



LEASE AGREEMENT FOR MOVABLE PROPERTY 2021

concluded by and between

Company name:
Registered seat:
Tax number:
Bank account number:
Represented by:
E-mail address used for invoicing:
as Lessee (hereinafter referred to as: Lessee)

and between

Dine & Travel Kft.
Registered seat: H-1067 Budapest, Csengery street 49.
Tax number: HU23156298
Bank account number: 11705008-20484240
Represented by: SPAITS PÉTER, manager as Lessor (hereinafter referred to as: Lessor)

jointly the Parties (hereinafter jointly referred to as: Parties), on the day and at the place indicated below, with the following conditions.

1. Parties hereby agree that, today, the Lessor shall lease out and the Lessee shall lease the following movable property.

Name of movable property:

- VOX Transmitter (TX EJ-7T)
- VOX brand Receiver (Card Radio 99C)
- Microphones
- Single-use earphones

Condition of the Movable Property: excellent (hereinafter referred to as: Movable Property)

The Lessee shall use the Movable Property only for providing the tour groups it organizes with radio transmitters-receivers (headset, radioguide), for which the Lessor shall provide comprehensive assistance on the times and dates requested by the Lessee.

2. Procedure of ordering Movable Property

The Lessee shall send any orders regarding Movable Property via e-mail (booking@tgsvienna.at or booking@tourguidesystem.hu) to the Lessor minimum 72 hours before the given (round) trip (in case of delivery by DHL courier and with regard to the destination). The order must contain the following information:

- Name of (round) trip
- Exact time of departure, location (where the Lessor shall deliver the products)



- Number of required Movable Properties
- Duration of (round) trip
- Estimated time of arrival, destination
- Name, mobile phone number of contact person attending the (round) trip

The Lessor shall be obligated to immediately confirm the order and to deliver the Movable Property to the Lessee at the time and place indicated in the order.

3. Parties shall confirm and acknowledge the delivery and receipt of the Movable Property by signing the bill of lading.
4. Parties hereby declare that this agreement shall be concluded for a limited period of time, remaining in effect until the following date: 31 December, 2021 (hereinafter referred to as: End Date).
5. Parties hereby declare that the Lessee shall be obligated to return the ordered Movable Property to the Lessor on the date and at the place indicated in the order and with no deterioration of condition (except for single-use earphones, which the Lessee is not obligated to return to the Lessor).
6. Lessee's obligations:
 1. The Lessee shall accept the handover of complete deliveries including cases of Movable Property of excellent condition, and shall use said Movable Property as intended.
 2. The Lessee acknowledges that attaching any labels (permissions to take photos/use cameras, group markings, etc.) to the Movable Property is strictly prohibited. Any violation of this provision shall constitute intentional damage to the Movable Property, for which a penalty of 50 € net per device may be imposed.
 3. The Lessee shall be obligated to return all Movable Property to the Lessor. The Lessee shall be obligated to acknowledge any shortages as determined by the Lessor.
7. Lessor's obligations:
 1. The Lessor hereby undertakes to provide the Lessee with the following Movable Property:
 - a. Required number of transmitters + 1 extra piece (TX)
 - b. Microphones
 - c. Extra batteries
 - d. Required number of receivers + 2 - 4 extra pcs
 - e. Required number of earphones + 10% extra
 - f. TGS suitcase or TGS backpack containing the devices
 2. The Lessor shall only charge the Lessee for the Movable Property the Lessee has requested, not for any extra devices, as these are considered backups. Used earphones shall be kept by the Passengers, these need not be returned to the Lessor.



3. Based on any prior requests included in the order, the Lessor shall provide earphones with ear hooks for hearing impaired Passengers, at no extra cost.
4. The Lessor shall personally hand over the Movable Property to the Lessee or the Lessee's representative in person in Budapest, and shall accept the return of the items from the Lessee or the Lessee's representative in person in Budapest. Upon the Lessee's request, the Lessor may hand the Movable Property over to the Lessee at least 1 day before the start of the trip. Delivery shall be via DHL courier service.

5. The Lessor hereby undertakes to delivery the Movable Property to the Lessee in an excellent condition and with new batteries. Before the start of the trip, the Lessor shall provide the group's tour guide with any necessary information, and, if necessary, shall provide assistance via phone (+36 30 6049320) any hour of the day.

8. Parties hereby agree that the Lessee shall be liable for any damage to the Movable Property after the handover.

9. Lease fee
 - The Parties have agreed on the following lease fees:
 - Short-term lease (1-3 days): EUR 1,2 or HUF 350,00 per person per day (available only in Budapest)
 - Long-term lease (4 days or more): EUR 1,00 or HUF 290,00 per person per day
 - All lease fees shall contain the price of single-use earphones, batteries and backup devices. Transmitter/s for the guide/s are free of charge.
 - The prices above are always customized and as such may not be shared with any Third Parties.
 - All prices in this contract are net price, they do not include 27 % Hungarian VAT.

Delivery conditions:

- The items can be taken over during business hours at the Lessor's office at H-1067 Budapest, Csengery utca 49. 2.23.
- We do not deliver to or return items from any airport.
- Our short- and long-term lease fees cover one delivery and one return. The Lessee shall be liable for returning any devices kept by the passengers.
- Short-term lease:
 - o Short-term lease delivery and return in Budapest is free of charge above 20 pax, for groups smaller then 20 pax we charge EUR 10,00 or HUF 3000 per group
 - o In 2011 short term rentals are not provided in Austria

- Long-term lease:
 - o Hungary (delivery and return outside of Budapest): Free of charge for groups of 25 or more, HUF 6000 + 27% VAT per trip for groups under 25



- o Third city return OR delivery service if a service starts/ends in Budapest: Free of charge for groups of 25 or more, EUR 30.00 for groups under 25 (for example: delivery in Salzburg and return from Budapest or delivery in Budapest and return from Berlin)
- o Delivery and return within the EU (outside of Hungary): EUR 60.00 per trip (for example delivery and return both from Madrid, or delivery in Berlin and return from Prague)
- o We do not deliver outside of the borders of the European Union

Following each leasing of Movable Property, the Lessor shall issue an electronic invoice, which the Lessee shall be obligated to pay within 8 days via credit transfer to the Lessor's current account at OTP Bank (11705008-20484240).

Should the Lessee not accept electronic invoicing, the Lessor shall deliver the invoice to the Lessee by post, for which the Lessor, in case of Hungarian domestic mail, shall charge an additional HUF 290 + VAT for each invoice. In case of international mail, the cost of postage is EUR 7 + VAT.

10. Parties hereby agree that in the unexpected event of the Lessee or its representative
- returning the Movable Property past due, the Lessee shall be obligated to pay a penalty for each day of default equal to 100 (one hundred) percent of the Lease Fee, which shall become due automatically on the given day of default; failing to return the Movable Property even after 10 (ten) calendar days of default, the Lessee shall be obligated to pay a penalty equal to 100 (one hundred) percent of the Lease Fee, which shall become due automatically on the 11th (eleventh) calendar day after the End Date;
 - returning the Movable Property on time, but with apparent physical damage, the Lessee shall be obligated to pay a penalty equal to net EUR 50 per unit and net EUR 100.00 per transmitter unit, which shall become due and payable in a single sum immediately upon return; modifying the Movable Property or the software assisting its operation through any action or neglect, the Lessee shall be obligated to pay a penalty equal to EUR 50 per unit and net EUR 100.00 per transmitter unit, which shall become due and payable in a single sum immediately upon return;
 - becoming unable to return the Movable Property at all due to theft or loss, the Lessee shall be obligated to pay a penalty equal EUR 50 per unit and net EUR 100.00 per transmitter unit, which shall become due and payable in a single sum immediately upon return.

Parties hereby agree that the payment of the penalty shall not affect the enforceability of the Lessor's any other financial claim and shall not be considered to be liquidated damages. Accordingly, the Parties shall expressly agree that if the Lessee fails to return the Movable Properties in the condition it has received them, the Lessor shall be entitled to have a person, appointed at its own discretion, evaluate any depreciation or recovery and repair costs; the Lessee shall be obligated to reimburse the Lessor for the sum thus determined in accordance with the Lessor's relevant invoice and collection letter.

11. Parties hereby agree that in case late payment, the Lessee shall also be obligated to pay default interest equal to the sum specified in the Civil Code.



12. Parties hereby also agree that in the unexpected event of the Lessee completely failing to fulfill its obligations under this Agreement or fulfilling said obligations erroneously or past due, the Lessor shall be entitled, in order to ensure compliance, to commission a third party to manage its claims, to share the information of the Lessee with said third party, and to pass any costs arising from the collection process onto the Lessee.
13. Parties hereby acknowledge that, at the time of the signature of this Agreement, the Movable Property is functional, thus the Lessor shall not be liable for any malfunctions occurring during usage and it shall not be obligated to repair or replace affected items; however, the Lessor shall do everything within its power to immediately replace the Movable Property and to do so within two hours in Budapest and within 48 hours elsewhere in Europe.
14. Parties hereby agree that the Lessee shall not be entitled to assign, even temporarily, the right to use the Movable Property to any parties not specified in this Agreement. Parties hereby agree that the Lessor shall have no liabilities towards any persons trying the Movable Property under this Agreement and with or without the Lessee's consent; the Lessor shall not enter into any legal relationship with such persons.
15. By signing this Agreement, the Lessee gives its unconditional and irrevocable consent to the Lessor to make copies of its personal documents and use such copies as annexes to this Agreement for the purpose of enforcing claims against the Lessee in case of the Lessee violating the provisions of this Agreement.
16. Parties hereby agree that this Agreement may only be amended by way of a written and mutually agreed upon amendment issued by the Parties. Parties hereby agree that there shall be no legal means to withdraw from this Agreement. Parties hereby agree that there shall be no legal means to terminate this Agreement by way of ordinary termination. Parties hereby agree that this Agreement may be immediately terminated by the Lessor in case of a material violation of any provision of the Agreement by the Lessee.
17. Parties hereby agree that, as regards their legal relationship under this Agreement, the limitation period of any claim shall be cancelled if a written notice is sent indicating the intention to enforce the claim in question.
18. Parties hereby declare that the following contact persons shall be liable for any communications made between the Parties with regard to this Agreement. Representing the Lessor Name: SPAITS Péter
Phone: +36306049320
e-mail: booking@tgsvienna.at

Representing the Lessee

Name:

Phone:

e-mail:



Parties hereby agree that, with regard to their legal relationship, they shall consider all communications made via electronic means to be official communication, given that the Parties use the addresses indicated in this Agreement and the sender does not receive any error messages or other messages indicating unsuccessful delivery from the recipient; in the absence of such messages, communications sent shall be considered delivered on the calendar day following the day of sending.

19. Parties hereby agree that the Lessor shall not be liable for any medical consequences of the usage or tryout of the Movable Property by the Lessee or third parties. Parties hereby also agree that in the unexpected event of anyone making a claim against the Lessor as result of a medical condition or event arising during the duration of this Agreement or a period of default by the Lessee with regard to the return of the items, the Lessee shall be obligated to indemnify the Lessor, in accordance with the relevant written notice of the Lessor, against any such claims by third parties and to reimburse the Lessor for any verified costs with regard to this provision in the form of a penalty and by a deadline specified by the Lessor in writing.

20. Cancellation conditions

The Lessor shall only accept cancellations without penalty if submitted at least 7 days before the start of the relevant trip, with regard to the following exceptions. Parties hereby agree that, in case of cancellation within 7 days, 100% of the lease fee shall be invoiced. Cancellation conditions are similar in cases of daily and long-term leases.

Parties hereby agree that, in the following period, cancellation shall only be without penalty if submitted at least 15 days before, with 100% of the lease fee invoiced in case of cancellation within 15 days:

- Period between 15 August 2020 and 30 September
- Period between 20 October 2020 and 1 November

21. The Parties mutually undertake to treat any information concerning the Agreement or concerning the other Party and acquired in the course of the conclusion and performance of the Agreement as confidential and as a trade secret, and shall not publish or share any such information with third parties. This Agreement may only be amended in writing, through the mutual agreement of the Parties.

22. In case of a legal dispute, the Parties shall be subject to the exclusive jurisdiction of the court with jurisdiction over the Lessor's current registered seat.

Parties hereby agree that issues not regulated by this Agreement shall be governed by provisions of Act V of 2013 on the Civil Code.

Budapest, 1 January 2021

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Wireless Communications Kft. – Lessor
represented by:

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... - Lessee
represented by