

CONDITIONS

when renting a boat from



1. RENTAL PERIOD, DELIVERY AND RETURN

The duration of the agreement (the "Rental Period") shall be from the Rental Time to the Return Time as stated above. Lofoten Boat (hereinafter referred to as the "**Boat Owner**") shall, at the time of Rental, hand over the Boat to the Hirer at the Delivery Point as stated above and **The Hirer** shall, at the Time of Return, return the Boat to the **Boat Owner** at the same location, unless otherwise agreed in writing. Both parties have a mutual duty to notify and wait for 30 minutes in the event of a delay.

If, due to weather conditions, it is not or will not be advisable to hand over/return the Boat as agreed, the party who must hand over/return as soon as possible and no later than one hour before the agreed time, contact the other party to agree a new Rental or Return time. New Rental or Return time must be agreed as soon as the weather conditions make it reasonable.

If the **The Hirer** does not show up at the agreed Rental Time, the Rental Period begins to run, and Lofoten Boat may impose a fee as a result of non-collection in accordance with the current rates established by Lofoten Boat and published at www.bjorback.no or www.svolvaerhavn.no/boat-rental-lofoten.

If **The Hirer** does not show up for more than one day, when the rental period is over a week and this happens without the **Boat Owner** giving any notice to the landlord, the rental is terminated. In such cases, the **Boat Owner** must still pay full rent for the first full week. For later rental weeks, the rental price must be reduced corresponding to the replacement rental obtained.

If **The Hirer** does not show up at the agreed return time, a fee for non-return will be charged according

to the current rates determined by Lofoten Boat and published on www.bjorback.no or www.svolvaerhavn.no/batutleie-lofoten. In the event of non-attendance at the agreed Return Time, the Rental Period continues to run on the other terms of the agreement until the boat is returned to the **Boat Owner**. In such cases, the Hirer is responsible for returning the Boat to the location specified by the **Boat Owner**.

The hirer is responsible for all expenses, costs and losses **Boat owner** is applied if the boat is not returned by the agreed return time.

2. RENTAL PRICE

The Hirer is obliged to pay Lofoten Boat the rental price stated above. Any additional options and additional equipment and services are added and follow the current price list.

If the Rental Date is postponed due to weather conditions as mentioned in point 1., the Rental Period shall be extended by agreement corresponding to the postponement.

If it is not possible to extend the Rental Period (for example because the boat has been rented out or because **The Hirer** does not have the opportunity to use it) the Rental Price must be shortened.

In the event of deferred handover due to conditions attributable to the **Boat Owner** or conditions for which the **Boat Owner** bears the risk, the Hirer may request that the Rental Period be extended corresponding to the postponement or that the Rental Price be shortened corresponding to the postponement.

If it is not possible to extend the Rental Period (for

example because the boat has been rented out or because the **Boat Owner** does not have the opportunity to use it), the Rental Price must be reduced corresponding to the postponement.

3. SPECIAL AGREEMENT ON TRANSPORT

If the parties have agreed delivery and/or return at a place outside the **Boat Owner's** address and the boat's home port, Lofoten Boat can offer transport of the Boat by further agreement.

4. THE BOAT'S CONDITION AT HANDOVER AND THE BOAT OWNER'S OBLIGATIONS

Upon handover, the boat must be in contractual condition, cleaned and have a full fuel tank. Upon handover, **The Hirer** and **Boat Owner** must together inspect the entire Boat using appropriate checklists that Lofoten Boat has. Checklists for reviewing the boat in question are ticked off as a separate point in the contract.

If the Boat is not ready for handover at the agreed time due to conditions on the **Boat Owner's** side, the rental shall be reduced by one day's rental for each day begun.

If the delay is more than one day in the case of up to one week's rent, or more than two days in the case of more than one week's rent, **The Hirer** can choose whether he wants to maintain or withdraw from the agreement.

If the Boat is not in contractual condition, **The Hirer** can demand a reduction in the rental price.

If the deficiency is of a serious nature, the **Boat Owner** may choose to withdraw from the agreement.

If the Boat cannot be used for part of the Rental Period, and this is due to circumstances for which the **Boat Owner** is responsible, the rental must be shortened proportionately.

5. CONDITION OF THE BOAT ON RETURN, DAMAGES AND THE HIRER'S OBLIGATIONS

On return, the boat must be in the same condition as on handover, cleaned and have a full fuel tank, unless otherwise agreed.

If the Boat is not satisfactorily cleaned or fully refueled

upon return, the Renter will be charged a fee for washing and/or a fee for filling the engine seat, as well as a pump price (however minimum NOK 30 per litre) for lack of fuel according to current rates. The debt rates price for fuel are the relevant day's rates at Circle K, Svolvær brygge's petrol pump station.

The Hirer is responsible for theft and any damage or lack of the Boat, including the Boat's engine and equipment, other damage or liability for damages incurred, incurred or arising as a result of the Hirer's use of the Boat. The Renter is financially responsible for expenses incurred by the **Boat Owner** in connection with cleaning, repairs and transport due to internal and external damage and/or damage caused to the Boat during the rental period. The boat is insured, in the event of theft or damage/liability that is fully or partially covered by insurance, the Hirer is responsible for payment of the **Boat Owner's** deductible as well as any other financial losses.

If problems of any kind arise with the Boat during the Rental Period, the Renter is obliged to immediately notify Lofoten Boat of the incident. In the event of non-insignificant damage, the hirer is obliged to follow Lofoten Boat's instructions.

6. REQUIREMENTS FOR THE HIRER AND DRIVER(S) OF THE BOAT

The Hirer must possess the necessary and sufficient competence to hire and operate the Boat. Mapping such competence is an important part of the reservation process and must be carried out by the **Boat Owner** before the reservation is carried out. This is to ensure that the hirer has the necessary skills and the right attitudes for safe travel at sea. It is the **The Hirer's** responsibility to make sure that they are familiar with the area they will be traveling in and that all passengers have life jackets in the correct size according to regulations. It is **The Hirer's** responsibility to ensure that he or she has sufficient competence to operate all aspects of operating a boat.

The Hirer confirms that all drivers of the Boat during the Rental Period are over 20 years of age and possess sufficient knowledge and any certificates/evidence required to drive the Boat. **The Hirer** is responsible for ensuring that all drivers of the Boat are made aware of

the terms of this agreement in advance.

If the Hirer has given incorrect information about his own or other drivers' qualifications and skills, or that for other reasons it is considered clearly unjustifiable to hand over the vessel, the **Boat Owner** has the right to terminate the agreement with immediate effect.

When mooring the boat, the Hirer or driver of the Boat is obliged to ensure that the Boat is properly secured on a wharf/mooring place where this has been clarified with the owner of the facility/place. Likewise, the Hirer or driver of the Boat is obliged to ensure that the Boat is properly closed and locked.

7. THE HIRERS MAINTENANCE OBLIGATION

During the rental period, **The Hirer** must ensure that the Boat is maintained, including regarding lubricating oils, cooling water and liquids.

If in doubt about maintenance, contact the **Boat Owner**

8. RESTRICTION ON USE OF THE BOAT AND SPECIAL PROVISIONS

The boat can only be used in Scandinavian waters. The boat must not be used to tow paragliders or similar equipment. The boat may also not be used for towing tasks, salvage of other boats (except in emergency situations), transport tasks where the hirer charges for the task, rental, or other commercial purposes. This point does not prevent the boat from being used for towing smaller water toys such as inflatable sausages, rings etc.

9. CANCELLATION

The Hirer can cancel the rental against payment of compensation to the **Boat Owner** according to the following model:

- In case of cancellation more than four weeks before the Rental Period, 30% of the Rental Price is paid.
- In case of cancellation between four and one week before the rental period, 50% of the rental price is paid.
- In case of cancellation less than a week before the Rental Period, 90% of the Rental Price is paid.

If the **Boat Owner** rents out the boat during the rental period, the compensation must be reduced so that what the lessor receives must be deducted from the agreed rent. Nevertheless, **the Boat Owner** must always pay 30% of the rental amount.

10. LIABILITY OF THE PARTIES

The hirer is aware that the hire contract has been entered into by the **Boat Owner** or his representative. Lofoten Boat, the **Boat Owner**, is not responsible for **The Hirer** or other passengers' medical condition, or the consequences thereof. **The Hirer** has full responsibility for himself and his passengers.

11. CHANGES, REQUIREMENTS FOR WRITING

Additions to and changes to the rental terms in this agreement are binding only if they are contained in a written agreement.

12. DISPUTES

Any dispute between the parties must be resolved amicably. If negotiations do not lead to progress, the parties have adopted the Salten and Lofoten District Court as the right venue in any case.



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