

Terms and Conditions

Lessor: Lions Production kft (Address: 1055 Budapest Stollár Béla utca 18.5. Em.3., Tax number: 26642990-2-41), a legal entity registered in Hungary according to the rules of Hungarian Company Law, which concludes a contract with the Lessee.

Lessee: An adult person who is able to act in accordance with the rules of Hungarian civil law, who has had the necessary ICC license for at least one year and who is not prevented or restricted from conducting his affairs and validly concludes a written contract with the Lessor by signing the contract.

Boat (ICC) license: Qualification as defined in the 15/2001. (IV.27.) KöVIM Decree and the relevant legislation, which is accepted by the inspection authorities to operate the boat.

The Boat: Sea Ray 210 SPX, which is the property of the Lessor or the Lessor is entitled to lease it on the basis of another legal relationship.

Contract: A document containing specific information (including contact information), statements, rent, payment information, the exact duration of the lease, and other variable terms and conditions related to these general terms and conditions.

I. Subject of service

1.1 These General Terms and Conditions apply to the charter of the boat operated by the Lessor for a specified period of time and form an integral part of the agreement.

1.2 The Lessor will publish the current rental tariff of the boat on the www.bareboatbudapest.hu website, or in other ways.

1.3 Details listed in the booking system on the lessor's website is for information purposes only and does not constitute a specific offer. The contract is concluded between the parties if the Lessee clearly indicates in writing to the Lessor that he accepts his offer under the Contract. The Lessor excludes liability for the non-concluded contract.

1.4 In case of booking online, the offer is valid only and exclusively together with the Lessor's written confirmation. In all cases, the Lessee must confirm the written offer made by the Lessor by writing to the Lessor within 24 hours from the date of making the offer. In case of delay (over 24 hours) and in the absence of written confirmation, the Lessee's reservation will be canceled from the system and the relevant period will be indicated in the online calendar as resaleable.

1.5 The Lessor shall not be liable for any delay, error or non-performance that can be traced back to the data incorrectly provided by the Lessee. Modification of data concerning an active order is valid confirmed in writing by the Lessor.

1.6 People participating in the operation of the boat or entering the boat as a passenger must not be intoxicated.

With regards to these terms and conditions, the Lessee is obliged to fill in and sign an objective liability statement as part of the Lease Agreement in order for the Agreement to be valid, in which the personal data of the Lessee and the required Agreement are accurately recorded. The Lessee gives his unrestricted consent to the processing and, if necessary, the use of the data provided to the Lessor in connection with the Contract.

1.7 The Lessor shall make the boat available to the Lessee in a clean condition suitable for its intended use, in working order, and with all its accessories. At the end of the charter period, the Lessee is obliged to hand over the Boat to the Lessor at the port of acceptance in accordance with its condition at the time of acceptance.

1.8 Upon the transfer of the Boat, the Lessor receives a security deposit of HUF **150,000** from the Lessee, which is returned to the Lessee at the end of the rental period, provided that no damage has been caused to the boat, its accessories, technical or aesthetic condition. If any damage occurs to the Boat or its accessories during the use of the Lessee, the liability shall be borne solely and exclusively by the Lessee. The Lessee is released from liability if he proves that he is not responsible for the damage and at the same time designates the responsible person and proves his responsibility

II. Content of the service.

2.1 The lessee may use the boat for his own purposes, sightseeing and recreational purposes on the Budapest section of the Danube during the rental period, in compliance with the navigation rules valid there.

2.2 The Lessee may not transfer the vessel for the use of a 3rd person, except for an authorized second driver, who may be specified in the Contract and who meets the conditions applicable to the Lessee. the Lessor charges a separate fee for licensing the co-driver.

2.3 The Lessee may not use the Boat for racing or economic activity.

2.4 In the event of an accident (water accident) or technical problem, the Lessee shall immediately take all necessary measures to eliminate the danger to human life, physical integrity or health and to mitigate the damage caused to the Ship. Moreover, he shall immediately notify the competent authorities as well as the Lessor, taking into account the nature of the problem, describing the situation and listing the necessary measures taken so far. In the event of a shipwreck or accident or other damage, the Lessee is obliged to make a short record of the events and to request a certificate from the police station, doctor or other official body.

2.5 The costs of any life and / or technical rescue shall be borne by the Lessee in all cases until the situation is clarified. The Lessee shall bear the burden of proving that the Lessee is not responsible for the costs, with the name of the responsible person and the obligation to prove his responsibility.

2.6 The Lessee is obliged to handle the Boat carefully in the manner expected of him.

2.7 If the Lessee requires the services of a skipper, then the Lessor shall provide the Lessee with the availability of a skipper to the extent of his free capacity for a fee specified in the respective price list.

2.8 The Lessee shall be liable for any violations of the rules and crimes committed with the boat, for which he may be held liable even after the expiration of the Lease Period.

2.9 The conclusion of the charter agreement presupposes on the part of the Lessee the theoretical and practical knowledge of the rules and practices applicable to a given body of water knowledge of which the Lessor is not obliged, in addition to having a small boat (ICC) driver's license, but entitled to ascertain. The Lessee shall be liable for damages resulting from insufficient practical knowledge without any limitation, or, in the event of deficiencies in the knowledge of the relevant rules or in the knowledge of the vessel detected by the Lessor, the Lessor shall be entitled to refuse to enter into the Contract.

III. Responsibilities:

3.1 In the case of an accident, the Lessor cannot be held responsible upon any possible damage or injury caused to the Lessee's physical health and financial goods. During the contract, only the Lessee (Boat's captain) can be held responsible for the safety of the passengers and their belongings. Lessee acknowledges that the consumption of alcoholic beverages while driving the boat is severely banned on the territory of Hungary. Due to the zero intolerance policy, the Boat's Captain cannot be in a state of ebriaty.

3.2 Lessor states that the Boat has a signed a liability insurance and comprehensive insurance, however the comprehensive insurance does not cover damages caused outside the hull (body of the ship), or the possible damage caused to the passenger's belongings and valuables. In the case of a damage report, the insurance downpayment will be subtracted from the caution amount. If the insurance does not cover the caused damage, the Lessor will be granted the amount needed from the Lessee's downpayment. Lessee is bound to agree to the payment of the total amount that covers the caused damage. Lessor is empowered to estimate the price of the caused damage. The only exception when the Lessor's judgement should be questioned is when the Lessor estimates a price way above market value. In this exception, proving the right amount of the damage caused is the Lessee's responsibility. Besides the above exception, the Lessee is not empowered to question the amount specified by the Lessor. Lessee is empowered to be alerted of the estimated amount, only if the Lessee does not question the estimated amount. If the Lessee does not pay the amount that covers the damage caused, the Lessor is empowered to withdraw this amount from the downpayment. Lessor is obliged to provide a settlement of accounts to the Lessee, after which Lessor is empowered to charge another claim against or to pay back a certain amount back to the lessee.

3.3 Lessor excludes the chance of the responsibility of a third party or the consequence of a vis maior force.

3.4 In every case, besides the lease document, Lessee is provided with an objective responsibility agreement. The lease is only valid if this agreement is signed. The agreement has to conclude the exact starting and ending date of the Boat rental. The responsibility of the Lessor expands throughout this period, and held accountable for in the eyes of the authorities.

3.5 Damages caused due to non professional usage of the Boat is the responsibility of the Lessee.

3.6 In the case of boat damage during the rental period, Lessor cannot be obliged to provide a spare boat, only if Lessor has the free capacity to provide one. The absence of a spare boat does not qualify as a violation of the contract.

3.7 If the Lessor does not have the capacity to provide a spare boat, with mutual agreement, the parties are entitled to modify the rental period, or the Lessee is empowered to break the rental contract and is entitled to get a refund.

3.8 In the case of any boat damage due Lessee's omission or demeanor, the cost of the repairs are the Lessee's obligation. Regarding the reparation of the boat, Lessor is empowered to estimate the price of the caused damage. The only exception, when the Lessor's judgement should be held questioned is when the Lessor estimates a price way above market value. In this exception, proving the right amount of the damage caused is the Lessee's responsibility. Besides the above exception, the Lessee is not empowered to question the amount specified by the Lessor. Lessee is empowered to be alerted of the estimated amount, only if the Lessee does not question the estimated amount.

3.9 If the Lessee does not pay the amount that covers the repairment costs, the Lessor is empowered to withdraw this amount from the downpayment. Lessor is obliged to provide a settlement of accounts to the Lessee, after which Lessor is empowered to charge another claim against or to pay back a certain amount back to the lessee.

3.10 Furthermore, in the case of any other boat damage or financial damage caused to the Lessor, due to Lessee's omission or demeanor, the costs are the Lessee's obligation.

3.11 It is the Lessee's obligation to prove any damage or injury that may have occurred due to unexpected reasons, which weren't foreseen when signing the lease document or reasons which weren't due to Lessee's scope of activities.

IV. Maintenance, dismissal

4.1 The lease document is signed between the two parties fix-term. The Lessee is not empowered to break this contract. The only exception concerning this matter is if the boat's proper use proves to be inefficient. This reason does not concern the Lessee.

4.2 Lessor is empowered to desist from the contract with immediate effect, if the Lessee does not pay the total amount of the rental fee and/or the caution fee prior to the boat rental. Desistance of the Lessor is also valid verbally proclaimed.

4.3 If the Lessee decides to book in advance, the Lessee is obliged to pay the rental fee's ___% until a certain date written in the offer. Lessee is obliged to pay ___% of the remaining rental fee as an advance. Parties state that in case of advanced booking, Lessee is not empowered to desist the contract or the booking ___ days prior to the booking period. After signing the contract, Lessee cannot desist the contract or cancel the booking concerning this period. If the Lessee does not show up as in the agreed appointment to take over the boat or does not agree to the present terms and conditions and the present contract, Lessor is empowered to cancel the contract or the booking and to keep the advanced booking fee as a severance payment.

V. Weather Conditions

5.1 Under the weather guarantee, the Lessor undertakes to ensure that in case of bad weather conditions (rain, high winds, temperatures below 18 degrees Celsius) bookings can be rescheduled based on the Lessor's free capacity. Lack of capacity does not constitute a breach of contract by the Lessor. In view of any unexpected weather conditions, the Lessee is not entitled to withdraw from the rental intention or the Contract. However, in the event of an official decision prohibiting the operation of the Vessel on the entire Budapest section of the Danube due to weather conditions or other extraordinary events, the Agreement of the parties i) if it

occurs before the start of the charter shall be considered automatically terminated and ii) is automatically terminated and the Lessee shall pay a pro rata rent for the time used (if any), in excess of which the rent paid shall be refunded.

VI. Fuel

Lessor acknowledges that the fuel is included in the price of the rental and hands over the boat with a full tank, which must be returned by the Lessee in the same way at the end of the charter period. If the return is not made with a full tank, the Lessor will charge the Lessee afterwards.

VII. Other provisions

7.1 The invalidity of any provision of this Agreement shall not affect the validity of the other provisions. An invalid clause should be replaced by a valid provision that best meets the economic meaning and purpose of the invalid provision.

7.2 The Lessor is entitled to unilaterally amend these general terms and conditions at any time. Any changes will take effect at the same time as they appear on the website <http://bareboatbudapest.hu>.

7.3 In matters not regulated in these general terms and conditions, Hungarian law, and the Civil Code in particular, prevail at all times. In case of legal disputes, the Central District Court of Pest has exclusive jurisdiction.