

# **General terms and conditions**

These terms and conditions are valid for all direct and indirect, online and phone services. Accessing, browsing, using and booking via our website you acknowledge that you have read and understood below conditions and separate privacy policy and you accept them.

The website, its pages, the content, the structure and the online booking service (",service") is the property of WindWave Kft. (",bookaboat.hu", ",bookaboat.eu", ",bookaboat site", ",company").

#### 1. Services

Through our website WindWave Kft is providing an internet-based interface for owners to promote their boats, sailboats, motor yachts ("boats") and make available for booking by visitors of our site. Our company also provides interface for companies providing courses (inland sailing course, marine sailing course, etc.) to promote their courses and make available to apply. Booking a boat or applying for a course you enter a direct contracted relationship (legally obliged) with the lessor of the boat or organizer of the course. The details of the governing contracts are always available on the page of the selected boat or course. From the moment you booked a service our company acts as a broker, e,g. sharing your contacts with the lessor or organizer and confirming your booking or application in the name of the lessor or organizer.

Information shared during our services are coming from the lessors. The lessors receive direct access to our site and where they modify the details of the boats and courses including prices being fully aware of their responsibility. Our company does its best to serve without mistakes but we cannot guarantee that all shared information is exact and complete therefore does not take the responsibility for occurring mistakes, temporary unavailability of the website, inaccurate, misleading, false or missing information. Always the lessors and organizers are responsible for the accuracy, completeness and the reality of the shared information (including boats and prices). Our website is not serving and not suggesting any particular boat or course.

Our services can be used only for personal use, not for retail. Therefore re-selling, copying, using, monitoring, downloading of the content, software, information, products or services shared on our website for commercial or competitive activity is not allowed.

## 2. Pricing

All share prices on the website are for full time spent on the boat and includes VAT, unless is spelled out differently on the webpage or in the confirmation email.

In certain cases boats can be booked on our website for lower prices linked to special requirement from the lessor. Please read carefully these requirements prior booking.

## 3. Security



bookaboat.hu obeys to high ethical standards and respects your privacy. By law, authorities should have an access to all data, e.g. in case of criminal examinations, as well, lessors or course organizers should have access to your shared name and contact information after successful booking. Beyond these services we are not sharing any of your data with any 3rd party without your approval. Please see also our privacy policy.

#### 4. Gratuity

Our services are free of charge. No extra charge or commission fee is added to rental of booking fees, in case of credit card payment only the booking fee is charged to your card.

## 5. Credit card

Credit card or bank card data is only required by secured webpage of the bank managing our card payments therefore we don't receive nor store your card data and never ask for it.

In case of fraud or misuse of your card most banks cover your total loss, while in some cases the bank requires a minimum contribution up to 50 eur. In case you face a transaction made on our website without your permission and the bank requires max.50eur contribution from you please let us know immediately via email (info@bookaboat.hu) and we reimburse you. Reimbursement is made only if the reservation is made on our site and the fraudulent usage is a result of our mistake or fault and not the mistake of yours.

## 6. Cancellation

During booking you accept and agree to the cancellation and no-show conditions of the lessor or organizer and any other regulation and condition required by the lessor in the rental contract or course contract. General cancellation procedures and conditions are shared as part of the rental contract the webpage of the selected boat or course. Please study it carefully prior booking.

In case you want to review, change or cancel your booking please read through the rental contract of the boat or your confirmation email and follow the procedures described there. Please note you may be asked to pay for the cancellation or your booking prepayment might be lost.

## 7. Additional conditions

With the booking you allow us to send you an email prior the starting date of your rent or course which contains details of your rented boat or selected course and other services related to your booking (including 3rd party offers if you requested). You also allow us to ask anonymous feedback after your rental period about the boat, the lessor and the service overall. Giving feedback you allow us to share your feedback on our website related to the respective boat or service in order to ease the decision for upcoming visitors. We reserve the



rights for withholding and removing feedbacks. Beyond confirmation, reminder and feedback email you do not receive any other promotional offer unless you asked for it.

## 8. Disclaimer

Our company takes responsibility only for those claims which you paid or suffered and caused by the mistake or fault of our service. The maximum amount of our responsibility cannot be higher the amount you paid for the booking.

Beyond that our company, our employees, representatives and partners do not take responsibility for any special loss, for any inaccurate information, for any services made or products sold by lessors or organizers, for any loss or cost occurred by using our website or delayed response of our site, for any personal damage, injury, death, loss, cost occurred by the fault of the lessor or organizer, for any loss or damage caused by weather or water circumstances.

#### 9. Other

If not stated differently all content, materials, websites and software on the website or shared during the usage of our services are the properties of WindWave Kft.

All conditions, rules and processes to use our services are set up based on Hungarian legislation and must be handled accordingly. Any unresolved issue related to these rules and conditions can be taken to only to respective court in Hungary.

In case both lessor or organizer and visitor or client are from Hungary the Hungarian terms and conditions are applicable. In any other case the English version is applicable while terms and conditions can be available in other languages for information. In case of any issue or potential misalignment of different versions always the English version is applicable which can be found on the website or can be sent via email upon request.

Any of these terms and conditions are invalid, obsolete or not applicable, all other terms and conditions will remain applicable.

## **10. About WindWave Kft.**

All services are provided by WindWave Kft., limited liability company, registered according to Hungarian low. Headquarter: H-8172 Balatonkenese, Hosszúmező u. 18., registration number: 19-09-519250.

Enjoy and have a fair wind!

bookaboat team