

GENERAL CONDITION FOR HIRE OF LEISURE BOATS

1. RESERVATION AND PAYMENT

The reservation becomes binding for the parties first when the hirer has received confirmation and paid the advance payment listed in the programme brochure. By paying the advance payment the hirer accepts all the conditions of the hire contract.

The remaining sum, or in the case of short-term hire the whole sum, shall be paid latest on the first day of hire and before using the boat.

2. DEPOSIT

The Security Deposit paid will be used as security for any loss or damages suffered by the Company as a result of any breach by you of these booking conditions and any damage caused to the cruiser or its contents during the period of your arrangements. You cannot apply or deduct any portion of the damage deposit from the final balance payable for your travel arrangements.

A/ Non-refundable collision damage waiver

A charge of between EUR 100 and EUR 170 can be paid on arrival or at the time of booking. With this option you will be covered if the boat or any of its equipment / inventory is returned damaged or lost, as well as costs of any accidental damage or injury to any third parties (with the exception of hire bikes – refer to clause 13 for details of bike theft waiver). This will not be the case if there is evidence of gross neglect, which is excluded from our cover under our insurance policy. (*Grounding is not included*) These charges do not alter the Hirer's potential liability outlined in the general conditions.

B/ Refundable damage deposit

On arrival at the base, you leave a refundable damage deposit (up to EUR 1000 depending on boat/duration**) which will only be exercised if the boat or any of its equipment / inventory is returned damaged or lost, as well as costs of any accidental damage or injury to any third parties. This will not be the case if there is evidence of gross neglect, which is excluded from our cover under our insurance policy. **)Nimbus 26, Delphia Nano, Albin 25: **5.000 SEK**. **)Regina von Platen, Pedro 32, Husky Dane "Gabriella", Delphia Escape: **10.000 SEK**.

3. THE BOAT PROVIDER'S UNDERTAKINGS

A/ Delivery time

The boat shall be provided at the agreed time. If the boat provider, due to circumstances beyond his control, e.g. breakdown or delayed return by previous boat hirer, can not provide the boat at the right time, the boat provider shall: If possible make a similar boat available to the hirer or repay to the hirer that part of the hire corresponding to the delay. The provider has the right to change rout, which means that the location for pick up and return of the boat might be change. In that case the provider needs to notify the hirer as soon as possible about the change.

B/Hire

The boat provider undertakes to hand over the boat and its complete equipment according to the inventory list clean and in working order to the hirer, as soon as the hirer has, by their signature, accepted the inventory list.

C/Insurance

The boat is protected by both hull insurance and third party insurance (full charter insurance). The scope of the insurance and its value and excesses are decided by the conditions dictated by the boat provider's insurance company. The insurance applies to inland lakes, and the Göta Canal and Kinda Canal.

4. THE HIRER'S OBLIGATIONS

A/ The boat driver's competence and experience.

The hirer shall have sufficient skills to be able to manoeuvre the hired boat in a safe manner. If, during the hire period, it should become apparent that the hirer is not capable of handling the boat in a satisfactory way, the boat provider has the right to terminate the hire contract. The remaining hire charge would thereby be forfeited.

B/ The use of the boat

The hirer undertakes to take good care of the boat and its associated equipment as well as follow given instructions and directions. The hirer has responsibility for the boat during the whole hire period. Furthermore, he pledges to use the boat only for pleasure cruising. The boat shall not be used for competition, towing, or the transport of goods or passengers for payment (the ban on towing does not apply to dinghies or in an emergency). The hirer is responsible for following applicable laws and regulations. The boat shall only be used in the areas described in the insurance. See point 3c. The hirer undertakes not to sub-let the boat or hand it over to a third party.

C/ Return of the boat

The boat shall be returned to the harbour and at the time indicated in the hire contract. The boat shall by then be empty of crew and all personal baggage, as well as being clean and in the condition in which it was received by the hirer. If the hirer should be prevented from returning the boat by the agreed time, he shall immediately inform the boat provider or Sea Rescue. In the case of delayed return, the hirer shall be charged compensation equivalent to double the agreed daily hire plus each loss incurred by the boat provider for not being able to make the boat available to the next hirer. Weather conditions cannot be used as valid reasons for delays. If the hirer does not return the boat to the agreed harbour, he or she is responsible for all costs and risks involved with the return transport. Whatever the circumstances, the hirer must inform the boat provider prior to return transport and where necessary pay the compensation for delay described above.

D/ Action in the case of fault, breakdown, fire or theft.

If a breakdown occurs during the hire period or loose equipment is lost, the boat provider shall be informed immediately. The boat provider shall then give instructions regarding action to be taken. It is the responsibility of the hirer to notify the damage to the insurance company as well as in the case of fire onboard or theft of the boat or its equipment make a report to the police and provide a copy of the report to the boat provider. Failure to complete the obligations described above leaves the hirer directly responsible for any resulting damage. The hirer is obliged to replace every loss of equipment or damage to the boat, in as far as these are not covered by insurance less excess.

E/ Break in service.

In the case of time lost due to damage to the boat or repairs or replacement for which the boat provider is responsible and which has caused a serious hinder for the use of the boat for more than 24 hours after being reported, the hirer shall be recompensed pro rata for time subsequently lost.

F/ Impounding, levy of distraint

The hirer has absolutely no right or power of attorney to arrange or permit that the boat be impounded or taken as payment by anybody for any reason whatsoever. The hirer undertakes to have a signed copy of the hire agreement during travel and show it to any person(s) who might crave impounding or levy distraint.

5. CANCELLATION

A/ If the hirer cancels the boat hire earlier than 60 days before the intended commencement of hire, the advance payment will be repaid after the deduction of a service fee of 200:- kr/booked week.

B/ If the hirer cancels the boat hire later than 60 days but earlier than 30 days before the intended commencement of hire, the advance payment is forfeited.



GÖTA KANAL CHARTER

C/If the hirer cancels the boat hire later than 30 days before the intended commencement of hire the entire hire charge is forfeited.

D/ Instead of cancelling the hire agreement, the hirer has however the right to hand over the hire contract to another person found acceptable by the boat provider.

6. DISPUTES

In the case of disputes concerning the interpretation or application of these conditions the parties shall in the first case try to reach a mutual agreement. If the parties do not agree, disputes shall be settled by arbitrators according to Swedish law.