

1 ORDER AND PAYMENT

A. Contract and advance payment. The order to the brokerage company is binding for the tenant when he has paid the booking fee, confirmed the booking via e-mail or signed the rental agreement. The order is binding on the boat owner for the tenant when he has signed and sent the agreement to the boat owner, which means that he has approved all the terms in this, or paid the agreed advance payment. For the boat owner, the agreement is binding when he has received the advance payment in accordance with the agreement, within the agreed time.

B Final payment the remaining payment must be made no later than the date specified in the agreement or on the invoice. The invoice has priority for different date indications. In the event of late or non-payment of the final payment, the boat owner has the right to terminate the agreement and credit the entire prepaid rent paid. The boat owner has the right to rent out the boat to a new tenant. If the tenant can with a machine-stamped receipt or otherwise show that payment was made within the agreed time and that therefore any late final payment is not due to him, the boat owner shall not invoice late payment to terminate the agreement.

2 DEPOSIT

As security for the tenant's obligations in the event of damage, the tenant must pay a deposit. The deposit must cover at least the deductible of the boat insurance. The cost of damages that the tenant may incur during the rental period may, unless the insurance company compensates them or they have been caused by negligence, carelessness or that the brokerage company has not been notified of problems with the boat exceed the deposit. In some cases, the tenant may be liable for these damages. When the boat and its equipment are returned undamaged, the boat owner must return the deposit to the tenant. In the event of damage or suspicion of damage or loss that the boat owner may need to investigate further, the boat owner must reimburse the tenant the part of the deposit that exceeds the cost of the damage no later than within 90 days, unless otherwise agreed in case of damages. If damage is discovered later that can be proven to be caused by the tenant, post-debit can be made by invoice or card drawing. In these cases, however, it must be possible to show documentation that the tenant has undoubtedly caused the damage. This documentation must be presented in connection with any post-debit.

3 BOAT OWNER'S COMMITMENTS

A Delivery The boat must be delivered at the agreed time. Agreed time is the time specified in the agreement. Only then can the tenant gain access to the boat and a handover can begin. How long this takes depends on the boat's equipment, the tenant's knowledge, and the size of the boat. The tenant cannot claim a delay until the minutes have been signed and ready. If the boat owner due to Circumstances beyond his control, e.g. breakdown, problems getting hold of spare parts, unrepairable problems or delayed arrival of previous tenant, can't deliver the boat on time, within 24 hours, the boat owner shall: In the first instance offer a boat in the same price group or in a more expensive price group with similar equipment and number of cabins / berths as the boat ordered. No price deductions will be made for this change of boat. The boat offered must be as equivalent to the ordered boat as possible. If this is not possible, the boat owner / lessor must pay back as large a part of the rent paid as corresponds to the delay calculated pro rata. In the event of a delivery delay exceeding 24 hours, the tenant has the right to terminate the agreement and thereby recover the entire rental amount paid to the boat owner, including any brokerage commission paid by the tenant to a full.

B. Equipment The boat owner undertakes to hand over to the tenant the boat and its complete equipment according to the inventory on the Internet in a functional and well-cleaned condition as soon as the tenant through his signature has acknowledged the correctness of the inventory. The boat must be handed over with filled tanks for fuel and water if such exist and nothing else has been agreed between the boat owner and the tenant. The boat owner is fully responsible for ensuring that the equipment list on the agency's website presented is correct. If claims are made by the tenant against the accuracy of the equipment list, the boat owner must regulate this according to the rental industry's standardized repayment terms. If the tenant is to be able to make demands, the missing equipment must be of great importance or to a large extent hinder his planned route. Such damage must be demonstrated in writing. Minor defects and adjustments to the boat during the rental period shall be expected by the tenant to occur and may not request compensation for this unless otherwise agreed by telephone, email, or post. The tenant must also be able to empty tanks, clean pump filters or the like during the rental period without requesting compensation for this. Lamps are consumables and that these breaks or could not be repaired, the tenant must accept. If the boat owner has not pointed out shortcomings in the boat at the time of delivery and these have been accepted, the tenant can't later request compensation or immediate repair. If the tenant has received a thirty percent discount or more, compared to the regular price list, certain minor faults on the boat may be accepted without compensation, such as a defective autopilot, bow thruster, wind instrument or the like. However, all safety equipment, sails, engine, refrigerator, or the like must work.

C Insurance The boat owner is responsible for ensuring that the boat and its equipment are protected by insurance that covers rental. The scope of the insurance, the amount of liability and deductible are determined by the terms established by the boat owner's insurance company. The insurance terms and conditions shall be assigned by the boat owner to the tenant at his request. In the event of damage or loss that occurs during the rental period, the tenant is responsible for all costs up to the deposit. To the extent that loss of or damage to the boat or equipment is not covered by such insurance as above, the tenant is obliged to compensate the entire loss or damage. However, the tenant is not liable for damage that can be attributed to normal wear and tear. It is thus not possible to place the blame on a third party for damage that has occurred unless this has been documented.

4 THE TENANT'S COMMITMENTS

A Skipper's competence. Responsible skipper must have sufficient experience and competence to be able to drive the chartered boat in a reassuring manner. The responsible skipper must have at least a Coastal Skipper Certificate if the boat is larger than 12x4 meters. The tenant confirms with his signature of the agreement that he and / or the responsible skipper possess the required competence and experience. The skipper is also reminded of the responsibility for crew and boat that rests with him. The skipper must also be able to propel the rented boat on those occasions when an aid breaks or is defective. Should it become apparent during/or before the rental period that the tenant does not handle / cannot handle the boat satisfactorily or that the boat or its equipment is handled carelessly or other boaters are disturbed unnecessary or otherwise neglected, the boat owner or his representatives has the right to cancel the rental immediately and without warning or notice. The remaining rent is forfeited. The tenant shall submit to the boat owner a complete crew list stating the responsible skipper at the latest in connection with the takeover of the boat, unless otherwise agreed. If the crew list is not correct when checking with the person submitter, the boat owner has the right to ask unnamed persons to leave the boat immediately.

B Use and care of the boat. The tenant undertakes to take good care of the boat with associated equipment and to follow the instructions given by the boat owner. The tenant is responsible for the boat and its equipment throughout the rental period. The tenant further undertakes to use the boat only for pleasure sailing. The boat may not be used for competitions, towing (does not apply in case of emergency), transport of goods or transport of passengers for a fee. The tenant is responsible for ensuring that applicable laws and regulations are complied with during the rental period. The tenant undertakes not to re-let or transfer the boat. The boat may only be driver within the boat's insurance area. The boat owner must inform about this on request. If the tenant wishes to use the boat for sailing outside of these restrictions, he must have the expressed permission of the boat owner. If the tenant does not respect these restrictions in the right of use, the boat owner has the right to terminate the lease as soon as such a situation comes to his knowledge. The remaining rent and the deposit paid are forfeited. In addition, the lessee shall in such case reimburse the boat owner for all costs associated with returning the boat to its home port and any costs that may be caused to the boat owner due to theft or other damage not covered by the insurance due to the boat being taken outside the above specified waters. Thus, no more people may be on board than may be considered appropriate or what is stated in the boat's specifications. If this happens, the charter period can be cancelled immediately, and the rent paid is forfeited. It is forbidden to use the boat for anything other than what can be considered normal use for a boat in a rented size class. It is forbidden to use the boat's electrical system to operate external sound systems or other larger electricity consuming systems. Written permission can, however, be obtained for the boat owner.

C Return of the boat. Return shall take place in the port specified in the agreement and at the agreed time. The boat must be evacuated, and all equipment must be in the intended place. On all boat with the home port Göteborg, the tenant must pay a final cleaning fee that depends on the size of the boat. The boat's fuel tank will be filled at the Göteborg City Marina. The boat's septic tank must be emptied otherwise 2500 + VAT will be charged. Should the tenant be prevented from returning the boat at the agreed time, he shall without delay notify the boat owner of the delay. In the event of a delayed return, the tenant will be charged damaged corresponding to twice the contracted rent pro rata plus any loss incurred by the landlord as the boat could not be made available to the next tenant. Weather conditions cannot then be invoked as valid delay. If the tenant does not return the boat in the agreed upon port, he is responsible for all costs for the re-transport. Before that, he must in any case notify the boat owner and, if applicable, pay the above-mentioned damaged for delay. When returning the boat in another port or at a time other than the agreed one, the tenant cannot request a refund of the deposit until the boat owner has been given the opportunity to inspect the boat according to regular routines. All equipment must be placed in the designated spaces or cabinets. All dishes must be washed and placed in their designated cabinets unless written consent has been given by the boat owner. All rubbish must be collected, taken of the boat, and thrown in the designated rubbish bins or similar.

D Measures in case of fault, damage, or loss. If a fault occurs on the boat or equipment, breakdown, fire or theft of a boat or loose equipment during the rental period, the boat owner must be notified immediately, or within 8 hours at the latest and the measures instructed must be followed. The tenant has the right to recover from the boat owner the costs he had for repairing such defects and deficiencies for which the boat owner is responsible. However, the tenant must first obtain the boat owner's express permission to carry out the repair and approval of the cost. Compensation is only paid upon presentation of a machine-stamped receipt or equivalent handling. Purchases of equipment that the tenant has not paid attention to are missing from the inventory are only reimbursed if the boat's owner has expressly given his permission for this to be purchased. Compensation is only paid against a machine-stamped receipt or the equivalent handling. In the event that the boat owner or his representative could not be reached for a period exceeding 24 hours after the damage occurred and a repair for which the boat owner is responsible is necessary for the boat's continued use, the lessee is not prevented from having such repair repaired at the boat owner's expense. The cost must not exceed what can be considered a necessary minimum.

E Interruption In the event of loss of time caused by damage to the boat and / or repairs for which the boat owner is responsible and which have caused a hindrance for the use of the boat for more than 36 hours after notification to the boat owner or their representative, the tenant shall be compensated pro rata for lost time. For compensation for loss of time and defect to be paid, the boat owner must have been notified and had the opportunity to rectify the problem within 36 hours of it being reported. Regarding repair costs that may be incurred by the tenant due to faults and deficiencies in the boat: See § 4, point d.

F Detention, seizure. The tenant does not have any right or power of attorney to pre-arrange, allow, or grant that the boat is seized for any reason. The tenant undertakes to bring the rental agreement signed by the boat owner while traveling and, if necessary, present this document to the person / persons who may request attachment or foreclosure.

5. CANCELLATION

If the tenant cancels the boat, the brokerage commission paid at the time of cancellation and the rent is forfeited. If the tenant cancels the boat later than that the day the final payment is to be made according to the lease agreement / invoice the entire brokerage commission and the rent are forfeited. However, the tenant has the right, instead of cancelling the rent, to transfer the lease to another tenant who can be accepted by the boat owner. After the agreement has become binding for the boat owner, he has no right to terminate the agreement without the tenant's approval due to reasons other than those stated in § 1b, 3a and 4a and 4b.

6 DISPUTES

Disputes concerning the interpretation or application of these terms and conditions shall be sought by the parties in the first instance by voluntary agreement. If the parties cannot agree, the dispute shall be decided by a court in accordance with Swedish law.