



# General Terms and Conditions

## The General Terms and Conditions of the AIRPORT SHUTTLE SERVICE provided by miniBUD Ltd.

### 1. The scope of the general terms and conditions

1.1. This general terms and conditions (hereinafter: **GTC**) regulates the airport shuttle service (hereinafter: the **service**) organized by **miniBUD Ltd.** (H-1185 Budapest, Ferenc Liszt International Airport, Terminal 2B, Building 201, Office 4013, corporate registration number: 01-09-991638, tax number: 25426864-2-43, telephone: +36 1 550 0000, web: [www.minibud.hu](http://www.minibud.hu), e-mail: [info@minibud.hu](mailto:info@minibud.hu) – hereinafter: **miniBUD**).

1.2. By ordering and using the service, the user of the service (hereinafter: **passenger**) accepts the GTC, which is published and continuously available on miniBUD's website ([www.minibud.hu](http://www.minibud.hu)), so that passengers can familiarize themselves with it in advance.

1.3. **miniBUD declares that in addition to statutory requirements and customary terms and conditions relating to the service, which passengers are accustomed to, the GTC does not contain any terms and conditions which are detrimental or unusual for passengers.**

1.4. If a natural or legal person intending to use the service for the benefit of itself or for that of another person concludes a written contract with miniBUD for the service (hereinafter: **separate contract**), the provisions of the GTC shall only be applicable on issues not regulated to the contrary in the separate contract.

### 2. The service

2.1. The airport shuttle operates as a door-to-door collection and distribution service, which the service provider operates as a service linked directly to aerial passenger transportation and accommodation service activities, in accordance with the provisions of the GTC. By using the service, passengers acknowledge that the service can only be used in possession of a valid airline booking; in the case of departure, the service can only be used with the aim of departing with the flight in question. A valid airline booking is any airline booking valid for the given day of departure.

2.2. miniBUD only provides the service within its area of operation (regularly used districts and areas of Budapest).

2.3. In case of problems and complaints relating to the service, miniBUD shall investigate the issue immediately, and, if warranted, will apply the necessary penalties, or will cooperate to ensure that the user of the service should receive appropriate reparation.

2.4. miniBUD is under a contractual obligation to provide the service, with the exceptions specified in subsections (a)–(c) below.

(a) miniBUD's vehicle driver (hereinafter: **driver**) may refuse to provide the passenger transportation service, or may exclude the passenger from passenger transportation, if the passenger:

(i) Is under the influence of alcohol or narcotic drugs, or exhibits disgraceful conduct,

(ii) Violates or endangers road safety, his/her own physical integrity or health or that of his/her fellow passengers, or the integrity of the vehicle or of the fittings in the vehicle, with his/her conduct, or

(iii) Could soil or pollute the vehicle with his/her clothing, baggage, or in some other way.

(b) The driver may refuse to transport persons who are inert or helpless, persons who are not able to use the service without an escort and unaccompanied minors of less than six years of age.

(c) miniBUD may refuse to provide the service if this is expressly made possible by the GTC, based on legal provisions.

### **3. The use of the service**

3.1. Passengers may use the service by ordering it in advance from miniBUD by telephone, mobile phone application, e-mail, online, or in person at the miniBUD customer service counters located at Budapest Airport (hereinafter: **order**). The directions of the order can be:

(a) From Budapest Airport, Terminal 1, 2A or 2B, to regularly used districts and areas of Budapest (hereinafter: **direction "A"**),

(b) From regularly used districts and areas of Budapest to Budapest Airport, Terminal 1, 2A or 2B (hereinafter: **direction "B"**).

miniBUD Ltd. informs passengers using the service that telephone calls are recorded due to reasons of quality assurance, and are stored and handled for the period defined in its data protection regulations. By acknowledging the information provided over the telephone, passengers using the service consent to the audio recording and to the handling of the recordings, as specified above.

3.2. The contract is concluded upon the acceptance of the pre-order, provided that the driver does not refuse to transport the passenger pursuant to section 2.4.

3.3. In case of an order pursuant to section 3.1, miniBUD undertakes to pick up/depart with the passenger, depending on the direction of the journey, at the previously agreed time, with the proviso that the actual pickup/departure time could deviate from this in extraordinary cases (strike, traffic obstructions, extreme weather conditions).

In case of force majeure (e.g. mass strike of transportation industry staff, natural disaster or emergency resulting from human activities), miniBUD may not be able to ensure contractual performance, or only to a limited extent, and shall not be liable for such cases.

### **4. The performance of the service**

#### 4.1. Contact with the passenger

In case of an order in direction "A", passengers must report to the miniBUD customer service counters located at Budapest Airport. In case of an order in direction "B", the driver, upon arrival at the pickup address, will take all reasonable measures, based on available information, to contact the passenger (doorbell, door entry phone, gate, reception). If the driver is unable to contact the passenger, or the passenger does not appear at the pickup address recorded in the order, at the previously agreed pickup time, the driver shall depart from the pickup address, resulting in impossibility of performance due to the fault of the passenger.

## 4.2. The rights of passengers, the obligations of the driver to the passengers

### 4.2.1. Passengers are entitled to:

- (a) Travel in a clean and safe vehicle, which is in good condition and possesses all necessary licenses and permits;
- (b) Travel with a driver who is polite, and complies with road traffic regulations;
- (c) Travel in calm and quiet circumstances, free of radio transmission and messages, use of the vehicle horn and mobile phone usage by the driver;
- (d) Travel in a vehicle free of tobacco smoke;
- (e) Travel in a door-to-door collection and distribution system, except if the passenger purchases all the seats in the vehicle;
- (f) Travel with a driver who possesses the appropriate service qualification, and has his/her identification placed on the dashboard, in a clearly visible location;
- (g) Air conditioning or heating, as requested by the passenger;
- (h) Pay with a bank card at the miniBUD customer service counters, without a surcharge;
- (j) Use an appropriately functioning seatbelt, which is recommended for all passengers;
- (k) Transport a guide dog for the blind.

### 4.2.2. The driver is obliged to exhibit polite and helpful conduct towards passengers at all times.

4.2.3. The driver is obliged to provide assistance to passengers when boarding and alighting from the vehicle. If circumstances allow, following arrival at the pickup address, the driver should await passengers beside the vehicle, to facilitate boarding by opening the door of the vehicle, and to place any baggage in the baggage compartment. The driver is obliged to provide assistance to persons with reduced mobility (e.g. using crutches or a wheelchair, visually impaired, elderly) during boarding and alighting, and to facilitate a comfortable journey (e.g. adjusting the seat) for them.

4.2.4. Prior to commencing the provision of the service, the driver is obliged to inform the passenger about the planned route, in the light of the destination address(es). As part of this, the driver is obliged to call the passenger's attention to any known traffic obstructions. The passenger does not have the right to overrule the route planned by the driver, or to propose a modification therein.

4.2.5. The driver may not initiate an overly personal conversation with passengers, and may not force conversation. If the passenger initiates conversation with the driver, the driver is obliged to conduct the conversation in a polite manner, with consideration for the passenger's mood.

The driver may not initiate a conversation with political contents, or relating to constitutional or personality rights (e.g. ethnic, religious, minority issues), and shall not be obliged to answer questions of such a nature. In the course of any conversation, the driver may not ask any questions relating to the private life or matters of the passenger (including his/her income and wealth position or conditions), and may not impart any information to the passenger which affects or may affect his/her private life or matters. The driver is obliged to comply with rules on discretion.

The driver is not obliged to answer questions on his/her private life or matters; any statements on such issues are made at the driver's sole discretion. The driver may not burden passengers with issues relating to his/her private life, income position or other problems. The driver may not make any remarks of a sexual or erotic nature towards passengers, may not offer the establishment of sexual relations,

and may only express a positive opinion concerning the appearance of passengers, within the bounds of courtesy.

4.2.6. The driver may not disclose to any third party any business or private secrets of which he/she becomes aware, irrespective of whether this occurred through direct disclosure, or indirectly (e.g. via a telephone conversation or a conversation between passengers).

4.2.7. The driver may only listen to the radio, the car stereo or any CD with the prior consent of the passenger, and may not listen to or watch television, not even with the prior consent of the passengers. Upon the request of any passenger, the use of the radio, car stereo or CD must be discontinued. In case the radio is turned on in the vehicle, the driver is obliged to switch to the radio station requested by the passenger, if technical conditions permit.

4.2.8. The driver is obliged to regulate the temperature inside the vehicle appropriately, as much as possible; the windows may only be lowered or raised, the heating and the air conditioning may only be regulated upon the request or with the consent of the passengers.

4.2.9. The driver may only use his/her mobile phone in special situations. Should he/she receive a call in the presence of passengers, it must be ended as soon as possible.

4.2.10. Smoking is prohibited inside the vehicle, based on legal provisions.

#### 4.3. The transportation of baggage and live animals

4.3.1. Each passenger may transport 1 small hand baggage in the passenger compartment (placed in between the seats or on the floor), as well as 1 large hand baggage and 1 hold baggage in the baggage compartment. Passengers may only transport baggage of a size which fits in the passenger compartment in between the seats, in the baggage compartment, or on an extra seat, for a fee. miniBUD shall not be liable for passengers' baggage and valuables transported in the vehicle.

4.3.2. Items may not be transported as baggage if they:

(a) Do not fit in the designated placed in the vehicle, due to their size or weight,

(b) Could impair the health, physical integrity, clothing or hand baggage of the driver, the passenger or of the other passengers, or

(c) Could damage or soil the vehicle.

miniBUD or the driver may refuse to transport baggage which could soil or pollute the vehicle, the clothing or baggage of other passengers, or could compromise road safety.

4.3.3. The provisions of section 4.3.2 are applicable with regard to the transportation of live animals, with the proviso that the transportation of live animals qualifies as a special transportation need pursuant to section 4.4. It is only possible in a closed crate or carrying case, and by purchasing an extra seat.

4.3.4. If the driver finds any valuables in the vehicles, he/she shall indicate this immediately to miniBUD, which keeps records of lost and found valuables. Valuables found in the vehicle shall be retained by the driver. If the passenger's identity and contact information is known, miniBUD will inform him/her without delay that the item in question has been left in the vehicle, and also about how to reclaim it.

#### 4.4. Special transportation needs

4.4.1. miniBUD must comply with all requirements specified by legal provisions. However, with consideration for the different characteristics of the vehicles, it is not always possible to satisfy passengers' special transportation needs, based on this GTC.

In this scope, the following shall qualify as special transportation needs, for example:

- Live animals,
- Wheelchairs,
- Child seats,
- Oversized baggage (skiing equipment, etc.).

4.4.2. Special transportation needs are fulfilled for a fee (with the exception of wheelchairs and child seats), in case they are indicated to miniBUD prior to or concurrently with the order.

4.4.3. Needs not belonging to the scope of standard service provision (for example, passenger escorting, carriage of baggage by hand, welcoming passengers with a name sign at the airport, administrative tasks, procurement, etc.) do not belong to the scope of this GTC. Such additional services are provided by miniBUD's cooperating partner, BUDPORT Handling Ltd., based on its own GTC (web: [www.budport.com](http://www.budport.com), email: [info@budport.com](mailto:info@budport.com)).

#### 4.5. Damage to the vehicle, caused by the passenger (pollution, physical damage)

4.5.1. In case of physical damage to the vehicle, the durable soiling or pollution of the passenger compartment or any other case of damage, miniBUD shall be entitled to claim from the passenger the reimbursement of all damages caused. All costs and expenses relating to the enforcement of the claim shall be borne by the passenger.

4.5.2. If miniBUD and the passenger are unable to agree about the reimbursement of the damages, the occurrences shall be recorded in a protocol. If the passenger refuses to sign the protocol documenting the damage, miniBUD will initiate Police action against the passenger.

### **5. The consideration payable for the service**

5.1. The consideration payable for the service provided on the basis of this GTC is the fare.

The fare consists of the following elements:

- (a) Base tariff: the fee payable for the use of the service, as recorded in miniBUD's reservation system;
- (b) Fee for extra seats: the fee payable for personal passenger comfort, or for baggage which can only be transported on extra seats in the passenger compartment, or for special transportation needs.

The fare shall be payable during booking by bank card, in cash at the miniBUD customer service counters located at Budapest Airport, or by bank transfer based on monthly settlement in the case of contracted partners.

5.2. The fare includes the applicable 27% value added tax (VAT).

5.3. In the case of directions "A" and "B", the fare is specified according to zones, defined on the basis of the distance of the pickup or destination address from Budapest Airport.

5.4. The fare is payable concurrently with the order, or, in the case of direction "A", by the commencement of the provision of the service at the latest, and, in the case of direction "B", following the provision of the service at the latest. Passengers shall be obliged to pay the fare in cash or by bank card (without a surcharge), in Hungarian forints or in euros.

Payment solutions differing from the above can be applied based on terms recorded in a separate contract.

5.5. The service is free of charge up to the age of two; however, a maximum of two persons below the age of two can be booked free of charge in any booking.

## **6. Cancellation of the service**

6.1. It is not possible to cancel already ordered and paid services. Fares already paid are non-refundable.

6.2. If the performance of paid services fails due to reasons attributable to miniBUD, or such services cannot be provided, the fare shall be reimbursed in full, based on a written reimbursement request submitted by the passenger. The fare is reimbursed by bank transfer, or using the so-called "charge-back" procedure, to the passenger's bank card. All costs of the bank transfer shall be borne by miniBUD. It is not possible to reimburse the fare in cash.

## **7. Miscellaneous provisions**

7.1. The following legal provisions are applicable to the legal relationship subject to the provisions of the GTC:

(a) Act V of 2013 on the Civil Code,

(b) Government decree no. 176/2015 (VII. 7.) on fee-paying passenger road transportation services.

7.2. Passengers can file a complaint or a report in connection with the service at the following organizations and locations:

(a) miniBUD Ltd.

Address: H-1185 Budapest, BUD International Airport, Terminal 2B, Building 201, Office 4013.

Telephone: +36 1 550 0000

Web: [www.minibud.hu](http://www.minibud.hu)

Providing high service quality is a priority for miniBUD. The company therefore operates an extensive quality assurance system. In addition, based on the contracts concluded with service providers, an ethics committee ensures compliance with the GTC and with professional and ethics rules.

miniBUD welcomes other observations and proposals at the above contacts as well.

(b) BKK Plc. Customer Service

Address: H-1075 Budapest, Rumbach Sebestyén utca 19-21.

Email: [bkk@bkk.hu](mailto:bkk@bkk.hu)

Telephone: +36 1 3 255 255; +36 30 774 1000

(c) Budapest Government Office Consumer Protection Inspectorate,

Consumer Contact Office

Address: H-1052 Budapest, Városház utca 7.

(d) National Transport Authority

Address: H-1066 Budapest, Teréz krt. 62.

Email: [office@nkh.gov.hu](mailto:office@nkh.gov.hu)

Telephone: +36 1 373 1400

7.3. The provision of the service also involves the handling of personal data. Rules on data handling are contained in miniBUD's Data Handling Regulations ([www.minibud.hu](http://www.minibud.hu)), which forms part of this GTC. **If you do not accept our data handling regulations, please do not provide your data to miniBUD!**

7.4. This GTC enters into force on 1 March 2016.

7.5. miniBUD is entitled to amend the GTC unilaterally, with the proviso that terms and conditions valid at the time of the conclusion of the contract shall be applicable to contracts concluded.