# Terms and conditions for water activities at Södra Gård.

This document functions as a legal document by the jurisdiction of Årjäng Kommun. The official written language for this jurisdiction is in English. Each booking will receive this document digitally and brings a signed document with them on the booked time of the event.

The following terms and conditions apply to all water activities organised or offered by Södra Gård.

# **Scope of contract**

We are the location that provides the required rental objects to undertake a water activitity. Depending on your booked acitivity, you will be given a valid "Stand Up Paddle contract" or a "Rent a fishing boat contract". We are not a tour operator and therefore can not be held liable for any support that is beyond the subject or the lease agreement.

### Liabilities

- 1. We are not liable for personal injury or property damage caused to you or third parties by the use of the rental items. The use of the rental items is always at your own risk. When using the stand up paddle boards and fishing boat, it is mandatory to wear life jackets. These are flotation devices that do not guarantee safety in case of fainting. You are fully liable for the condition of the material during the rental period. The rental items are to be returned complete, cleaned and in perfect functional condition.
- 2. In the event of lost or stolen rental items or in the event of a total loss, the replacement value must be replaced by the renter. In the case of damaged rental items, the cost of repair must be reimbursed.
- 3. Södra Gård accepts no liability for loss or damage to private property.
- 4. We are not liable for delays for which we are not responsible (traffic jams, road closures, accident, etc.). We are not liable in cases of force majeure, i.e. situations that may arise from a weather situation, closures of the water by an authority, etc. The instructions of our staff must be followed.
- 5. According to the Navigation Act "Sjölagen", everyone who drives a boat must be considerate of the surroundings. He must have a good knowledge of the water and know the rules and safety regulations that apply to the waters and boat in which he moves. <a href="www.ifiske.se">www.ifiske.se</a> contains all the information required for the waters in Sweden.

## **Contract conclusion**

By making a booking, the Customer/renter makes a binding offer to Södra Gård to conclude a rental agreement.

The customer's booking can be made in person, in writing or by e-mail and is legally binding. For confirmation, the customer receives a written rental agreement. A minimum age of 18 years applies for the conclusion of contracts. By booking, the customer accepts these terms and conditions. In case of booking without prior notification, these terms and conditions are accepted with the conclusion of the written or verbal rental contract. After receipt of the booking confirmation, the total

amount is to be paid within 14 days, stating the respective purpose of use, unless otherwise agreed separately.

# **Duty to cooperate**

Upon transfer to the deployment or pick-up location, participants will assist with loading and unloading of rental property and personal private property. The tenant is obligated to do everything reasonable to contribute to the elimination of the rental disturbance in the event of any performance disturbances that may occur. The tenant is obliged to comply with applicable environmental and nature conservation regulations. All weirs are to be bypassed. Please silence on the water and consideration for anglers and nature. The renter and each of the associated tour participants agrees to refrain from excessive consumption of alcohol during a tour. Persons who are obviously under the influence of alcohol or drugs before the start of the journey are excluded from the contract.

### **Cancellation conditions**

You can withdraw from the lease at any time. The withdrawal must generally be declared in writing. We demand compensation for the administrative expenses incurred as well as for the loss of sales/income likely to result from the withdrawal. We have calculated this compensation claim as a lump sum according to the proximity of the time of withdrawal to the start of the rental period in a percentage ratio to the rental price as follows:

- 90 days to 60 days before the start of the rental period 10% of the rental amount
- 59 days to 30 days before the start of the rental 30% of the rental amount
- 29 days to 15 days before the start of the rental period 50% of the rental
- from 14 days until the start of the trip 100% of the rental amount.

We recommend that our customers take out private travel cancellation insurance, e.g. due to illness. Rebookings are generally excluded.

| Customer   | Sodra Gard |
|------------|------------|
| Date:      | Date:      |
|            |            |
| Signature: | Signature  |