GENERAL TERMS AND CONDITIONS

Effective from 20 December 2024

The present General Terms and Conditions (hereinafter: GTC) contain the terms and conditions for the use of services provided by Kristóf Kovács (hereinafter: Service Provider) in case of ordering services on the website www.maggino.hu (hereinafter: Website) or through other channels (telephone, text message, email, social networking site).

By ordering the service, the Customer acknowledges and accepts the terms and conditions of these GTC, which acceptance is a condition of using the service.

1. DATA OF SERVICE PROVIDER

Name: **Kristóf Kovács**

Address: H-1173 Budapest, Újlak utca 22-36. B. lh. 2. em. 5. a.
Registration number: 56220249
VAT number: HU57579292
Email address: info@maggino.hu
Telephone number: +36302990409

hereinafter: Service Provider

Data of Hosting Provider:

Company name: Websupport Magyarország Kft.
Location: H-1119 Budapest, Fehérvári út 97-99.
Email address: info@ezit.hu

2. SERVICES, FEES, ORDERING

The Service Provider provides tour guiding service for the Customer. The Customer can book the Service Provider's service on the Website.

Booking process:

The Customer can register for a tour on the website under the ’Products’ and ’Contact’ tabs. Under the ’Products’ tab, the Customer selects the tour he is interested in and then scrolls down to the ’Book now!’ section of the tour interface to register for the tour. The ’Book now!’ section can also be accessed by scrolling to the bottom of the page in the ’Contact’ tab, so that the customer can also book a tour in the ’Contact’ tab.

The first step in the ’Book now!’ section is to enter the number of participants and then click on the ’Continue’ button to proceed to the next stage of the booking process, the ’Date & Time’ section. Here you will need to select the date you would like to participate in the tour, once you have done this you will need to click ’Continue’ again to proceed.

After clicking on the ’Continue’ button, the Customer will be taken to the ’Cart’ tab, where the total price of the tour, calculated on the basis of the number of planned participants and the price per person, will be displayed. Here it is also possible to make another booking for the same tour by clicking on the ’+ Book another’ button. In the ’Cart’ tab, by clicking on the small downward arrow next to the price in the same row as the tour name, the Customer can display the detailed information about the service (participation fee, number of participants, tour information).

Here the Customer should click on the ’Continue’ button to proceed to the next stage of the booking process, the ’Your information’ tab. Here the Customer will be asked to enter his/her personal details (name, email address, phone number – optional).

After filling in the mandatory information, the Customer can proceed to the last stage of the booking process, the ’Payments’ section, by clicking on the ’Continue’ button again. Here he will find a summary of the booking to be finalised and he can finalise his booking by clicking on the ’Continue’ button, thus placing the order. In the ’Payments’ interface, after clicking on the ’Continue’ button, a ’Congratulations’ window will pop up, confirming the booking and containing information about the booked service (booking ID, date, time, fee, customer’s name, customer’s email address). No payment is made during the booking.

By clicking on the ’Continue’ button, an automatically generated confirmation e-mail will be sent to the e-mail address provided by the Customer, confirming the reservation with the message that the reservation is pending confirmation by the Service Provider. The Service Provider will then manually confirm or reject the reservation. The Service Provider will notify the Customer about both the rejection of the booking by the Service Provider and the approval of the booking by the Service Provider by an e-mail sent to the e-mail address provided by the Customer during the booking process. **The contract between the Service Provider and the Customer is concluded upon the Service Provider's individual confirmation, if the Service Provider approves the booking.**

The Customer shall pay the service fee to the Service Provider in EUR currency, in cash, prior to the commencement of the service, on the spot, which the Customer undertakes to do by ordering the service (by booking). The Service Provider shall issue a receipt for the service fee to the Customer upon payment of the fee.

3. RIGHT OF TERMINATION

The contract for the ordered service **may be terminated by the Customer within 14 days** from the date of conclusion of the contract (from the date of the individual confirmation by the Service Provider) in accordance with Article 20 of Government Decree 45/2014 (II.26.).

The Customer may not exercise his right of termination if the Service Provider has started to provide the service with the Customer's consent. If there is less than 14 days between the conclusion of the contract and the performance of the service and the Customer appears at

the place of performance at the time of the booked service, it shall be deemed that the Customer expressly requests the performance of the service within the period of notice.

If the Customer wishes to exercise the right to terminate the contract, he must send the Service Provider a clear statement of his intention to do so. The Customer may exercise his right of termination by using the declaration of termination sample or by means of a clear declaration to that effect.

The right of termination may only be exercised by Customers who are consumers, i.e. natural persons acting outside the scope of their profession, self-employed occupation or business activity. Business organisations (business entities) are not entitled to the right of termination under the applicable legislation.

If the Customer exercises his right of termination, the Service Provider shall immediately, but no later than 14 days from the date of becoming aware of the termination, refund the amount paid by the Customer as consideration, which shall be returned to the Customer taking into account the provisions of these GTC. The Supplier shall reimburse the balance in the same way as the payment method used by the Customer.

Declaration of termination sample:

You have 14 days to terminate the contract without giving any reason.

The notice period expires 14 days after the date of conclusion of the contract.

If you wish to exercise your right of termination, you must send a clear statement of your intention to terminate the contract (for example, by post or by electronic mail) to the following address: info@maggino.hu or 1173 Budapest, Újlak utca 22-36. B lh. 2.em. 5.a., Hungary. You may also use this declaration of termination sample for this purpose.

You will exercise your right of termination in due time if you send your declaration of termination before the expiry of the deadline indicated above.

The legal effects of termination:

If you withdraw from this contract, we will refund any consideration paid by you immediately, but no later than 14 days after receipt of your notice of withdrawal. The refund will be made by the same method of payment as the original transaction, unless you expressly agree to a different method of payment; you will not be charged any additional costs as a result of this method of refund.

If you have asked for the performance of the service to start within the notice period, you will be liable to reimburse us the amount due for services provided pro rata up to the date of termination of the contract. We will likewise refund any part of the consideration you have paid us in excess of the consideration of the service we have provided.

4. COMPLAINT HANDLING

Complaints about the service can be sent to the Service Provider's address given in point 1.

The Service Provider will investigate the oral complaint immediately and remedy it as necessary.

If the Customer does not agree with the handling of the complaint or if it is not possible to investigate the complaint immediately, the Service Provider shall immediately take minutes of the complaint and its position on the complaint and send a copy of the minutes to the complainant no later than the time of the substantive reply, but no later than 30 days. The Service Provider shall assign a unique identification number to the complaint communicated by telephone.

The minutes of the complaint must include the following:

a) the name and address of the complainant,

b) the place, time and manner in which the complaint was lodged,

(c) a detailed description of the complaint,

(d) a statement by the Service Provider of its position on the complaint, if an immediate investigation of the complaint is possible,

e) the signature of the person who took the minutes,

f) the place and time of the taking of the minutes,

(g) in the case of a complaint made by telephone, the unique identification number of the complaint.

The Service Provider will reply to the complaint in writing within 30 days of receipt and will take measures to notify the complaint.

The Service Provider shall keep the minutes of the complaint and the copy of the reply for five years and shall present it to the control authority upon request. If the complaint is rejected, the Service Provider shall inform the Customer in writing of the authority or conciliation board to which the Customer may refer the matter.

If the Customer, who is considered as a consumer, notices a violation of his rights, he has the right to lodge a complaint to the district office of his place of residence, as a consumer protection authority, or to the conciliation board of the professional chamber of his place of residence or the registered seat of the Service Provider. The Service Provider shall have a duty of cooperation in the conciliation procedure.

You can find the contact details of the district offices here.

Contact details of the Budapest Chamber of Commerce and Industry's Conciliation Board:

Address: 1016 Budapest, Krisztina körút 99., Hungary

E-mail address: bekelteto.testulet@bkik.hu

Telephone number: 06-1-488-2131

Contact details of the conciliation boards in each county can be found here.

Online dispute resolution

If you have a complaint about a service you ordered online, you can use the platform set up by the European Commission to initiate an out-of-court settlement of your dispute. You can submit your complaint by filling in the form on the online dispute resolution platform. You should attach any documents supporting your complaint to the form.

5. MISCELLANEOUS PROVISIONS

The Service Provider reserves the right to refuse a particular order without giving any reason, upon simultaneous notification of the Customer.

The Customer may at any time correct any incorrectly provided data. This must be notified to the Supplier. The Customer acknowledges that the correction of the data may result in an amendment to the service fee.

The language of the contract under these GTC is Hungarian, the contracts are not considered to be written contracts and will not be filed, they are contracts concluded electronically.

The Service Provider has not subjected itself to any code of conduct.

The Service Provider reserves the right to unilaterally modify these GTC at any time. The amended provisions shall apply to orders placed after their entry into force. The invalidity of certain provisions of the GTC shall not affect the validity of the other provisions of the GTC which are not affected by such invalidity.

In matters not regulated in these GTCs, Hungarian law shall apply, in particular Act V of 2013 on the Civil Code, Act CVIII of 2011 on certain issues of electronic commerce services and information society services, and the provisions of Government Decree 45/2014 (II.26.) on the detailed rules of contracts between consumers and businesses. The Hungarian courts shall have jurisdiction to settle disputes relating to services provided under these GTC.

Budapest, 20 December 2024