



GÖTA KANAL CHARTER

GENERAL CONDITIONS FOR HIRE OF LEISURE BOATS

1. RESERVATION AND PAYMENT

The reservation becomes binding for the parties first when the hirer got the confirmation e-mail and Göta Kanal Charter received the prepayment of 30% of the whole rental amount within 5 days after booking on its account.

By paying the advance payment the hirer accepts all the conditions of the general conditions of Göta Kanal Charter.

Göta Kanal Charter has to receive the remaining sum at the latest 40 days before the trip begins.

If the remaining sum did not come in to Göta Kanal Charter's bank account at the latest 40 days before the rental period should start, Göta Kanal Charter cancels the reservation and releases the boat to potential new renters. In this case the prepayment amount will be seized in by Göta Kanal Charter as cancellation fee.

For bookings less than 40 days before the trip starts the rental amount has to be paid immediately in full.

Göta Kanal Charter informs the renter about the expected harbor for the hand over of the boat. This hand over place cannot be confirmed bindingly, because it might happen that Göta Kanal Charter has, due to unforeseen circumstances to change the direction of the journey to the opposite. In that case Göta Kanal Charter will inform the renter as soon as possible.

2. THE HIRER'S OBLIGATIONS

A. The boat driver's competence and experience.

The hirer shall have sufficient skills to be able to operate 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 safe way, Göta Kanal Charter 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 rental 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 case of emergency). The hirer is responsible for following the Swedish laws and regulations. It is only allowed to use the boat in the areas described in the insurance agreement. 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 has to be returned to the harbor at the time indicated in the hire contract. By then the boat has to be left by the crew and all their personal belongings. As well has it to be cleaned and in the same condition as the hirer received it. If the hirer should be prevented from returning the boat at the agreed time, he has to inform immediately Göta Kanal Charter. In case of delayed return, Göta Kanal Charter will charge compensation equivalent of double the agreed daily hire plus each loss Göta Kanal Charter incurred for not being able to make the boat available to the next hirer in time. 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 the costs and risks following the transport of the boat in the name of or through Göta Kanal Charter to the agreed harbour. Whatever the circumstances are, the hirer must inform Göta Kanal Charter prior the return transport and, if necessary, pay the compensation for delay described above.

D. Actions in case of average, fire, or theft.

If a breakdown occurs during the hire period, loose equipment is lost, or the whole boat has been stolen, Göta Kanal Charter has to be informed immediately. Göta Kanal Charter will then give instructions how to handle the situation. If the renter has an own insurance which covers the incident, it is in his responsibility to inform his insurance company immediately. In case of fire onboard, or theft of the boat or its equipment, the renter has to report it as soon as possible to the police, and to hand over a copy of the report to Göta Kanal Charter. Failure to complete the obligations described above leaves the hirer directly responsible for any resulting financial damage which occurs therefore to Göta Kanal Charter. The hirer is obliged to pay for the replacement of every loss or for fixing damages at the boat, as far as these are not covered by the (optional) collision damage waiver.

E. Break in service.

In case of time loss due to a breakdown of the rented boat, which makes it impossible for the rental party to continue with their journey, either because the boat is not working anymore, or continuing with the journey would increase the damage, Göta Kanal Charter has 24 hours, after being informed about the incident, to fix the boat, or to replace it

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through a similar or better boat. Should it be not possible for Göta Kanal Charter to fix the boat within this time, or to replace it, Göta Kanal Charter has to repay the part of the daily rate for the boat, after this first 24 hours, adequate the time of the break. Daily rate means the rent for the boat, without the costs for the canal ticket, or additionally booked options, divided through the days of the rental period. Göta Kanal Charter reserves the right to compensate the rental party for the break with non-cash benefits as for example free meals, or free hotel accommodation.

F. Termination of the journey by the rental party

In case the rental party decides to end their journey for whatever reason before the agreed returning date, Göta Kanal Charter will not refund any money. Göta Kanal Charter expressly reserves the right for further claims against the contracting party for the avoidance of any financial disadvantage, if the boat needs, for example, to be transferred to the agreed return harbor, or can therefore not be provided to the next renter in time.

G. Impounding, levy of distraint

The hirer has absolutely no right or authorization to arrange or permit that the boat can 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 his journey, and to show it to any person(s) who tries to confiscate the boat and/or its equipment.

3. DEPOSIT

Option 1: Refundable deposit

On arrival at the base, the renter leave a refundable damage deposit (500,- € or 1.000,- €, depending on the boat) which will be only touched if the boat is returned damaged, or if any of its equipment / inventory is damaged or lost.

Option 2: Collision damage waiver (optional)

An extra fee of 100,- € - 200,- € (depending on the boat) can be paid on arrival or at the time of booking. With this option the hirer will be covered if the boat gets damaged, or if any of its equipment / inventory gets damaged or is lost at return. Damages are not covered by the collision damage waiver if they are caused on purpose, grossly negligent, or under the influence of alcohol or drugs! Grounding or propeller damages; loss or damages of the rent bicycles are also not included. If Göta Kanal Charter will have a pecuniary loss due to violation of the rental agreement through the renter are this costs also not covered by the collision damage waiver.

4. GÖTA KANAL CHARTER'S LIABILITY

A. Delivery

The boat has to be provided at the agreed day. If Göta Kanal Charter cannot provide the boat at the right day, due to circumstances beyond its control, for example breakdown of the boat or a delayed return by the previous boat hirer, Göta Kanal Charter has to provide, if possible, a similar or better boat to the renter. If that is not possible, Göta Kanal Charter has to repay the part of the daily rate for the boat, adequate the time of delay. Daily rate means the rent for the boat, without the costs for the canal ticket, or additionally booked options, divided through the days of the rental period. Göta Kanal Charter reserves the right to compensate the renter's party for the delay with non-cash benefits as for example free meals, or free hotel accommodation.

B. Hire

Göta Kanal Charter undertakes to hand over the boat and its complete equipment, according to the inventory list, clean and in working order, to the hirer.

C. Insurance

The boat is protected by both, comprehensive insurance and third party insurance. The scope of the insurance, its value and excesses are decided by the conditions dictated by the Göta Kanal Charter's insurance company. The insurance covers the Göta Canal and the lakes between Mem and Sjötorp.

5. CANCELLATION

A. Until the prepayment is settled, the cancellation of booking is possible without any charges.

B. If the hirer cancels the reservation after the prepayment is settled until at the latest 40 days before the journey starts, does Göta Kanal Charter not refund the prepayment. But there will be no further cancellation fees for the renter.

If the renter books another boat in the same year, or, at the latest, in the following year through Göta Kanal Charter, this prepayment can be used by the renter for this new booking.

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C. If the hirer cancels the boat rental less than 40 days before the journey starts, the entire hire charge is forfeited. But there will be no further cancellation fees for the renter.

D. Instead of cancelling the hire agreement, the hirer can hand over the hire contract to another person, subject to the approval of Göta Kanal Charter.

6. LEGAL DISPUTES

In case of legal 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 come to an understanding, disputes shall be ruled by arbitrators according to Swedish law. Place of jurisdiction is Linköping/Sweden.