

Contractual transport conditions for Bevents clients

Bevents is a service intermediary between the carrier and the client. The client means the passenger or the cruise organiser. Carrier means the entity that transports the client according to the agreed order.

1. Forms and possibilities of concluding a contract of carriage:

a/In case of a prior order by the passenger or the organizer of the cruise:

By signing up, the passenger or the organizer offers to conclude a contract of carriage with Bevents. The application can be made verbally, by telephone, by email, by the online booking system or in writing. The order is placed by the applicant simultaneously for all participants listed in the order. The execution of the transport contract only takes place upon acceptance of the contract by Bevents. If the passenger or the organizer of the transport requires special care or assistance during the transport, he/she is obliged to notify the carrier of this fact already at the time of ordering.

2. b/Without prior booking - by boarding the ship:

The conclusion of the contract of carriage between passengers in regular or irregular carriage or without prior booking and Bevents always takes place by the passenger's boarding the ship, on the basis of a call or instruction from the carrier's employees. The fact that the ticket was sold by the carrier to the passenger is not decisive for the conclusion of the contract.

3. Payment of faresThe price

for the boat trip and other services ordered is payable 30 days before departure in the case of previous orders, or within five working days in the case of shorter periods, but no later than one day before the scheduled departure. Regular cruise passengers and passengers without prior booking are obliged to pay the advertised price, in agreement with the person representing Bevents, on board the ship. Each passenger is obliged to obtain a valid ticket, which he/she is obliged to present upon request of an authorised person until the end of the carriage. In case the passenger has purchased a regular cruise ticket in advance, he/she is obliged to present this ticket at the boarding pier. A passenger who fails to present a valid ticket at the check shall be liable to pay a penalty of four times the highest fare for the carriage of individual passengers.

4. Passenger regulationsPassengers

are required to be ready for transport 10 minutes before the boat departs. In the event that a passenger violates the instructions of a carrier's employee, the passenger is liable for the damage so caused.

Passengers are expressly forbidden to enter the captain's bridge, engine room or other areas closed to passengers. The passenger shall be liable for any damage caused by failure to comply with the law, these General Conditions of Carriage and the instructions of the carrier's staff, except for damage caused by incorrect instructions of the carrier's staff.

5. Persons entering a port facility or a ship are obliged to comply with the provisions of these Conditions of Contract of Carriage for the voyage when embarking, throughout their stay on the ship and when disembarking. They shall obey the instructions given by the crew and crew members in the interests of the safety of persons and navigation. They are also obliged to comply with the generally applicable regulations laid down in

FMD Decree No. 344/1991 Coll., which issues the Navigation Safety Regulations for Inland Waterways of the Czech Republic, as amended.

6. Passengers with a valid ticket are entitled to transport only if the boat is not fully occupied. The captain and the ship's staff decide on the occupancy of the ship. The carriage of children under 6 years of age without a person over 15 years of age is prohibited. Persons who violate the Contractual Conditions of Carriage are obliged to leave the ship at the next stop, without refund of the fare already paid or penalty.
7. Passengers are obliged to purchase a ticket at the latest when boarding the ship.
8. It is forbidden to bring on board substances that could pollute the ship and the environment or cause damage or injury to other passengers. Carrying flammable and heating gases on board is strictly prohibited! Dogs may only be transported with a secure, fitted muzzle and when kept on a short leash. Approval for the carriage of luggage, dogs and other items is the responsibility of the ship's captain.
9. There is a no smoking policy on board. Passengers are only allowed on the parts of the deck and in the areas of the ship reserved for them. It is forbidden to enter the engine room, bow and stern of the boat! Boarding and disembarking the ship is only permitted through the crew-operated entrance.
10. Access to the gangway and to the embarkation and disembarkation areas is permitted only for the purpose of embarkation and disembarkation. Access to the gangway, including the gangway, is only permitted after the ship has landed safely, the ship has been unloaded and the passengers have disembarked. It is strictly forbidden to enter the gangway before landing or during a landing manoeuvre!
11. Each passenger is obliged to carry a valid ticket during his/her stay in the ship and when leaving the ship's facilities ashore. At the request of the control authority or the ship's crew, he/she shall present it for inspection. The control authority is an employee of the carrier or a person authorised by the carrier. A passenger without a valid ticket shall be obliged to pay a contractual penalty to the carrier in the amount of five times the basic fare or the type of cruise used by the passenger.
12. Passengers are only allowed on the parts of the deck and in the areas of the ship reserved for them. It is forbidden to enter the wheelhouse and service areas of the ship! Boarding and disembarking the ship is only allowed through the crew-operated entrance.
13. Delay or failure to make a scheduled journey is not a ground for payment of damages. The passenger is entitled to a refund of the unused fare if the journey could not be completed for reasons attributable to the carrier and if it is not possible to use another service at the same time.
14. The carrier reserves the right to change the timetable of regular sailings due to adverse water conditions. In the event of a sudden deterioration of the weather, in the event of a ban on sailing issued by an administrative authority or in the event of other force majeure, the carrier is entitled to cancel the ordered sailings, withdraw from the concluded contracts, stop the operation of regular and irregular transport.
15. For sailings on order, the carrier reserves the right to require a deposit of up to 100% of the order price. Orders are due for payment on the date stated on the invoice for

non-cash payments and in cash before the agreed date of the actual cruise. Failure to pay the deposit by the agreed date is grounds for cancellation of the order. Contractual interest on late payments is 0.5% of the amount due for each day.

16. On all cruises, even on chartered cruises, the client is liable for any damage caused to the carrier's equipment.
17. The contract of carriage conditions for the voyage include a price list, which is issued separately and is published on the Bevents website - www.bevents.cz.

18. **Luggage and dangerous goods, animals, finds**

Ordinary luggage, i.e. with dimensions not exceeding 50x30x20 cm, is considered hand luggage. The passenger is obliged to keep the hand luggage with him/her or in another suitable place designated by the carrier during the carriage. In the event of a breach of this obligation, the passenger shall be liable for any damage caused.

The carriage of explosive, inflammable or otherwise dangerous goods is expressly prohibited. Firearms and ammunition, and only in a secured condition, may only be carried by officially authorised persons during the period of carriage. Any passenger who violates this prohibition or who fails to comply with the captain's request to present his baggage for inspection may be immediately excluded from further carriage by the captain. It

is also prohibited to carry luggage or animals whose smell, size or sight is annoying to other passengers or which are unsuitable for carriage for other reasons.

The captain of the ship shall always decide on the suitability for transport. Dogs or other animals that are not otherwise secured (e.g. in crates) must be muzzled and secured on a short leash at all times during transport; other animals must be securely secured. The captain of the ship shall always decide on the correct securing.

In the event of an increased number of passengers, the skipper may exclude prams that cannot be folded; prams must always be stowed as instructed by the crew.

Found or lost items that are not claimed by the owner from the carrier within 14 days after the end of the carriage will be handed over by the carrier for safekeeping.

19. **Price changesThe carrier**

is entitled to unilaterally change the agreed prices at least 21 days before the commencement of the journey for reasons that could not have been foreseen in advance when the contract was concluded. These reasons include, in particular, changes in fuel prices, administrative or other charges, only if there is a time difference of more than 3 months between the delivery of the order confirmation and the expected start of the journey. The carrier is only entitled to increase the price of the carriage by the increased costs. If the price of the carriage is increased in this way by more than 10 % of the original price, the ordering party shall be entitled to withdraw from the concluded contract of carriage free of charge within 10 days from the date of receipt of the notification of the price increase.

20. **Withdrawal from the concluded contract of carriage concluded in advance and amendment of the contractThe Customer**

may cancel the pre-ordered carriage at any time before the commencement of the carriage, i.e. withdraw from the concluded contract of carriage. The cancellation of the contract must always be notified to Bevents in writing (a written cancellation is also deemed to be a written cancellation by e-mail). Withdrawal from the contract of

carriage shall take effect on the date of delivery of the written or electronic withdrawal to the carrier.

In the event of cancellation of the contract by the Customer, the Customer shall be obliged to pay a cancellation fee, the amount of which shall be determined as follows:

a) In the case of pre-ordered group transport of more than ten (10) persons:

from the 27th day to the 15th day before the booked transport 30% of the total agreed transport price,

from the 14th day to the 8th day before the booked transport 50% of the total agreed transport price,

from the 7th day to the 3rd day before the booked transport 80% of the total agreed transport price,

from the 2nd day before the departure and in case of non-arrival 100% of the total agreed transport price,

b) In the case of pre-booked group carriage of less than ten (10) persons:

from the 7th day to the 2nd day before the booked carriage 50% of the total agreed carriage price,

from the 1st day before departure and in the event of non-arrival 100% of the total carriage price for each person.

21. RefundsThe carrier is not responsible for

stolen or lost travel documents or other documents or similar documents.

All claims for damages are subject to the statute of limitations in accordance with the relevant legislation.

22. Cancellation and termination by the carrier.

The carrier may cancel the contract of carriage or refuse to admit the passenger to carriage or exclude the passenger from carriage at any time (before boarding or during carriage) if the passenger:-

is dependent on an escort, but travels without such escort and could thus endanger his/her health or safety, or could thus endanger the health or safety of other passengers,

- provided incorrect or incomplete information when ordering or purchasing a ticket,- persistently, despite admonitions from the ship's staff, harasses or disturbs the course of the voyage or other passengers,

- is under the influence of alcohol or other narcotic or psychotropic substances,

- otherwise violates the conditions of carriage to such an extent that the health or safety of other passengers or the ship's crew is endangered.

The decision not to accept carriage or to exclude from carriage shall always be taken by the master of the ship or his representative.

If a passenger is refused carriage or excluded from carriage for these reasons, the passenger shall not be entitled to a refund of the fare.

The carrier may also withdraw from the contract until embarkation if the carriage is prevented by force majeure. These reasons include, in particular, fire, technical failure of port facilities, adverse weather and water conditions, radioactive contamination, official intervention, strike, epidemic or accident.

The passenger will be notified of the cancellation without delay, up to two weeks

before the carriage takes place, if the obligation to carry out the carriage would pose a significant safety risk to the carrier or the passenger under the above conditions.

This does not apply if the carrier is responsible for the circumstances leading to this situation. In the event of cancellation in such cases, the passenger shall be entitled to compensation in the amount of the advance payment made in accordance with the contract of carriage.

23. Method and route of carriage, change of timetable

The carrier's ships may be towed or assisted by other ships, boats or barges during the carriage. In addition, these ships may be used to save life or property. In the event of force majeure (as defined in Article 22) such that the health or safety of persons is endangered (in particular by a change in weather conditions), the carrier is entitled to change the timetable or route. In such a case, the carrier is also entitled to suspend or cancel the journey outside the port (to dock outside the port) with passengers and to unload outside the port if necessary.

In these cases, the contract of carriage is fulfilled and the passenger is not entitled to a refund or discount of the fare.

24. Passenger's duty to cooperate and notify

The passenger is obliged to cooperate to the extent of his/her civil liability and in particular to prevent and avoid any damage.

25. Carrier's liability and insurance

Unless otherwise specified

by a special regulation pursuant to Article 25(b) of these Conditions or unless provided for by a generally binding legal regulation, the following general provisions shall apply.

(a) General liability:

The carrier shall not be liable for damages incurred by the passenger before embarkation and after disembarkation. Entry to the port area, in particular to the places designated for the embarkation and disembarkation of persons, including all stairs, is permitted only after prior notice to the ship's personnel or other authorised employees of the carrier. The exemptions and limitations of liability contained in these Conditions of Carriage shall apply to all claims for damages, whether they arise under the contract of carriage or under any other legal basis.

b) Special Provisions:

The carrier shall be insured and liable for damages to the extent of the relevant legislation governing the operation of inland waterways and also in accordance with the relevant legislation.

26. Passenger insurance To

avoid any risk, passengers are advised to take out adequate travel insurance in accordance with these Conditions of Carriage.

27. Major accidentThe traveller

is not entitled to compensation in the event of a major accident

28. Invalidity of certain provisionsIf

any provisions of these General Conditions of Carriage are or become invalid, the validity of the remaining provisions shall not be affected.

29. Jurisdiction, applicable lawIn

any dispute, the law of the defendant's court always applies. Prior to any court proceedings, both parties to the dispute undertake to negotiate an amicable settlement of the dispute.

In the case of a binding, pre-executed order, the provisions of Section 262(1) of Act No. 513/1991 Coll. and these Terms and Conditions shall always apply.