

# General Terms and Conditions

## (hereinafter: GTC)

This document is concluded exclusively in an electronic form; it is written in English and does not refer to a code of conduct.

The scope of this GTC covers the legal transactions concluded between the Intermediary and the Charterers. This GTC is available at <https://boatbooking.at> in the corresponding menu round the clock.

By the representative of the Charterer clicking on the „accept” button on the Intermediary’s Website, the Parties enter into a contractual relationship, which is defined by the present GTC.

### 1. Intermediary’s data:

Company name: TS Boat Booking GmbH  
Registered seat: Pfarrgasse 52/1, 1230 Wien, Austria  
Company registration number: FN 529885v  
Tax Number: AT U75357409  
European Union Tax Number: AT U75357409  
Represented by: Oleksandr Siladi, CEO

### 2. Definitions

**Charterer** is a person, who has either the ownership of a boat, which it is intend to rent via the services of the Intermediary; or operates a boat (or several boats), based on a contract made between it and the owner of the boat(s) with the goal of renting the boat(s), and the Charterer intends to rent the boat(s) via the services of the Intermediary.

**Parties** mean the Intermediary and the Charterer collectively.

**Client** means a natural or legal person who books the boats via the Website provided by the Intermediary.

**Website** means collectively the website (boatbooking.at) and/or a mobile application provided by the Intermediary.

**General Terms of Use:** these terms concerning the Clients; these are the rules of booking a boat via the Website, which the Client has to accept before finalizing the booking. These rules are defined unilaterally by the Intermediary.

**General Rental Agreement:** the Charterer’s own terms of booking their boats; these rules are defined unilaterally by the Charterer. The Charterer has to upload these into the Website in order to make possible for the Clients to accept it.

**Extra Services** means plus services provided by the Charterer in addition to the rental of the boat (for example: securing a captain who will help the Client during his/her holiday, early check-in, surf desk, etc.)

### 3. The intermediary service

The Intermediary operates the Website, where the Charterers can advertise their boats for rent. Charterers can also advertise other Extra Services through the Website.

The Clients can make the rental of the boats via the Website. **By making a rental through the Website, the Client enters into a direct (legally binding) contractual relationship with the Charterer. The Intermediary acts (according to its name) solely as an intermediary between the Client and the Charterer,** and not will be a party to or other participant in any contractual relationship between the Client and Charterers.

**The Charterer accepts that the Intermediary will collect the rental fee** and the fee for the Extra Services in case of rentals made through the Website. The **invoices** for the Clients – according to that the Client and the Charterer enters a direct contract – has to be issued by the Charterer, and it is the Charterer’s duty to send or hand over the invoices to the Clients.

The mandate for advertising is not exclusive; the Charterer can promote its boat on his/her/its own, or via another intermediary.

#### **4. Registration of the Charterer**

The Charterer has to register itself first in the Website, before registering the boats. The Charterer has to provide its name, and identification data. Identification data is unilaterally defined by the Intermediary, for example in case of corporates it means company registration number, tax number, registered seat. The Charterer also has to provide the necessary data for the invoices of the Intermediary's commission.

The Charterer also has to provide a bank account number to which it expects to receive the rental fee. The Charterer has to provide a contact person's name, and availabilities (phone number, email address).

The Charterer is always **obliged to upload its own General Rental Agreement to the Website**, because Clients has to accept that before the booking.

#### **5. The listing of a boat**

Charterer will get a private access to the Website, which can be used to list the Charterer's boat(s).

The Charterer has to provide every data required by the system, and upload pictures of the boat (both from the outside and the inside of the boat). The Charterer also has to show the rental fee (including any applicable taxes, except for tourist taxes) and the fees for possible Extra Services which can be selected by the Clients, and the compulsory additional costs of the booking.

The Charterer also has to show the time periods when the boat is free for booking, and is **obliged to continuously update the availability information**. The Charterer is specifically responsible to update the availability of the boat, if it was rented outside of the Website.

The Charterer accepts that the Intermediary can check the Charterer and the data uploaded via public free or paid registers, or via other methods. If the Intermediary finds out that the data provided by Charterer is inaccurate, it can correct the data, or call upon the Charterer to correct the data, or if the Charterer listed a boat without permission, the Intermediary can terminate the contractual relationship between the Parties based on the present GTC with immediate effect.

Charterers are solely responsible for determining the amount and type of any applicable VAT or other indirect sales taxes, occupancy tax, tourist or other visitor taxes or income taxes. The Intermediary excludes it's liability in case the Charterer did not specified all applicable taxes. The amount of money serving the payment of taxes, which is collected by the Intermediary or by the third-party payment service provider, is going to be transferred to the Charterer as part of the rental fee. It is the Charterer's responsibility to pay the applicable taxes to the relevant tax authorities.

There are fee types, which have to be paid by the Client directly to the Charterer (for example local tourist tax, transit log, etc.). The Intermediary provides a fee-group type on the website which makes obvious for the Client that he/she/it has to pay these fees directly to the Charterer. The Charterer's responsibility is to list the fees properly.

Charterer has the right to change the rental fee concerning future rentals at any time. Such fee changes will not affect any bookings made prior to the effective date of the fee change.

Depending on which country's citizen the Client, or in which country the Charterer is registered in, different legal regulations can concern the right of cancellation on the side of the Client. The Charterer is obliged to determine, whether the relevant law allows the Client to cancel the reservation, or not. Charterer accepts that the Intermediary is not obliged to study each country's legal regulations, and also not responsible for those legal regulations; and therefore in such case is not obliged to give back the commission, even if the Charterer has to pay back the rental fee to the Client.

Charterers have to provide information in the listing or in the General Rental Agreement about their cancellation policy.

## **6. The renting (and reservation) process**

The Client selects the desired boat on the Website, selects the Extra Services, accepts the General Terms of Use and Privacy Policy of the Intermediary and give his/her name and contact details. After this, the Client has to accept the General Rental Agreement uploaded earlier by the Charterer. **By accepting the General Rental Agreement, the Client enters into a contract with the Charterer,** resulting with the obligation to pay the rental price on the side of the Client, and with the obligation of providing the boat in the selected time period on the side of the Charterer.

After the acceptance of the General Rental Agreement, the Client will pay the rental fee (and the fee for the selected Extra Services) via bank card with the help a third-party payment service provider or via bank transfer.

**The Intermediary will take its commission from the fee paid by the Client.** The third-party payment service provider will also take its fee from the amount paid by the Client in case of bank card payments.

**After taking the Intermediary's fee and the third-party payment service provider's fee from it, the Intermediary will arrange to forward the remaining amount of the rental fee directly to the bank account of the Charterer.**

The listings on the Website show the prices in EUR currency. If the rental fee expected by the Charterer is in a different currency (the bank account of the Charterer is held in a different currency), than money exchange fees can occur on the part of the banks. Intermediary is not responsible for the money exchange fees calculated by the banks, and these exchange fees cannot reduce the amount of the commission of the Intermediary.

**Payment in details:** The Charterer can provide the option for the Clients to pay in multiple instalments. The first instalment (which is called as Prepayment on the Website) will be paid through the Website, using the third-party payment service provider in case of bank card payments, and the later instalment(s) are to be paid according to the General Rental Agreement or the listing.

At the end of a renting process, the Charterer will get an automatic message about the boat being booked. The message contains the identifiers of the rented boat, the Client's name, phone number and email address, and the selected time period. The Charterer is obliged to check within 48 hours whether the boat is really available at the selected time period or not. If the boat is really available at the selected time period, then the Charterer shall inform the Client and the Intermediary about it. No fees can be collected from the Client before the Charterer informs the Intermediary that the boat is really available at the selected time period.

If the selected boat becomes unavailable at the given time period for any reason after the booking is already accepted by the Charterer, then the Charterer is obliged to give at least one of the following alternatives:

- offer a similar or higher category boat for the same (or similar) time period,
- offer the same boat for a different time period,
- if none of the above possibilities are acceptable by the Client, the Charterer has to give back the rental fee to the Client (in this case, since the Intermediary is not responsible for the non-availability of the boat, the Intermediary can keep the commission).

The Charterer is obliged to provide all the necessary information for the Client prior (in a timely manner) to the rental period and welcome the Client at the beginning of the rental period and provide the boat for the rental period.

If Charterer cancels a confirmed booking, the Client shall receive a full refund of the already paid total fees (including fees of Extra Services and taxes as well) for such booking. The Intermediary is not obliged to give back the commission to the Charterer, if it decides to cancel a confirmed booking.

If the booking is cancelled because of any cause, the Parties cooperate to ensure the Client receives the full refund; in order to the cooperation, the Charterer is obliged to immediately transfer the total sum of the already paid fees (including the rental fee, the fees of the Extra Services, the amount of the

applicable taxes, the amount of the commission of the Intermediary<sup>1</sup>, and – if it occurred – the fee of the third-party payment service provider, and any other element of the total fee already paid by the Client) to the bank account of the Intermediary. The Intermediary is obliged to immediately transfer the received total fee to the Client's bank account. The Intermediary sends its bank receipt about the Client's refund to the Charterer as soon as the receipt is available. The Charterer has to require from the Client its bank account number, and has to send this information to the Intermediary.

## **7. Commission**

**Commission for the intermediary service is net 8 % (eight point zero percent) of the total fee** (including the rental fee, the fees for any selected Extra Services, and the paid applicable taxes). (This commission stays net 5% (five point zero percent) for those Charterers, who had their boat or boats launched on our site before 31<sup>st</sup> December 2021, so they have to consider 5% where the present GTC mentions 8% for commission fee.)

If a Charterer is registered in Austria, or in a country which is not member of the European Economic Area, it also has to pay the VAT of the commission to the Intermediary.

The possible fees of the banks and – in case of payments made via bank cards – the fee of the third-party payment service provider are not part of the above mentioned 8%, and these costs will be calculated separately and above of the mentioned 8% commission of the Intermediary.

The amount of the fee of the third-party payment service provider is 2% (two point zero per cent) based on the amounts paid by the Clients via bank card, which will be taken from the rental fee, as stated above. In case the third-party payment service provider changes the amount of its fee, then the Intermediary is going to cover the changes, until the fee won't grow considerably above 2%. The Intermediary is not responsible for the amount or any changes of the third-party service provider's fee, but will provide evidence of the fee's percentage or measure, if it is required by the Charterer.

If the rental fee can be paid in instalments, than the commission is still calculated on the basis of the total fee, and the Intermediary will be entitled to take the whole commission from the first instalment collected by the Intermediary or by the third-party payment provider's service.

The Intermediary is not responsible and can keep the commission, in case

- a booking was already accepted by the Charterer, but the boat becomes unavailable for any reason at the rented time period which was shown previously available by the Charterer, and it cannot offer a similar or higher category boat for the same (or similar) time period /offer the same boat for a different time period /or none of the above possibilities are acceptable by the Client,
- the Charterer cancels the booking,
- the Client cancels the booking.

In case of vis major situation (including global pandemic, wars, rebels, natural catastrophes, etc.) occurs, and providing a boat at the rented period becomes impossible, or the majority of the Clients cancels the reservations because of the vis major situation; the Parties start negotiations about sharing some portion of the commission, in order to the fair treatment of the situation.

## **8. Disclaimer**

Charterer is alone responsible for identifying, understanding, and complying with all laws, rules and regulations that apply to its listing. Charterer is alone responsible for identifying and obtaining any required licenses, permits, or registrations for any services it offer.

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<sup>1</sup> The reason why the Charterer has to transfer back the commission is the following: the present GTC states that the Intermediary is not obliged to give back the commission. If the Charterer transfers back the total fee without the amount of the commission, either the Client wouldn't receive a full refund, just a partial refund without the amount of the commission; or the Intermediary should pay the amount of the commission to the Client, which would be contradictory to the rule that the Intermediary is not obliged to give back the commission.

A similar logic dictates that the Charterer has to transfer back – if it occurred – the amount of the fee of the third-party payment service provider.

The Intermediary is not responsible if the Client, any additional guests whom are also part of the booking, or any other person invited to the boat by them

- does not leave the boat in time at the end of the rental period,
- they became sick or injured during their stay on the boat,
- does any damage to the boat or any property on it,
- any of the mentioned persons using the boat for an illegal activity,
- if the Client uses the Services on behalf of another person or with the data of another person,
- if the Client provides his / her data inaccurately; or the Client does not notify the Intermediary or the Charterer of any change in his / her data,
- the Client modifies or cancels the booking.

The Intermediary excludes it's liability for the content of the listings of the Charterer (including but not limited to details of the boat, the port, the fees, the applicable taxes, other important circumstances, any inaccurate, misleading or untrue information or non-delivery of information etc.). Charterer solely responsible at all times for the accuracy, completeness and correctness of the information (including the rental price and availability) displayed on the Website.

Any disputes between the Client and the Charterer, including, but not limited to

- the condition of the rented boat or the Extra Services, or
- other activities of the Charterer, or
- the damages of the boat or any items on it, caused by the Client or additional guests or any person invited to the boat by them,
- using the rented boat for illegal activities,
- modification or cancellation of the renting by the Client,
- modification or cancellation of the renting by the Charterer, etc.

shall be resolved between the Client and the Charterer, without the involvement of the Intermediary.

The Intermediary does not guarantee that the Website operates without interruption or it is free from all errors and that - without the Intermediary's knowledge - it is not used by third parties for illegal purposes. At the same time, the Intermediary tries to remedy the temporary unavailability of the Website in the shortest possible time.

## **9. Intellectual properties**

The Website, including all associated intellectual property rights, is the exclusive property of the Intermediary and/or authorizing third-parties. It is forbidden to remove, alter or obscure any copyright, trademark, service mark or other proprietary rights notices incorporated in or accompanying the Website. The Charterer accepts that the Intermediary can use the listing as an advertisement on the internet without any fees paid to the Charterer for it.

## **10. Ratings and reviews on the Website**

Clients with client account can leave ratings / reviews about a rented boat or a Charterer from the first day of the rental period. Charterers are prohibited from manipulating the ratings and reviews system in any manner, such as instructing a third party to write a positive or negative review about a boat or Charterer. A Charterer manipulating the ratings and review system in favour of itself may face correction steps taken by the Intermediary.

## **11. Contact information**

Contact person on behalf of the Intermediary:

Name: Oleksandr Siladi  
Telephone: +436764600266  
Email: office@boatbooking.at

## **12. Term of the contractual relationship between the Parties based on the present GTC**

The contractual relationship is valid for an indefinite period from the date and time when the representative of the Charterer clicking on the „accept of this GTC” or similarly named button on the Intermediary’s Website. The Intermediary’s Website stores the exact date and time of that clicking.

Each Party may terminate the contractual relationship based on the present GTC at any time without giving reasons to do so, with a written notice to the other party. The termination period is one month, while bookings through the Website can still be made. Rentals and reservations made by Clients prior to the last day of the end of the contractual relationship shall be settled between the Parties according to this GTC.

Each Party can terminate the contractual relationship based on the present GTC with giving reasons to do so, with an immediate effect in case of the other Party’s serious breach of contract. Serious breach of contract can be, including, but not limited:

- if the Intermediary is not forwarding the rental fee (after taking the commission and the third-party payment service provider’s commission from it) for more than two weeks, without reasons outside of the Intermediary’s interest; or
- if the Charterer is repeatedly giving incorrect or misleading information in the listings, or about the availability of the boat(s) in the time periods; or cancelling repeatedly the bookings or not providing the boats in the booking period without a lawful basis to do so; or doing any kind of illegal activity, becoming a subject of a liquidation process, etc.

## **13. Applicable law and jurisdiction**

This GTC is governed by and construed in accordance with Austrian law. Parties agree on the exclusive jurisdiction of the Austrian court: Oberlandesgericht Wien

Telephone: +43 1 52152 0

Fax: +43 1 52152 3690

Address: 1011 Wien, Schmerlingplatz 11, Postfach 26, Austria

## **14. General provisions**

14.1. The representatives of the Parties state that they are entitled to enter into a business contract on behalf of the represented party.

14.2. If any provision of this GTC held to be invalid or unenforceable, such provision will be struck and will not affect the validity and enforceability of the remaining provisions.

14.3. Any party’s failure to enforce any right or provision in this GTC will not constitute a waiver of such right or provision. Except as expressly set forth in this GTC, the exercise by either party of any of its remedies under this GTC will be without prejudice to its other remedies under this GTC or otherwise permitted under law.

14.4. Amendment of the present GTC can be made unilaterally by the Intermediary. The Intermediary shall publish the modified GTC on the Website, 1 month before it enters into force. Rentals and reservations already made by Clients before the modification enters into force are not affected by the modification.

If the Charterer does not want to accept the modifications, he/she/it can terminate the contractual relationship based on the present GTC with a one-month termination period from the publication of the modification with a written notice to the Intermediary as stated above.