

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 Charters. This GTC is available at <https://boatbooking.at> in the corresponding menu round the clock.

By the representative of the Charter clicking on the „accept” button on the Intermediary’s Website, the Parties enters 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: Péter Tarjáni, CEO

2. Definitions

Charter 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 Charter intends to rent the boat(s) via the services of the Intermediary.

Parties means the Intermediary and the Charter 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 Charter’s own terms of booking their boats; these rules are defined unilaterally by the Charter. The Charter 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 Charter in addition to the rental of the boat (for example: securing a captain who will help the Client during her/his holiday, early check.in, surf desk, etc.)

3. The intermediary service

The Intermediary operates the Website, where the Charters or charters can advertise their boats for rent. Charters 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 Charter. The Intermediary acts (according to its name) solely as an intermediary between the Client and the Charter,** and not will be a party to or other participant in any contractual relationship between the Client and Charters.

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

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

4. Registration of the Charter

The Charter has to register itself first in the Website, before registering the boats. The Charter 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 Charter also has to provide the necessary data for the invoices of the Intermediary's commission. The Charter also has to provide a bank account number to which it expects to receive the rental fee. The Charter has to provide a contact person's name and availabilities (phone number, email address). **The Charter is always obliged to upload its own General Rental Agreement to Website, because Clients has to accept that before the booking.**

5. The listing of a boat

Charter will get a private access to the Website, which can be used to list the Charter's boat(s). The Charter 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 Charter also has to show the rental fee (including any applicable taxes, except for tourism taxes) and the fees for possible Extra Services which can be selected by the Clients, and the compulsory additional costs of the booking. The Charter also has to show the time periods when the boat is free for booking, and is **obliged to continuously update the availability information.** The Charter is specifically responsible to update the availability of the boat, if it was rented outside of the Website. The Charter accepts that the Intermediary can check the Charter and the data uploaded via public free or paid registers, or via other methods. If the Intermediary finds out that the data provided by Charter is inaccurate, it can correct the data, or call upon the Charter to correct the data, or if the Charter listed a boat without permission, the Intermediary can terminate the contractual relationship between the Parties based on the present GTC with immediate effect. Charters 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 its liability in case the Charter did not specify all applicable taxes. The amount of money serving the payment of taxes (except for local tourism taxes), which is collected by payment through the Website and the third-party payment service provider's website, is going to be sent to the Charter. It is the Charter's responsibility to pay the applicable taxes to the relevant tax authorities. Charter has the right to change the rental fee at any time, but obliged to modify the listing before the change becoming effective. 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 is, different regulations can concern the right of cancellation on the side of the Client. If the Client is a citizen of the European Union, and a consumer, she / he has the right to a 14-days long time period from the date of the reservation, during she/he can cancel the reservation without any reason giving to do, and she /he is entitled to require back the already paid rental fee. Charter has to comply with this regulation and any other applicable regulation depending on its registered country's applicable law. Charter accepts that the Intermediary is not responsible for those legal regulations and therefore is not obliged to give back the commission. Charters has to provide information in the listing, or in the General Rental Agreement about its 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 her/his name and contact details. After this, the Client has to accept the General Rental Agreement uploaded earlier by the Charter. **By accepting the General Rental Agreement, the Client enters into a contract with the Charter,** 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 Charter.

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

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.

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 Charter.

The listings on the Website shows the prices in EUR currency. If the rental fee expected by the Charter is in a different currency (the bank account of the Charter is held in a different currency), then 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: For certain bookings, Clients have the option to pay in multiple installments. The first installment will be payed through the Website, using the third-party payment service provider, and the later installment(s) are to be paid according to the General Rental Agreement or the listing.

At the end of a renting process, the Charter 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 e-mail adress, the status of payment (succesfull or not), and the selected time period. The Charter is obliged to (as soon as possible) check 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 Charter shall send a welcome message to the Client.

If the selected boat is already occupied at the given time period, then the Charter is obliged to give 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 Charter 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 Charter 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 Charter cancels a confirmed booking, the Client shall receive a full refund of the total fees (including fees of Extra Services and taxes as well) for such booking from the Charter.

7. Commission

Commission for the intermediary service is net 5 % (five point zero per cent) of the total fee (including the rental fee, the fees for any selected Extra Services, and the paid applicable taxes).

If a Charters 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 fee of the third-party payment service provider, and the possible exchange fees of the banks are not part of the above mentioned 5%, and these costs will be calculated separately and above of the mentioned 5% commission of the Intermediary.

The amount of the fee of the third-party payment service provider is 2% (two point zero per cent), which will be taken from the rental fee, as stated above. The Intermediary is going to cover the changes of the fee of the third-party payment service provider, until it does not 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 Charter.

If the rental fee can be paid in installments, then 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 installment paid through the Website with the third-party payment provider's service.

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

- the boat is not available at the rented time period which was shown previously available by the Charter, 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 Charter cancels the renting.

8. Disclaimer

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

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 her / his data inaccurately; or the Client does not notify the Intermediary or the Charter of any change in her / his data,
- the Client modifies or cancel the booking.

The Intermediary excludes its liability for the content of the listings of the Charter (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 nondelivery of information etc.). Charter 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 Charter, including, but not limited to

- the condition of the rented boat, or the Extra Services, or
- other activities of the Charter, 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 Charter, etc.

shall be resolved between the Client and the Charter, 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, are 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 Charter accepts that the Intermediary can use the listing as an advertisement on the internet without any fees paid to the Charter for it.

10. Ratings and reviews on the Website

Clients with client account can leave ratings / reviews about a rented boat or a Charter after the end of the rental period. Charters 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 Charter. A Charter 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: Péter Tarjáni
Telephone: +436764600266
e-mail: 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 Charter 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, with a written notice to the other party. The termination period is one month, while bookings through the Website can still be made. Rentings 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 Charter 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

Telefon: +43 1 52152 0

Fax: +43 1 52152 3690

Adress: 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, 2 months before it enters into force. Rentings and reservations already made by Clients before the modification enters into force are not affected by the modification.

If the Charter does not want to accept the modifications, she/he/it can terminate the contractual relationship based on the present GTC with a one-month termination period as stated above.

14.5. Client and Charterer acknowledges that any information related to the contract, the database itself is the property of the Intermediary, Client and Charterer shall keep a secret of, and shall not disclose or divulge to any third party, also shall not copy or otherwise use them for any purposes