

# GENERAL TERMS AND CONDITIONS FOR THE USE OF VIP SERVICES

## 1. General provisions

1.1 These General Terms and Conditions contain the general terms and conditions of a specific contract to be concluded between

- a) Cavok Aviation Utazási és Rendezvényszervező Iroda Korlátolt Felelősségű Társaság (registered seat: 1022 Budapest, Bimbó u 6. 2. em. 7.; company registry number: 01-09-874821; court of registration: the Company Court of the Court of Budapest; tax number: 13817837-2-41) – (hereinafter: “**bud:vip**”)

and

- b) passengers of airlines arriving to and / or departing from Budapest Ferenc Liszt International Airport (Budapest Airport) (hereinafter “**Client**”)

(jointly referred to as the Parties), pursuant to which the main obligation of **bud:vip** is to provide VIP services in accordance with the applicable service catalog and price list (see [vip.bud.hu](http://vip.bud.hu)) as special support for helping Clients to perform required tasks in connection with departing from, or arriving or transferring at BUD, optionally supplemented by other special services that may be optionally requested.

If the Client wishes to receive services from **bud:vip** that are not included in the current service catalog of VIP services, it must be separately clarified and agreed in writing with **bud:vip** sufficiently in advance of the date for which services are requested. Such additional services result in additional costs that must also be paid by the Client.

1.2 These General Terms and Conditions shall be applicable if **bud:vip** enabled the Client to familiarize itself with its contents. The Client acknowledges that it is aware of the contents of the General Terms and Conditions and accepts them by completing, duly signing and sending to **bud:vip** the booking form for the use of the VIP Services. Without explicit objection to the application of the General Terms and Conditions, the submission of the completed booking form to **bud:vip** shall constitute acceptance thereof.

If the Parties have agreed upon the application of the General Terms and Conditions as specified above, thereafter its application may only be excluded by mutual agreement.

The provisions of the General Terms and Conditions shall be applicable within the framework of and with consideration for prevailing mandatory legal provisions.

The use of the VIP services is regulated by these General Terms and Conditions, to the Airport Rules, Airport User Regulations, and General Airport Regulations of Budapest Airport which can be viewed at [www.bud.hu](http://www.bud.hu). No terms and conditions of the Client differing from these are recognized, even if they are known to **bud:vip** and do not explicitly contradict these General Terms and Conditions.

1.3 In accordance with EU Directive 1107/2006, disabled passengers and persons with reduced mobility are entitled to a separate free service that must be requested in advance from the airline or tour operator. If wished, passengers with limited mobility can also be assisted within the scope of the VIP services to the extent defined for this service against payment of the fee agreed for the service, provided that they do not require medical care, they are not bedridden, they are able to use stairs without assistance, and the fact of their limited mobility was communicated when booking the service. Otherwise it may not be possible to provide any support for them at all within the context of the VIP services or only with considerable waiting times.

1.4 Use of the VIP services does not release the Client from the obligation to comply with officially mandated requirements such as aviation security, passport control, and customs control, unless an official exemption from these has been granted by law or by all affected authorities.

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1.5 No claim to support exists, even when a booking has been confirmed, if it would be impossible to provide services due to force majeure, strike, bad weather, official actions or other circumstances for which **bud:vip** or Budapest Airport Zrt. (as operator of BUD) cannot be held responsible. In addition, **bud:vip** reserves the right to reject booking requests from Clients (even on demand of Budapest Airport Zrt.) who have previously shown inappropriate conduct, e.g. causing damage to facilities, drunkenness, or assaulting personnel.

### 2. Description of the VIP services and their consideration

The services provided by **bud:vip** comprise:

- a) ensuring and coordinating the VIP travel process for departure, arrival or transfer, including requested special services;
- b) business management for VIP services provided;
- c) providing lounge areas, luxury-class vehicles, and VIP assistants for services;
- d) serving passengers within the scope of the travel process and during their stay in the VIP lounge; and
- e) providing information materials in various languages for Booking Agents and Clients in order to ensure a smooth booking process.

Detailed information on the range of services provided and the fees payable for the VIP services are available in the current service catalog and price list at [vip.bud.hu](http://vip.bud.hu).

### 3. Obligations of the Client

To ensure that services are provided as smoothly as possible, the Client is obliged:

- 3.1 To correctly and accurately furnish all data that are required for providing booked services (number of persons, their names, airline, flight number etc.) as indicated in the booking form (see <https://www.bud.hu/vip> or [vip.bud.hu](http://vip.bud.hu)) and to take full responsibility for the correctness of the data provided.
- 3.2 To respect and comply with all relevant official and legal requirements of the country from which the flight departs, the country to which the flight is headed, and/or the country in which transfers between flights take place.
- 3.3 To be in possession of valid travel documents for the country to which the passengers are traveling and/or in which they will transfer to a connecting flight.
- 3.4 To be in possession of valid airline tickets for the flight indicated when booking.
- 3.5 To undergo security screening unless they present written proof that they are exempt from such screening.
- 3.6 To observe the general security and safety rules and regulations of the airport and the airline.
- 3.7 When departing, to arrive at the VIP lounge in good time, in other words at least two hours prior to the scheduled time of departure (STD).
- 3.8 To use the furnishings etc. of the lounge facilities with due care.

If a Client fails to meet any of the above requirements, this may restrict or entirely prevent the performance of the Contract. In such a case, the Client forfeits any and all rights to a refund of or credit for the price paid for booked services.

### 4. Obligations of Booking Agents

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If a booking is not made by a Client directly, but for example by a third party on behalf of one or more Clients instead, then the party making the booking shall be regarded as a Booking Agent and shall have the following obligations in connection with the booking and performance of the Contract:

4.1 To correctly and accurately furnish all data that are required for providing booked services (number of persons, their names, airline, flight number etc.) as indicated in the booking form (see [https://www.bud.hu/vip\\_or\\_vip.bud.hu](https://www.bud.hu/vip_or_vip.bud.hu)) and to take full responsibility for the correctness of the data provided,

4.2 To thoroughly and correctly inform the Client, persons traveling with him or her, and any persons who will be seeing them off or meeting them (meeters & greeters) of the requirements for smooth performance of the Contract, either by providing the booking confirmation to them or personally meeting with them.

4.3 To have proper authorization from the Client to act on behalf of him or her and to have proper consent from the Client for handling his / her personal data.

### 5. Booking; changes to bookings; conclusion of the contract

5.1 VIP services may be booked in any of the following ways:

- Using the booking form at [vip.bud.hu](http://vip.bud.hu)

- By phone at: +36709499656

- By email to: [vip@bud.hu](mailto:vip@bud.hu)

5.2 Special services may only be booked as additions to a booked package of VIP services.

5.3 By making a booking, a Booking Agent declares that he or she has been requested and authorized by the traveling Client(s) to book VIP services with legally binding effect on their behalf or is making the booking in his or her own name. The contractual partner is the person whose name is entered in the booking form as such.

5.4 Bookings of VIP services must be made in good time, i.e. at least 24 hours before the flight, by providing all required information in accordance with the current flight schedule of Budapest Airport (scheduled time of arrival (STA) and scheduled time of departure (STD)) to **bud:vip** using the booking form. After making a booking by phone, the correctness of the details of the booking must be confirmed in writing by the Client or Booking Agent by additionally forwarding them by email as per section 5.1 hereabove.

5.5 The booking form completed and sent to **bud:vip** in itself does not create an obligation for **bud:vip** to provide the VIP services. A booking becomes legally binding when **bud:vip** sends confirmation of it by email. The Client or Booking Agent pledges to check the booking confirmation for correctness and to immediately notify **bud:vip** of any errors by sending an email to [vip@bud.hu](mailto:vip@bud.hu).

5.6 A booking cannot be confirmed unless and until credit card details are provided or advance payment is made. Until this is done, booking requests are placed on a waiting list. Credit cards are charged 24 hours before the time of the requested service.

5.7 **Bud:vip** endeavors to always confirm booking requests as soon as possible. However, if there is heavy demand it may be necessary to place a Client on a waiting list.

Bookings on the waiting list can be confirmed, following prior consultation by phone between **bud:vip** and the Client or the Booking Agent, until two hours before the scheduled time of departure (STD) or two hours before the estimated time of arrival (ETA). Booking Agents are then obliged to inform Clients that the booking has been accepted.

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5.8 When a booking is made at short notice, i.e. less than 24 hours prior to the scheduled time of departure or arrival according to the flight schedule, a surcharge amounting to 50% is due on the total value of the booking.

Changes to booking requests that have already been confirmed by **bud:vip**, e.g. necessitated by a change in the departure or arrival time or the number of persons, must be sent by the Client or Booking Agent to **bud:vip** immediately and in writing by email during the business hours of **bud:vip** (6:00 a.m. to 20:00 p.m. CET / Budapest local time):

By email to: [vip@bud.hu](mailto:vip@bud.hu)

The changes do not become binding until an adjusted written booking confirmation is forwarded by **bud:vip** and received by the Client or the Booking Agent by email.

5.9 For changes to bookings made less than 24 hours prior to the scheduled time of departure or arrival according to the flight schedule, a 50% surcharge will be charged, if the requested change is confirmed by **bud:vip**. The provisions of section 6 below apply if a requested change cannot be confirmed for the same day due to heavy demand, as well as to all other changes to bookings.

If a Client or Booking Agent wants a flight to be rebooked in connection with changing booked VIP services, they must authorize **bud:vip** in writing to do so. This authorization can be provided by printing out, completing and signing the form available at [vip.bud.hu](http://vip.bud.hu), and then emailing it (see 5.1) or directly giving it to **bud:vip** at BUD.

5.10 If a Client expresses special additional wishes that are not part of a booked service package, these are separately charged and invoiced by **bud:vip**.

### 6. Cancellation of and failure to receive confirmed services (No Show)

6.1 Booked and bindingly confirmed services of **bud:vip** may be cancelled free of charge up until 24 hours prior to the scheduled time of arrival or departure (STA / STD) according to the flight schedule of BUD by sending an email to [vip@bud.hu](mailto:vip@bud.hu).

6.2 Clients who cancel their reservation within 24 hours prior to the scheduled time of arrival or departure (STA / STD) according to the flight schedule of BUD or fail to appear and receive booked services that have been confirmed by **bud:vip** (No Show) will be charged 100% of the value of the booking.

6.3 The personnel of **bud:vip** wear nametags to identify themselves at the arranged meeting point where the Client must identify himself or herself to the VIP agent. If he or she fails to do so and fails to take advantage of the booked VIP services within an appropriate amount of time (until disembarkation has been completed), this will be construed as a no show and the entire value of the booking will be charged.

### 7. Terms of payment

7.1 The price of the VIP services must normally be paid either in advance or by credit card. If a Client wishes to receive and pay an invoice instead, this must be separately agreed; the prerequisite for this is a documented flawless payment history on the part of the Client (see section 7.2).

7.2 The prices of VIP services are indicated in the current price list which can be viewed on the website [vip.bud.hu](http://vip.bud.hu). The published price list does not include the airport charges defined in the Tariff Manual of Budapest Airport Zrt.

7.3 If the Client wishes to use additional services that are not covered by the booking confirmation, and in particular the inclusion of additional persons for whom the services had not been originally booked, the Client must pay for these separately.

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7.4 Otherwise the currently valid General Payment Terms of **bud:vip** apply which can be viewed at [vip.bud.hu](http://vip.bud.hu)

### 8. Liability

8.1 Neither **bud:vip**, its officers, employees, authorised agents, nor any other person may accept or assume responsibility/liability for the accuracy or completion of any material accessible through the Service or for any loss or damage suffered as a consequence of any action taken or refrained from by the customer or any other person based on any material comprised or not comprised in the Service (liability for the payment of compensation shall apply to the above only in regard to damage or losses suffered as a consequence of negligence on the part of **bud:vip** or its employees).

8.2 **Bud:vip**'s total contractual liability under or in relation to these General Terms and Conditions, its liability for damage caused outside the scope of this contract (including negligence and cases in which statutory obligations are breached), its liability based on deception or compensation for damage, or any other liability shall – unless otherwise declared by **bud:vip** – be limited to the amount of the Fee paid by the Customer to **bud:vip**.

8.3. Force Majeure: **bud:vip** shall bear no liability to pay compensation, or any other liability, in case it is because of any circumstance beyond its reasonable control, or because of unavoidable events or occurrences beyond its scope of interests, that it fails to fulfil – in time or at all – any of its obligations laid down in the Terms and Conditions, or any of its other obligations prescribed in any supplementary or additional agreement. Such circumstances or events/occurrences may include, for example, strike, war, revolution, fire, flood, epidemic etc.

Moreover, **bud:vip** will accept no liability to pay compensation or otherwise in case performance is impeded by any ground handling operator or airline.

8.4 **Bud:vip** will accept no liability in case the customer breaches any of its obligations under this contract, i.e. it rules out any direct or indirect claim for compensation stemming from such breaches or any other circumstance. In particular, **bud:vip** will accept no liability in regard to losses such as lost profits or business opportunities, compromise of good reputation and/or other similar losses or damage, or failure to realise expected savings, failure of any contract to be signed, loss of use, loss or compromise of data and/or information, or any other special, indirect, consequential or purely economic loss, cost, damage or expense.

8.5 VIP guests are required to leave all rooms, facilities and objects of the VIP lounge in good condition at the end of their stay. In the event that any damage is culpably caused by the Client, persons traveling with him or her, or meeters and greeters or other persons invited by the Client, **bud:vip** is entitled to have the damaged items repaired or replaced as required at the Client's expense.

### 9. Confidentiality and data privacy

9.1 **Bud:vip** captures and processes personal data received from a Client or Booking Agent exclusively for the purpose of processing and charging bookings and managing customers while complying with the applicable data privacy regulations and only to the required extent. It stores these data only as long as they are needed for these purposes. The details of data handling by **bud:vip** shall be regulated in its Data Privacy Policy.

9.2 **Bud:vip** does not disclose any Client data to any third parties unless the Client explicitly approves this or **bud:vip** contracts a third party to provide services. In the latter case, **bud:vip**

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concludes an agreement with the contracted company to ensure compliance with the applicable data privacy regulations.

9.3 By providing the data in the booking form the Client gives its consent to forwarding its personal data to government bodies and authorities to the extent necessary to meet the legal requirements for providing VIP services.

9.4 Except when required by law to disclose personal data, **bud:vip** undertakes to preserve the confidentiality of all personal data of the Client and to ensure that both its employees and any third parties involved in performing the VIP services are also required to respect the privacy and confidentiality of data to the same extent.

### 10. Right to withhold payment; offsetting of claims

10.1 The Client may only withhold payment due to counterclaims arising directly from this contract.

10.2 The Client or Booking Agent may only offset claims of **bud:vip** against other claims if the latter are undisputed or have been legally established.

### 11. Ancillary agreements, place of jurisdiction, resolution of disputes

11.1 This General Terms and Conditions was compiled in Hungarian and English, and it is published by **bud:vip** on [vip.bud.hu](http://vip.bud.hu). In the event of any discrepancy between the two versions, the Hungarian version shall prevail and serve as the basis for interpretation.

**Bud:vip** shall be entitled to unilaterally amend the General Terms and Conditions at any time. Any amendment of the General Terms and Conditions shall enter into force as of the calendar day following the publication of the amended General Terms and Conditions, and shall not affect legal relationships established prior to its entry into force.

The preceding General Terms and Conditions constitute part of the Contract. Any ancillary agreements or changes or additions to the Contract must be in writing. If one or more of the provisions of these General Terms and Conditions should be or become invalid or void, this shall not affect the validity of the remaining provisions.

11.2 The place of fulfilment is Budapest, Hungary. The term of the contract concluded by means of the application of this General Terms and Conditions shall last from the day of the receipt of the confirmation sent by **bud:vip** until the full performance of the obligations of the Parties in line with the contract.

The prevailing provisions of the Hungarian Civil Code, and of other prevailing relevant Hungarian legal provisions, excluding the regulations of international private law, shall be applicable to disputed issues not regulated by this General Terms and Conditions, as well as to the validity, scope, term and interpretation thereof. In connection with the General Terms and Conditions, the Parties may turn to the court with appropriate competence and jurisdiction pursuant to Act CXXX of 2016 on civil law proceedings in order to decide any disputed issues.