

Terms and Conditions of Agreement

Preamble

It is in accordance with §3 of Resolution 261/3 November 2008 of the Hungarian Government regulating the terms and conditions of passenger transport by water, hereafter to be referred to as the TCPTW, that the Terms and Conditions of Agreement below, hereafter to be referred to as the TCA, regulates any legal agreement between GALAMBOS SÁNDOR E.V. and all the parties, joined together pertaining to passenger transport by water, the latter hereafter to be referred to as the Passenger.

GALAMBOS SÁNDOR E.V., by definition, is a navigation business which renders passenger transport service aboard a so-called pontoon boat for a maximum of 12 passengers and with a crew of 2.

Defining Rules and Regulations

1. The Passenger is an individual travelling aboard the water-borne vehicle, the pontoon boat, the person being excluding the crew, and not engaged or employed aboard the boat in keeping with an employment contract.
2. A navigation business is a profit-oriented navigational organization.
3. Passenger transport, by definition, is the transporting of passengers by water in exchange for a fee.

I. The Signing of the Agreement

- 1.1 A legal agreement regulated by the TCA will be signed, as a result of online or in-person ordering, by the parties, in accordance with the following terms and conditions:

The Passenger has ordered the service to be rendered by GALAMBOS SÁNDOR E.V. in writing, e.g. by email, the receipt of which order will be acknowledged by GALAMBOS SÁNDOR E.V. in writing, e.g. by email (Booking-§4 of the TCA).

The Passenger has paid in cash or transferred the fee in exchange for travel to GALAMBOS SÁNDOR E.V. at the port of embarkation or at the office of one of GALAMBOS SÁNDOR E.V.'s partners, at a hotel or at a travel agency.

II. Booking

- 2.1 The fee in return for the service can be paid in cash, by debit card or by bank transfer. It is on payment of a deposit, down payment, that the booking will become effective.

2.2 The individual effecting the booking shall specify the time and date for travel, the names of the passengers involved therein, as well as the address, e.g email address and/or telephone number, of the person placing the order.

2.2.1. On receipt of the data referred to above, GALAMBOS SÁNDOR E.V., by its Customer Service, acknowledges receipt of the booking in writing within 12 hours.

2.3 In the event that there is no acknowledgement of receipt by GALAMBOS SÁNDOR E.V., no legal agreement will be signed by and between the parties.

2.4 The Passenger will have the right to modify the booking free of charge and 48 hours at the latest prior to the beginning of travel.

2.5 In the event that a third party orders the service to be rendered by GALAMBOS SÁNDOR E.V., GALAMBOS SÁNDOR E.V. will sign a legal agreement with that third party and will conduct no inspection to see whether the third party legally represents the Passenger on whose behalf the booking has been effected.

III. Rights and Duties of the Parties

3.1 Rights and Duties of GALAMBOS SÁNDOR E.V.

3.1.1 Providing that the Passenger qualifies for the service and that the Passenger has proof thereof, GALAMBOS SÁNDOR E.V. will render the service, i.e. making the boat available and suitable for the service at the stipulated location, time and date, and transporting the Passenger to the agreed-on destination safely and in keeping with the TCA.

3.1.2 Causes Excluding Travel

A circumstance preventing passenger transport, for which circumstance the Passenger can be held accountable. In such a case, the captain of the boat will have the right to refuse embarkation to the Passenger.

Passenger transport is prevented by a circumstance beyond human control, such as a force majeure or an act of God.

3.1.3 In the event that the boat's captain or crew notice the fact that human life is endangered at water, the former will come to the aid and rescue of the latter.

3.2 Rights and Duties of the Passenger

3.2.1 It is by and on proving payment for the service that the Passenger will become eligible for the service to be rendered by GALAMBOS SÁNDOR E.V.. For any loss resulting from failure to comply with the above piece of terms and conditions, GALAMBOS SÁNDOR E.V. shall not be held accountable.

3.2.2 The Passenger and his/her escorts will have the right to exclusively enter the section of the port made available for them. Individuals excluded from passenger transport shall not enter the port and such persons shall not transport any objects excluded from passenger transport into the same port.

3.2.3 The Passenger will be entitled to exclusively walk on the port bridge or walking-board leading to the boat in the event that the boat's crew have cleared it.

3.2.4 Any activities disturbing the remainder of the passengers at the port and aboard shall not be permitted, and, likewise, any activities interfering with the work of the port and/or the boat's crew shall not be allowed.

3.2.5 No dirtying, polluting, infecting or damaging to the detriment of the port or the boat, including the equipment of the latter, shall be permitted. Any person that engages in any of the acts cited above shall be held accountable and shall subsequently repair the loss and/or damage that he/she has caused.

- 3.2.6 Opening the boat's barrier or door shall be prohibited and no sitting on the boat's barrier shall be allowed.
- 3.2.7 On embarkation, the Passenger shall abide by all the instructions as to law and order as well as safety and security, as pronounced by the boat's captain and crew.
- 3.2.8 Exclusion of the Passenger from Travel

In accordance with Title 2 of §6 of the TCPTW, an individual satisfying any of the following conditions shall be prohibited from travel or can be excluded from travel:

Arriving at the port in a state of being heavily drunk.

Scandalising or disturbing the remainder of the passengers.

Committing a breach or posing a danger to the safety and security of traffic, to one's own and/or to the other passengers' welfare, as well as to the boat's intactness, including the equipment thereof.

Failure to comply with the rest of rules and regulations as to the passengers' conduct.

Satisfying other cases set forth by the TCPTW as causes for exclusion from travel.

- 3.2.9 The Passenger so excluded from travel shall not lay claim to compensation for loss of fare or another fee or other fees. If the above causes should apply, the boat's captain will have the right to cause the Passenger to disembark at the closest port subsequent to the outset of the trip.
- 3.2.10 Neither persons incapacitated by sickness or disease nor children under 14 years of age shall travel on board unless escorted by another individual or other individuals.
- 3.2.11 If the Passenger should suffer an accident while riding aboard, he or she will be transported by GALAMBOS SÁNDOR E.V. to the nearest port where the Passenger injured will be duly treated for his or her injuries.

IV. Accountability, Indemnity and Compensation

- 4.1 GALAMBOS SÁNDOR E.V. expressly disclaims all accountability for any injuries as a result of accidents to persons, as well as refuses to assume responsibility for damage to objects due to accidents on the port bridge and/or on the walking-board, these being cases of slipping or falling into the water as both the port bridge and the walking-board are inherently slippery and dangerous to walk on.
- 4.2 GALAMBOS SÁNDOR E.V. ensures accident insurance for all the passengers travelling aboard. Accordingly, if the need should arise, the insurer will compensate those insured for any injuries that they have suffered while embarking, disembarking and/or sailing aboard.
- 4.3 The Passenger shall be held accountable for any damage that he or she has caused to GALAMBOS SÁNDOR E.V., i.e. the boat, the equipment thereof included, with his or her conduct and/or with any object(s), luggage and/or pet(s) in his or her possession.
- 4.4 The lessor of the port will be held accountable for any damage arising from accidents at the port of embarkation provided that the damage is a result of the lessor's wrong action.
- 4.5 GALAMBOS SÁNDOR E.V. shall not be held accountable for any loss of or damage or injuries to hand luggage, luggage or pets in the possession of the Passenger at any of the ports involved in travel.

V. Cancellation

- 5.1 The Passenger will be entitled to cancel travel without having to pay any extra charge to be levied by GALAMBOS SÁNDOR E.V. 48 hours at the latest prior to travel. Accordingly, the deposit, or down payment, paid by the Passenger will be refunded to the Same. In the event of cancellation later than the stipulated deadline, the said deposit will not be refunded to the Passenger.
- 5.2 Naturally, if extreme and inclement weather conditions should adversely affect the enjoyment of travel by the Passenger, the Passenger will be entitled to cancel travel 3 hours prior to the outset thereof. If that should be the case, the deposit will be refunded to the Passenger. The following weather conditions, however, are not to be classified as extreme and inclement: drizzling rain, at once overcast and dry skies, and temperature which is not 15 Degrees Celsius lower than the average temperature of the given period measured for many years.

VI. Data Protection

- 6.1 The Passenger shall agree to concede his or her personal particulars for processing by GALAMBOS SÁNDOR E.V.. Furthermore, GALAMBOS SÁNDOR E.V. shall comply with all rules and regulations in force pertaining to the protection of the Passenger's personal particulars.
- 6.2 The Passenger shall clearly authorise GALAMBOS SÁNDOR E.V. to send him or her business offers either by email or by post.

VII. Other Rules and Regulations

7.1 Filing Complaints

All complaints shall be filed in writing within 48 hours of the end of travel, addressed to GALAMBOS SÁNDOR E.V. . Failure to abide by the deadline will result in complaint invalidation.

- 7.2 Any remarks, as part of a complaint, can be made in writing to the crew of the boat immediately before, over or subsequent to travel.

7.3 Applicable Law

The law applying to any agreement between the parties will be, exclusively, the Hungarian Law. Accordingly, to all cases outside the competence of the present TCA, there apply Act V/2013 of the Hungarian Civil Code, Act XLII/2000 on Water Transport in Hungary, Hungarian Government Resolution 261/3 November 2008 on Passenger Transport by Water, as well as other laws effective in Hungary.

7.4 Legal Disputes

In the event of a legal dispute arising between the parties, those involved therein will do their utmost to settle the dispute out of court of law. Should there be a failure to do so on their part, they will resort to legal action, exclusively in the competence of the 2nd-3rd District Court of Budapest.

7.5 Normative Language

The present TCA has been prepared in both the Hungarian and the English languages. If there should arise a legal dispute between the parties regarding interpretation of the

TCA, the Hungarian-language version will have precedence over the English-language version.

7.6 Accessibility of This Document to the Public

The present TCA can be viewed at www.budapestboat.com.

7.7 Effectiveness

This TCA takes effect on 1 May 2016.
