

Terms and Conditions

(Conditions of transport)

Effective from: 23 May 2021

I. General conditions

1. The Company offers parcel delivery, removals and pet transportation between Hungary and other countries within the European Union mainly Malta, Italy (including Sicily), Slovenia, Slovakia.
2. **WE DO NOT TRANSPORT:** perishable food, illegal goods and/or products subject to excise duty (like alcohol, tobacco, medicine, narcotics or substances required for its manufacture), infectious or disgusting items, human or animal remains, flammable or explosive materials.
3. **It is the Customer's responsibility to make sure that the contents of the shipment are not prohibited or illegal in the country of destination or in the European Union. The Customer will be held liable for the content of the shipment.**
4. **We only transport museum objects and cultural goods with the necessary permits presented to us. It is the responsibility of the Customer to acquire the permits. Without permits we do not transport such items!**
All objects of archaeological, historical, natural, literary, applied arts, musical, theatrical, ethnographic, economic, social or cultural significance shall be considered as museum objects; or if they are older than 50 years.
5. Company reserves the right to update the Terms and Conditions at any time. These changes or additions become effective immediately when they become available on the Company's website. The Company does not assume the obligation to notify the Customer of any changes to the Terms and Conditions. The Customer is responsible for reviewing the Terms and Conditions for any changes and continued use of the website and services constitutes the Customer's consent to these changes.
6. By booking a shipment, the Customer declares that he accepts these Terms and Conditions, and acknowledges that he/she is bound by them. The booking is subject to the Terms and Conditions valid at the time of booking.
7. The Company has the right to hold the Customer's property (a lien) as security for unsettled payment.
8. Note that we reserve the right to refuse service to any party without any need to give any reason for such refusal.
9. We reserve the right to make changes to transport dates.

II. Booking

- To place an order for transportation a booking form needs to be filled in and sent to the e-mail address info.eustransporter@gmail.com.
- Once received by us we will process it and check that the booking form has been fully completed, and if so, we declare the service to be ordered and confirm it to the Customer by a return e-mail.
- If any missing information found on the booking form during processing it, we shall request the Customer to fill in the necessary details and resend the form for confirmation of booking.
- Your booking will only be effective at this point.
- The confirmed booking is in accordance with the Ptk. (Civil Code) and shall be deemed to be a contract concluded between the Customer and the Carrier.

III. Parcel delivery

1. Parcel(s) will be picked up and delivered at the addresses given by the customer on the booking form, at a time agreed in advance.
2. When booking parcel delivery, delivery takes place from and to the outside entrance of the building (in case of an apartment it is the main entrance of the building, in case of a family house, it is the gate of the house). Thus the parcel(s) must be brought out and taken inside the house/apartment by the sender/recipient).
3. When booking Parcel delivery PLUS parcels are picked up from the house/apartment and taken inside the house/apartment on delivery; we do not require assistance from the sender or the recipient. This service has a 20% surcharge above the delivery fee, and includes the transportation upstairs.
4. **Standard parcel:** it has a maximum of 30 kg weight allowance and in volume it cannot be larger than 0.3 m³. If you send more items at the same time their weight and volume are added together and count as a single shipment in the aspect of pricing.
5. **Oversize parcel:** if the weight of your parcel exceeds 30 kg or it is larger than 0.3 m³ it counts as an oversize parcel which has an extra charge on top of the basic price.
6. **Mini parcel:** it is shipped from a collection point to a drop-off point. This type of parcel can only weight a maximum of 10 kg, its volume cannot exceed 0.04 m³ and its value cannot be higher than €100. If the allowable weight, volume or value is exceeded, the package will be considered a standard package and the price will be adjusted accordingly.
A customer can only order one mini parcel during the same shipment; it cannot be consisted of several pieces, and cannot be combined with any other parcels. Mini parcels are picked up and delivered at a time specified by us, but previously arranged with the sender and recipient. In case of damage, our insurance covers the package up to a maximum of €100.
The mini parcel service is only available from Hungary and Slovenia to Malta and reverse.

7. Parcels which may not be rotatable or contain fragile items must be clearly labelled by the Customer using the international packaging symbols and additional writing.
The weight of a box marked as fragile must not exceed 15 kg for the maximum protection of its contents.
8. Involving third party: in some cases there is a possibility that we involve a third party regarding transportation (e.g. domestic courier service). This is for the sake of a more cost-effective shipment and we only use this option with the consent of the Customer.
In every other cases parcels are delivered by the Carrier without the involvement of a third party.
9. Apart from addresses shipping charges are based on the weight and dimensions specified by the customer on the booking form. Upon collection, the Carrier checks that the parcels correspond to the information given on the booking form.
10. In the case that a parcel exceeds the dimensions and/or weight previously stated on the booking form, the Carrier shall not be obliged to pick up the surplus.
If the parcel is nevertheless picked up because the Customer requests it and the capacity of the vehicle also allows it, the Carrier shall be entitled to adjust the price of the shipment according to the new weight/dimensions and the Customer shall be obliged to pay it.
If the parcel proves to be overweight or oversize at the time of collection and the capacity of the vehicle does not allow the extra weight/volume to be picked up, the Customer or the Sender shall choose which parcels to stay and which ones to be transported.
The Customer or the Sender may decide to remove the excess weight from the parcel and repack it, but in this case the Carrier is not obliged to wait for the repacking and it is not guaranteed that he will be able to attempt collection again for the same transport.
11. In the case that at collection weighing reveals that the weight of the parcel is less than what the Customer booked, the same price shall be paid as agreed in advance (this is because at this point the Carrier is no longer able to sell the capacity just freed up).
The customer must take note that in the case of less weight revealed at collection, he/she must pay the transport fee based on the weight and volume stated on the booking form and not on the actual weight.
12. Parcels are only accepted when packed according to the size, weight and nature of their contents and always sealed up.
The customer must pack the parcel in such a way that it will not get damaged or cause damage in other parcels during professional handling and transportation.
The Carrier cannot be held responsible for the damage of improperly packed parcels.
13. If the parcel requires special treatment, the Customer must indicate this on the outer packaging (using the international packaging symbols, accompanied by their textual meaning).
14. You must choose a right size box or suitcase for your items to avoid to leave any empty space inside or overfill it.
It is important to fill the empty space as it can cause the box to collapse while an overfilled

box is going to compromise its sturdiness, weaken its hold to such an extent that it can break causing damage to the contents.

Do not let the contents of your box move, if necessary, use filler materials such as cardboard pieces, polystyrene, bubble wrap, foam chips fillers, crumpled newspaper to fill up the void.

15. The Carrier shall not be liable for the contents of a box collapsing due to the void left in it, and also for not being able to fit a parcel in the space reserved for it according to the dimensions given on the booking form due to inaccurate information or bulging.
If the vehicle has free capacity, the parcel may still be picked up (as long as the surcharge due to the difference in size is paid).
16. Upon collection, the Carrier must inform the Customer if the parcel has inadequate or damaged packaging. If the Customer fails to ensure proper packaging, the Carrier shall record this fact on the transport document (thus precluding any subsequent claim for damages). The Carrier has the right to refuse the collection of an improperly packed parcel.
17. We recommend wrapping your suitcase and luggage with packing foil to avoid any possible aesthetic damage or dirt. We handle your luggage carefully, however we do not take responsibility for any aesthetic damage or dirt occurred on unwrapped luggage during transport.
18. The Carrier has the right to refuse the collection of a suitcase that has any broken or sharp plastic/metal parts sticking out as it can cause personal injury or damage to other parcels. If there is any such part, the Customer/Sender must cover it safely with a piece of cardboard, then secure it with a strong tape preventing personal injury or damage to others' belongings.
19. We do not accept any parcels in plastic bags, shopping bags, and bin liners or without packaging.
20. Any electronic products (such as TVs) will only be transported in an undamaged, sealed cardboard box, preferably in its original box and packaging. Damage caused by improper packaging will not be reimbursed by our insurance company.
21. All edges, openings, seams, gaps or holes on the parcel must be sealed in a way that the contents cannot be accessed without damaging the outer packaging.
22. The Carrier does not inspect the contents of the parcel but we request a detailed list (on the booking form provided) of the contents and their value for insurance and customs purposes.
23. If the Customer places illegal or unacceptable content in the parcel without the knowledge of the Carrier, and this causes any kind of damage (financial, material, physical, etc.) to the Carrier, the Carrier reserves the right to charge and recover all expenses incurred in connection with the above (e.g. delays, lost hours, legal fees and any fees and recovery costs, etc.).
24. The parcel(s) will be picked up and delivered at a date and timeframe forwarded to the Sender/Recipient in advance.

25. The Carrier can wait a maximum of 15 minutes at the addresses for the Sender/Recipient. If the Customer or the person acting on behalf of the Customer fails to show up at the given address and/or is not available at the given phone number on the day of collection/delivery, the Carrier is entitled to leave the address after 15 minutes.
- In the case that the Sender does not show up the parcel will not be picked up, but the customer will still have an obligation to pay for the parcel in full as if it was transported. In the event that the Carrier is unable to contact the Recipient hence delivery fails, the Recipient must call the Carrier and personally pick up the parcel at a specified time and place (determined by the Carrier).
- The Customer must provide such pick-up and delivery addresses where the parcel can be picked up and delivered at any time - from early morning until late at night. The Carrier cannot adapt to the specific needs of the Sender/Recipient regarding collection and delivery times.
26. The Carrier shall not be liable for any delay or non-performance if it is caused by an external, unforeseen and unavoidable event (e.g. the ferry company will not start or cancel a scheduled ferry for any reason).
- Force majeure events include:
- a. war, civil war or any other armed conflict, military or non-military interference by any third party state or states, acts of terrorism or serious threats of terrorist attacks, sabotage or piracy, strike or boycott, acts of governments or any other acts of authority whether lawful or unlawful, blockade, siege or sanctions, or
 - b. accidents, fires, explosions, disease outbreaks, or
 - c. natural disasters such as but not limited to storm, cyclone, hurricane, earthquake, landslide, flood, drought etc. or
 - d. any event of a similar nature.
27. If another person is acting on behalf of the Customer in the course of collection or delivery of the parcel (the Sender/Recipient is not the same person as the Customer), the Customer must make sure that he/she is informed of the fact that the Carrier will arrive at a pre-arranged date and time and will inform him/her about it immediately.
28. It is not possible to change the pre-arranged, scheduled arrival of the Carrier on the day of collection or delivery. If, for unforeseen reasons, the Sender or Recipient cannot be at the address within the specified timeframe, he/she must notify the carrier by phone as soon as possible.
29. Keep in mind that we are only able to respond to telephone calls on the days of collection/delivery (no e-mails or Facebook messages will be read or replied during these days).
30. In the event of unsuccessful pick up/delivery of the parcel (no one is present at the address or the Sender/Recipient is unavailable by phone), the Sender/Recipient can personally drop off/pick up the parcel free of charge at a location and time specified by the Carrier (if only the Carrier is able to do so).
31. Parcels that have not been picked up by the Recipient - due to the Recipients' fault – by the date of the vehicle is leaving the country they will be returned to the place of pickup provided that the capacity of the vehicle allows it. Otherwise, the parcel will be put in storage. The Customer will be charged for the return (same as the original transport fee) and storage costs.

32. The Carrier will hand the parcel over to the Recipient after payment is completed. The Recipient must verify that the parcel is undamaged and he/she must sign the transport documents.
The Recipient by signing the transport documents acknowledges that the parcel have been received in undamaged condition.
33. If the packaging of the parcel has been damaged during shipment, the Recipient may request a joint inspection of the contents.
In this case, a document for damage report will be filled out which the Customer may use to submit a claim for damages (if the content was actually found to be damaged). Claims for compensation will be made to the Carrier's insurance company.
The Carrier shall also be liable if the parcel is lost or destroyed during transport, in which case compensation is based on the value stated on the booking form.
The Carrier's insurer will not pay any compensation in certain cases not related to the transportation – about these exclusions more information can be requested directly from the insurance company.
In such cases, also the Carrier shall not be liable.

IV. Removals

1. Everything included in section III. Parcel delivery also applies to section IV. Removals (apart from III/25.).
2. The base price for removals includes the followings:
 - a transport vehicle with enough free capacity according to the weight and volume data on the booking form.
 - the driver of the vehicle helps the Customer with loading and unloading
 - the driver helps the Customer with carrying items to/from upstairs with a lift.

We charge extra above the base price for the following:

- a helper besides the driver (loading and unloading are completed by the driver and helper),
- carrying to/from upstairs on stairs,
- packing,
- providing packaging materials,
- disassembly and assembly of furniture.

The Customer must organize and pay for the following:

- parking permit for the vehicle in front of both buildings (if necessary),
- ordering a lifting vehicle (if necessary).

3. Removals need to be booked four weeks in advance. In that case the Carrier arranges the transportation according to the customer's requirements as much as possible.
4. The Customer is required to ensure that the transport vehicle has space to park in front of the building, both at the point of pick-up and delivery.
In Malta, you may not only need a parking permit but also to order a lift truck, which is required by local regulations. In case it is necessary to call a lifting vehicle the cost will be borne by the Customer.

5. The Customer acknowledges that:

- all items need to be packed in accordance with section III. Parcel delivery,
- each item/parcel to be transported must be listed on the booking form, and also numbered based by the form,
- the weight, size and value of each item must be accurately listed on the booking form.*

* Since when moving it is very difficult to provide accurate information weeks in advance, it is all right to leave the table on the booking form blank for the time being. It is enough to write the capacity of the car (6 m³ / 800 kg) in the first line, the agreed transportation fee at the relevant section and indicate that it will be removals.

The Customer must provide the Carrier with the full list of the items to be transported detailed on the booking form no later than 48 hours before the agreed pick-up time, by forwarding the fully completed booking form to the Carrier by e-mail.

V. Pet transportation

1. Pet transportation must be booked using the booking form provided for this purpose. After completed and sent back to us we will provide you with step-by-step information on the transportation process.
2. **Please do not undertake any actions regarding your pet's travel (e.g. passport entries) without having a discussion with us first.**
3. Pets are transported in accordance with EU regulations. It is the responsibility of the owner to get issued all the necessary documentation carefully following the instructions of the Carrier. We always transport pets registered in the TRACES system.
4. It is a requirement that the Customer or the Sender hand over the pet to the Carrier clean (dogs need to be bathed), dewormed and flea treated.
5. Dogs and cats are transported in the vehicle in our own crates with authority approval. If you wish to send your own crate as well it can be shipped as a separate parcel.
6. The shipping fee only includes the transportation of the pet itself, prepared food for three days, a leash and a blanket or such. All other pet equipment can be shipped in a separate parcel.
7. When transporting hedgehogs, rabbits, ferrets, reptiles and ornamental birds the pet may travel in its own cage if it fits in size within the designated area for pets and can be properly secured.
8. The **Owner** of the pet must provide the following for the journey:
 - dry food for your pet for three days (pre-portioned per meal)
 - a leash (harness if needed)
 - something to put in the crate for the pet to lay on (e.g. blanket, towel which does not take up too much space inside)

- one toy which comfortably fits in the crate with your pet so he/she would feel cosier during the journey (optional).
9. The **Carrier** provides the following for the duration of the journey:
- a right size travel crate
 - water bowl and fresh drinking water (placed in the crate)
 - litter and litter tray for cats (placed inside the crate for them to use during the journey so they feel comfortable at all times).
10. In Hungary, Slovenia and Italy pets are picked up/delivered at a place and time specified by us.
11. The pet arriving to Malta will be handed over to the Owner or the authorized person at the **ferry port** (in other cases, like transportation to a transit country, by prior arrangement). Pets leaving Malta are also picked up at the ferry port.

VI. Method and time of payment

The transportation fee can be paid in Euros, or Forints.

Payment can be made in cash, by bank transfer (from a foreign or domestic bank account) or by depositing at our bank.

Payment needs to be settled as follows:

1. Parcel delivery:

- a) Up to €100:
- in cash, at the pick-up of the parcel,
 - in cash, at delivery of the parcel,
 - by bank transfer or by depositing at our bank – choosing this option payment must be completed and visible in our account no later than the day before picking up the parcel.
- b) From €101 to €250:
- in cash, at the pick-up of the parcel,
 - by bank transfer or by depositing at our bank – choosing this option payment must be completed and visible in our account no later than the day before picking up the parcel.
- c) Over €250 payment must be made by bank transfer or by depositing at our bank. All bookings over €250 must be paid by the Customer no later than 10 days prior to the scheduled departure date of the vehicle (this is the advertised departure date from Hungary) or, if less than 10 days are left until departure, the full amount of the shipping fee must be settled immediately. Otherwise, we cannot hold the required space in the vehicle for the parcel(s).

- d) If the volume and/or weight of the parcels reach 3 m³ and/or 400 kg, the transportation fee must be paid two weeks in advance counting from the date of departure. Over 3 m³ and/or 400 kg it shall be paid four weeks in advance or if less than four weeks are left from departure at the time of booking, shipment shall be paid right after booking is confirmed.

2. Pet transportation:

Payment can be made by bank transfer or by depositing at our bank.

Payment must arrive to the specified bank account within 72 hours of the confirmed booking.

3. Removals:

The total amount of the transportation fee must be paid by bank transfer or by depositing at our bank.

Payment must be completed four weeks ahead of the transportation date and within 48 hours of the confirmed booking.

VII. Cancellation

The Customer has the right to cancel any bookings in writing by sending it to the e-mail address provided on our website.

1. In case of parcel delivery:

- a) bookings can be cancelled free of charge no later than midnight on the day before the booking deadline;
if you wish to cancel a booking that has already been paid by bank transfer, 98% of the transportation fee will be refunded;
- b) for bookings that are cancelled on the same day as the booking deadline or after, but two days before the pick-up date, 50% of the transportation fee shall be payable;
- c) if the Customer cancels the booking on the day of the agreed pick-up date or the day before, the Customer is obliged to pay the transportation fee in full.

2. In case of pet transportation:

- a) your booking can be cancelled free of charge up to the 15th day before the announced booking deadline (if payment has already occurred, the return transaction fee is charged to the customer);
- b) for cancellations made from the 14th to the 8th day before the announced booking deadline 10% of the transportation fee shall be payable;

- c) from the 7th day until midnight of the previous day before the announced booking deadline 50% of the transportation will be charged;
- d) in the event of a cancellation made on the day of the booking deadline or after, the Customer is obliged to pay the transportation fee in full.

3. In case of removals:

The Customer has the right to cancel an international removal that has not been paid yet free of charge (if there are more than 21 days left until the agreed date of departure).

In the event of cancellation of an international removal that is being organized and has already been paid for, the transportation fee will be refunded to the Customer as follows (the return transaction fee is charged to the Customer):

- a) 3 weeks before the agreed departure of the vehicle: 50% refund;
- b) 2 weeks before the agreed departure of the vehicle: 25% refund;
- c) in case of cancellation within 14 days: 0% refund.