

BOAT RENTAL CONTRACT

Formed between

Name: _____
Address: _____
Tax Registration Number: _____
, as the **Passenger** or **Tour Operator**

and

Red Sea Boats Holidays Ltd.
Address: Erkel utca 9, fsz./1, 1092-Budapest, Hungary
Company Registration Number: 01-09-716139
Tax Registration Number: 13047010-2-43
, as the **Agent**,

from herein together as the **Parties** and under the following terms.

I. EXISTENCE OF THE CONTRACT

1. The present Contract comes into existence when Passenger/TO sends his/her boat rental request to Agent via electronic mail for the full vessel or for places onboard the vessel *M/Y Cassiopeia Glory* along with the desired travel dates, and after confirming the vessel's availability, Agent sends a confirmation notice via electronic mail along with the Tour Price (price for the boat, fuel surcharge, taxes, permissions, port fees, marine park fee, 14% VAT, and transfer fees to/from the boat), both Parties sign the Contract herein, and Passenger/TO pays Agent the deposit amount for the booked places.
2. Passenger/TO shall be aware of and accepts his/her responsibility by civil law towards all travellers he/she hereby represents, and shall inform all travellers of the obligations of Passenger/TO outlined in the present Contract.
3. Agent is an intermediary service provider, and transfers and invoices the single-component service ordered from the Egyptian owner of the vessel to Passenger/TO and/or to the passengers represented by him/her in its original form.

II. BOOKING DETAILS

1. Passenger/TO shall book _ place(s) onboard the vessel *M/Y Cassiopeia Glory* for the period of 00.00.2026 – 00.00.2026 on the Egypt-_____ tour.
2. Passenger/TO shall pay Agent a deposit of 30% of the Total Tour Price (price for the boat, fuel surcharge, taxes, permissions, port fees, marine park fee, 14% VAT, and transfer fees to/from the boat) at the time of booking confirmation. The final payment of 70% shall be paid no later than 60 days before the start of the trip.
3. The Price for the liveaboard is EUR_ / maximum 32 guests / week, or EUR_ / person / week.

a. The price includes:

- 7 nights full-board accommodations onboard in double cabins (or last night in a 4-star hotel if necessary for the schedule and/or ports)
- Buffet-style meals 3 times a day, fruits and snacks
- Soft drinks, boxed fruit juices, mineral water, tea, coffee
- Boat permissions
- Diving

1st diving day: 2 day dives and 1 night dive

2nd – last diving day: 3 day dives and 1 night dive per day

Last diving day: 2 day dives (returning to the marina after the second dive)

Note: Night diving is not permitted at the Marine Park islands. The number and order of dives may change depending on weather conditions. This is always the captain's decision, keeping in mind the safety of the guests, crew, and the boat.

- English-speaking dive guide services
- One 12l aluminum tank / person (DIN connection recommended), weights
- Shisha (water pipe) onboard in the shisha lounge
- Bed linens, towel, and bathrobe use
- Free *WiFi* where coverage is available

b. The price does not include:

- Flights
- Hotel accommodations
- Egyptian visa
- Transfers to/from the boat (upon request, at a surcharge)
- Permissions, taxes, port fees: EUR60/person/week
- Fuel surcharge: EUR80/person/week
- Marine park fee: EUR50/person/week
- 14% VAT
- Navy fee: USD5/person/week (payable onboard)
- Alcoholic beverages (may be purchased at the Duty Free shops)
- Single-cabin surcharge: 75% of the individual boat rate (limited availability, first-come-first-serve basis, not applicable for full charters)
- Alternative arrival day surcharge: EUR600/tour/week (applies to full-charter bookings, based on availability)
- 15l steel tank rental: EUR55/tank/week paid onboard or EUR40/tank/week prepaid
- Nitrox: EUR90/week paid onboard or EUR70/week prepaid
- Equipment rental (upon request, for a fee)
- Satellite phone use: EUR5/minute (for outgoing calls only)
- Personal expenses
- Bakshish (tip) to the guides and crew: EUR70/guest/week
- Beach towels
- Touristic programs
- Travel and diving insurance
- All other items not listed above

4. The rates apply only to *M/Y Cassiopeia Glory*.

5. The 14% VAT, taxes, permissions, port fees, marine park fees, and Navy fees are as per present Egyptian regulations and may change.

III. PAYMENT TERMS

1. A deposit of 30% of the Tour Price (boat rate, fuel surcharge, taxes, permissions, port fees, 14% VAT, marine park fee, transfer fees to/from the boat) is payable at the time of booking confirmation, and is due within 7 working days of the issuance of the invoice.

2. The balance payment is due no later than 60 days before the start date of the tour.
3. Agent shall issue an invoice with the tour details and Passenger/TO shall make his/her payment via bank transfer to Agent's bank account. Agent shall send a notification to Passenger/TO upon receiving the payment.
 - a. Agent's bank account information:

Account holder:
Red Sea Boats Holidays Kft.
Address of account holder:
Erkel utca 9, fsz./1, Budapest, 1092, Hungary
Bank:
OTP Bank Nyrt.
Address of bank:
1051, Nádor utca 16, 1051 Budapest, Hungary.
Bank account number / IBAN (EUR):
HU07-11763093-21549885-00000000
SWIFT:
OTPVHUHB
4. All due amounts for the booking shall be paid as per Section III/1 and III/2. Bookings where the due amounts are not paid by the payment due date shall be deemed cancelled, and the appropriate cancellation terms shall apply.
5. The price for the liveaboard, fuel surcharge, taxes, port fees, permissions, 14% VAT, marine park fee, transfer fees to/from the boat, Nitrox package, and/or 15l tank rental fees (if requested in advance) shall be paid in advance in full.
6. The Navy fee levied by the Ministry of Defence is payable onboard in cash, in USD. The bank notes must not be smaller than USD5, must be newly issued, must not be taped, glued, torn, wrinkled, greasy, or dirty.
7. Supplemental charges above the regular rates may be applied in case of unexpected occurrences including, but not limited to, increases in fuel/diesel prices. In view of the unstable economic situation in Egypt, provided that the increase in the prices of gasoline and/or diesel exceeds 20% of the rates in effect at the time of the date of the present Contract, Agent shall have the right to amend the boat rates accordingly.

IV. CANCELLATION TERMS

1. Passenger/TO shall make tour participation cancellation via electronic mail. The cancellation notice is deemed received on the date it appears on Agent's server. Confirmed bookings (where the deposit and/or all due amounts have been paid and the Contract has been signed by both Parties) that are cancelled by Passenger/TO prior to departure are subject to cancellation charges. Cancellation charges:
 - a. Cancellation within 30 days from sailing date, at the start of the tour, during the tour (for whatever reason), or in case of "no show", 100% of the total Tour Price;
 - b. Cancellation within 31 to 60 days from sailing date, 75% of the total Tour Price;
 - c. Cancellation 61 or more days before sailing date, 30% of the total Tour Price.
2. Cancellation terms shall apply regardless of the nature of or the reason behind the cancellation (such as, but not limited to, flight cancellations, flight date and/or time changes, flight delays, missed flights, missed flights due to failing to adhere to countries' immigration and/or health requirements/regulations, health issues, death, etc.). Agent shall not be liable to provide any refund and/or compensation except as listed in Section IV/1.

3. Agent may deviate from sailing schedule, port, tour itinerary, or cancel any scheduled departures, and shall not be liable to provide any refund and/or compensation in such cases, including, but not limited to:
 - a. Before the commencement of the tour if Agent feels weather conditions close to or at the scheduled sailing time are dangerous or unfavourable;
 - b. During the tour if the captain feels the safety of passengers, crew, and/or boat may be jeopardised otherwise;
 - c. Due to mechanical problems and/or failure of the vessel, damage to the vessel, or if the vessel sinks or runs aground;
 - d. Due to medical emergencies onboard;
 - e. At the request or order of any authority and/or regulatory power;
 - f. In any event of *force majeure*;
 - g. Any other reason that would make the performance of the tour impossible.
4. If *M/Y Cassiopeia Glory* becomes unavailable for the rental period, Agent shall provide a substitute vessel of the same quality for the performance of the tour, and shall not be liable to provide any refund and/or compensation.

V. BOOKING PROCESS

1. Upon confirming availability for the requested dates, Agent shall reserve the requested number of places on the specified tour optionally for a period of time determined by Agent.
2. Once the optional reservation expires, Agent shall inform Passenger/TO who may either cancel the reservation or confirm the booking. Options that are not confirmed by the confirmation date, are automatically deleted from Agent's booking system.
3. Upon confirmation, Agent shall issue Passenger/TO the invoice, the contract to sign, and all additional documents with regard to the tour.
4. Booking shall be confirmed when the deposit payment is received in Agent's bank account. In case the payment is not received by the payment due date, or Passenger/TO is unable to provide a valid bank receipt confirming the payment, the reservation shall be automatically cancelled.
5. Passenger/TO shall provide to Agent the following passenger information in electronic format:
 - a. Full name(s) (as they appear in the passports) at the time of booking;
 - b. Passport copy(ies) of full page with photo, no later than 4 weeks before departure;
 - c. Diving insurance information (insurance company name and policy number) no later than 2 weeks before departure.

In the event Passenger is unable to travel due to any reason (including, but not limited to, failing to adhere to immigration laws such as attempting to travel with a passport expiring within 6 months of the departure date from Egypt, or failing to provide to Agent Passenger personal data in time that is necessary for the performance of the present Contract), or arrives after the vessel has already sailed out, and is unable to take part in the tour, Agent shall not refund the tour price, in whole or in part, nor shall it be responsible for any expenses, or for the compensation of any expenses Passenger may incur as a result of not being able to take part in the tour.

VI. TRAVEL DOCUMENTS

1. Passenger is solely responsible to have all necessary travel documents in his/her possession, and that they are valid for the duration of the tour. For entry into Egypt, passports must be valid for at least 6 months after the date of arrival into the originating country.
2. Passenger is further responsible to obtain all travel documents necessary in transit countries, to have all necessary vaccinations if necessary, and to adhere to all governmental laws and regulations. Agent

shall not be liable to provide any refund and/or compensation for missed flights, delayed arrivals, refusals to entry, or any other circumstances preventing Passenger from joining the tour.

3. Passport copies (full page with photo) shall be required for boat permissions.
4. The number of Passengers must be finalised no later than 30 days before tour departure. From then on only changes to the names may be made.
5. Changes to Passengers' names may be made no later than 10 days before tour departure.

VII. TRAVEL, EMBARKATION / DISEMBARKATION, HARBOURS, TRANSFERS

1. Tours depart from Hurghada or Marsa Alam, Egypt. Transfers may be provided between Hurghada airport/hotel or Marsa Alam airport/hotel and the boat upon request, for a fee.
2. Agent shall not be responsible for Passenger failing to board by sailing time, and furthermore shall not be liable to provide any compensation for any costs Passenger may incur as a result thereof.
3. Departures are confirmed with minimum 14 full-priced Passengers (except in the events of *force majeure*, and not applicable in case of full charters).
4. Embarkation is from 12:00 noon, and disembarkation is by 11:00.
5. The designated harbours for the tours may change at the discretion of Agent due to unforeseeable factors, such as but not limited to, fuel availability, Coast Guard regulations, official controls, and other factors. Agent shall inform Passenger/TO of such changes. In case of any changes to the original dive plan as a result thereof, Agent shall not be liable to provide any refund and/or compensation.
6. Agent shall provide transfer services between Hurghada airport/hotel or Marsa Alam airport/hotel and the boat upon request at the rates listed in its published price list. Agent shall not be responsible for any other transfers Passenger may or wish to utilise. All other transfer services shall be the responsibility of and will be paid by Passenger solely.
7. In case of any changes in Passenger's flight schedule, Passenger/TO shall inform Agent of the changes immediately by electronic mail (at the info@redseaboats.hu e-mail address) or by phone (at the 00-36-70-904-9975 phone number). Agent shall not be responsible to provide any refund and/or compensation to Passenger for delayed transfer services and/or missed flights in case notification of flight schedule changes is not received within 12 hours of scheduled arrival and/or departure.

VIII. QUALIFICATIONS, DIVING / HEALTH / TRAVEL / FLIGHT INSURANCE

1. Valid diving certificates for divers, valid Nitrox certificate for those diving with Nitrox, and valid diving/health/travel insurance is mandatory for being able to participate in the tours. Passenger shall be sufficiently covered by comprehensive diving insurance that includes hyperbaric chamber coverage. For non-diving Passengers valid health/travel insurance is mandatory. Diving certificates and insurance documents shall be presented to the dive guides onboard. Trip cancellation insurance is strongly recommended.

Certain depths, types of dives (i.e. wreck dives, deep dives, drift dives, night dives) may be limited to Passengers without sufficient experience and/or skills. All Passengers must adhere to the limits permitted by their certifications. Some dive sites may be challenging, and may require AOWD certification, and minimum 40 logged open-water dives.

Agent shall not be responsible for

- a. any accidents and/or injuries incurred by Passenger on or off the vessel, on land, or while in the water without valid and appropriate insurance coverage,

- b. any medical treatments, including hyperbaric chamber treatment, hospitalisation, repatriation, additional transfer services, flight modifications, medical costs,
 - c. or any other expenses arising from any injury/illness attained by Passenger during the tour.
2. Participation in the tours is permitted only with Passenger being in possession of comprehensive travel/luggage/health and diving insurance.

IX. CABIN ASSIGNMENTS

Accommodations are offered in 16 double cabins. In case of uneven bookings, Agent shall make every reasonable effort to book Passengers of the same gender in shared, twin-bed cabins, but shall not make any guarantees with regard to the occupants' gender, personality, or behaviour, and furthermore shall not be responsible for any problems, nor will it provide any monetary and/or any other form of compensation to remedy any problems that may arise from thereon.

Passengers travelling alone may book:

1. A cabin for single use if they do not wish to share it, where a surcharge applies, or
2. A twin-bed cabin if sharing it with another Passenger of the opposite gender may not be a problem, or
3. A twin-bed cabin with single-use surcharge, and where same-gender cabin mate is preferred, and if Agent manages to book another occupant of the same gender, the surcharge shall be refunded.

X. ITINERARIES, DEVIATIONS, SUBSTITUTIONS

1. Itineraries are agreed upon at the time of booking confirmation. Unfavourable/dangerous weather conditions and/or other factors such as, but not limited to, medical emergency, request by authorities, mechanical problem/failure, events of *force majeure*, may affect the choice of dive sites and/or the number of dives. The decision to deviate from the scheduled route plan is always of the captain's, keeping in mind the safety of Passengers, crew, and the boat.
2. In case *M/Y Cassiopeia Glory* is not available during the rental period, Agent shall provide a substitute vessel of the same quality for the performance of the Contract. In this case Agent shall not be liable to provide any refund and/or compensation.
3. In case of the above mentioned changes, and changes of such nature, Agent shall not be liable to provide any refund and/or compensation.

XI. DIVING SAFETY, CO-OPERATION WITH DIVE GUIDES AND CREW

1. The vessel operates with a crew and dive guides with appropriate qualifications, and with extensive experience and local knowledge. All safety equipment onboard is in accordance with local requirements, and health and safety regulations. The vessel has all necessary permits to provide diving liveaboard services in Egypt.
2. Briefings are provided before each dive.
3. Government/company policies are in place for the safety of Passengers. The captain and/or the dive guides shall have the right to limit/revoke diving privileges from anyone:
 - a. Under the influence of alcohol and/or other mood-altering substances, or
 - b. Diving and/or behaving unsafely, dangerously and/or in a manner that is hazardous to their own well-being and/or to the well-being of others, the marine life, and/or the boat.

In such instances Agent shall not be liable to provide any refund and/or compensation to Passenger.

XII. ENVIRONMENTAL PROTECTION, PRESERVATION

All Passengers are asked to respect and never to disturb in any way the balance and integrity of the marine life. Touching, harming, killing, distressing animals, damaging, removing anything from the sea (living or non-living) is strictly prohibited. No waste (organic or non-organic) is permitted to be thrown into the water.

XIII. MEDICAL CARE

1. First-aid kit is accessible onboard the vessel, as is oxygen. There are medical facilities in Hurghada and in Marsa Alam, including hyperbaric chambers.
2. Passenger shall travel with all regularly taken medications prescribed by their doctors.
3. Due to the nature of travel by sea, the availability of serious medical care onboard the vessel is limited. There is no doctor on call onboard.
4. In the event Passenger retains the services of medical personnel independent of the vessel, he/she shall do so at his/her sole risk. Any medical services arranged by Agent shall be only for the convenience of Passenger. Agent shall assume no liability for any treatment, failure to treat, diagnosis, misdiagnosis, actual or alleged malpractice, advice, examination, or any other services provided by such entity. Passenger and/or his/her insurance providers shall pay for all medical care and costs. Agent shall not be responsible for the costs of any medical services provided to Passenger, and Passenger shall reimburse the Agent in full for any costs it may incur as a result of Passenger requiring medical care, unless it is a result of Agent's negligence that had been proven in a court of law.

XIV. AGENT REGULATIONS

1. **Diving equipment**
Passenger shall travel with his/her own full diving equipment. Equipment rental is available upon request which must be sent to Agent one week before the tour date. Agent shall not be financially responsible for Passenger's gear rental fees, nor shall it be liable to provide compensation for any missed dives, and/or full or partial refund of the Tour Price as a result of Passenger's inability to take part in diving activities due to lack of diving equipment. Furthermore, Agent shall not responsible for the quality of diving equipment rented from a third party.

2. **Prohibited items, restrictions**
Entering the country with or the use of drones in the country is illegal. Passenger shall not bring onboard any illegal controlled substances, fireworks, live animals, weapons, firearms, explosives and/or hazardous materials.

The use of cameras and other recording devices is illegal in the entire area of Hurghada and Marsa Alam airports, and in certain other areas that are clearly marked as such. Such equipment shall be confiscated if used in restricted areas.

3. **Minors**
The diving tours are recommended only for certified divers, and snorkelling/swimming is not possible. Therefore, and due to the challenging nature of diving in these waters, these tours are not recommended for children. Exceptions are Agent's "family tours" which are advertised to and are designed for families and children in mind. Minors can partake in the tours only while under the supervision of the accompanying parent or guardian. There are no baby-sitting services onboard, and all minors are the responsibility at all times of the accompanying parent or guardian.
4. **Safekeeping**
A safe onboard the vessel is provided for the safeguarding of valuables. Agent shall be responsible only for items placed into the safe except in cases of damage to, and/or partial or full destruction of, or loss of such items as a result of events of *force majeure*. Safeguarding all other valuables shall be the sole responsibility of Passenger.

5. **Fitness to scuba dive and to travel**

Passenger shall warrant that he/she is fit to travel and to scuba dive, and that such travel and activity shall not endanger and/or inconvenience others.

6. **Special needs and pregnancy**

Passenger with mobility, communication, or other impairments, and/or other special medical needs that do not hinder his/her fitness to travel and to scuba dive, shall notify Agent of such a condition at the time of booking. Agent shall advise Passenger in case it may not be possible to accommodate such special needs on the tour.

Due to the strenuous nature of scuba diving, Agent does not recommend that pregnant female Passengers take part in diving activities, or that they take part in the tours entirely if 3 or more months along in their pregnancy.

7. **Lost / damaged luggage**

Partaking in diving liveaboard tours is an inherently dangerous activity. Passengers are recommended to bring with them only the most essential items and the least amount of valuables. The boat is in constant motion, items may move, slip, break, and become damaged. If Agent can prove that it has taken all reasonable measures to protect Passenger's luggage and belongings, Agent shall be neither responsible nor liable for any loss and/or damage to Passenger's property, whether contained in a luggage or otherwise, except for items placed inside the safe onboard, but excluding events of *force majeure*. Passenger shall purchase appropriate travel insurance to cover any such losses/damages, and shall take reasonable measures to safeguard his/her property. Agent shall not cover any costs for the purchase and/or rental of items lost, stolen, and/or delayed, including but not limited to, personal items and scuba diving gear.

8. **Use of photos / videos / recordings**

Agent may use photographic, video, audio, and/or other visual or audio portrayals of Passenger taken during the tour for promotional services with regard to its tours being advertised on its Web site or other media platforms, and shall do so without any compensation to Passenger, and only with the express written consent of Passenger. Agent shall not forward any such materials to any third parties unless requested by authorities.

9. **Communication**

Free WiFi services are accessible onboard. Mobile/cell coverage is limited in most areas at sea. Satellite phone is available onboard for a surcharge.

10. **Compliance**

Passenger/TO and all passengers represented by him/her shall at all times comply with the provisions of the present Contract, applicable laws and regulations, and rules and policies of Agent.

11. **Indemnity**

Passenger/TO and/or any passengers represented by him/her shall be liable for and indemnify Agent from any liability, and for any fines, penalties, costs, expenses incurred by or imposed on Agent, its crew/employees, and/or the vessel arising from or related to Passenger's conduct or failure to comply as per Section XIV/10, including but not limited to:

- a. Purchases by or credit extended to Passenger;
- b. Requirements relating to immigration, customs, or excise;
- c. Any personal injury, death, or damage/loss to property caused directly or indirectly/negligently in whole or in part by Passenger.

XV. COMPLAINTS, DISPUTES, ARBITRATION

1. Complaints raised against Agent shall be delivered in writing by post mail to Agent's postal address (Erkel utca 9, fsz./1, 1092 Budapest, Hungary), or via electronic mail to Agent's official e-mail address (info@cassiopeiasafari.com) within 3 days after the last official day of the tour in question. Agent shall not be able address any issues raised after this period.

2. Passenger/TO and Agent shall agree to resolve any disputes with regard to, arising from, or in connection with the present Contract primarily through dialogue, or have the disputes litigated before the appropriate courts in Budapest, Hungary. Issues not regulated by the present Contract shall be governed by the provisions of *Act V of the 2013 Civil Code* ("Ptk.") of Hungary.

XVI. LIMITATIONS OF LIABILITY

1. Agent shall not be liable for injury, death, damage, delay, and/or any other losses to Passenger and/or his/her property, or any other claim by Passenger caused by events of *force majeure*, including but not limited to, acts of God, war, terrorism, civil commotion, labour disputes, government interference, perils of the sea, fire, theft, and/or any other cause beyond Agent's reasonable control, or any act not shown to be caused by Agent's negligence.
2. Passenger shall solely assume the risk of injury, illness, death or other losses, and Agent shall not be responsible for:
 - a. Passenger's use of his/her own and/or rented scuba diving equipment from Agent or from a third party;
 - b. Negligence or wrongdoing of any independent contractors of Agent;
 - c. Events taking place off the vessel such as launches and transports.

XVII. DATA PROTECTION

1. The transfer and/or processing of personal data by Agent of Passenger, and/or of all Passengers represented by him/her, shall be governed by *Regulation 2016/679 of the European Parliament and of the Council*.
2. The personal data of Passenger and/or of all Passengers represented him/her shall be processed and/or transmitted by Agent for a specific purpose, for a time period required by law, to comply with domestic and/or foreign law, and at the explicit request of domestic and/or foreign authorities.
3. Personal data to be processed and/or transmitted shall only be data that:
 - a. Are essential for providing the service, for entering into and for the performance of, and for fulfilling claims arising from the present Contract;
 - b. Meet regulations prescribed by domestic and/or foreign authorities;
 - c. Are used for marketing activities with the express consent of Passenger and/or Passengers he/she represents.
4. Further details on data protection can be found on the <http://cassiopeiasafari.com/general-data-protection-policy/> Web page.

Any questions and/or concerns with regard to the above may be sent to the info@redseaboats.hu e-mail address.

Budapest, Hungary
00.00.2026

Name,
as Passenger/Tour Operator

Red Sea Boats Holidays Ltd.,
as Agent