of the Dubai authorities and courts.

**Clause:**

Undersigned ..... by signing this document, hereby irrevocably acknowledge that my attention has been particularly drawn to this GTC 4.; 6., 8., 13 points, after which I especially accept them. I acknowledge the regulations of this document.

Date: .....

.....  
client’s signature

.....  
owner’s signature



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