



Cancellation policy & General Terms and Conditions for kayak rental

Outdoor West Sweden, Lysekil

Terms Cancellation Policy:

Sometimes the unexpected happens and you can **make changes to your booking** at any time as long as it is available. Contact us to make changes. Cost per person and occasion is SEK 50.

All bookings are binding and cancellations are non-refundable!

The kayak center reserves the right to cancel the activity in special cases, eg during severe weather. If so, the booking will be refunded or re-booked by agreement. The Kayak Center is the one that determines whether such a situation has arisen and then contacts you.

RENTAL TERMS

1. Use of the kayak

The kayak may be used for normal use within Sweden by the renter or with the renter's consent and on his responsibility by another person. The renter may not rent the kayak to others.

2. Rent and delay in payment

The costs for the kayak(s) is stated on the first page of this agreement. The tenant is responsible for paying the rent. In cases where the rental cost is to be paid by someone other than the lessee, for example a legal entity is invoiced, the lessee is nevertheless jointly and severally liable through his signature for said rental cost to be paid.

The lessor has the right to request a deposit amount and an advance on the rent. When invoicing, the lessor has the right to charge an invoicing fee of SEK 50 including VAT. If the tenant does not pay the rent on the due date, late payment interest is charged, at an interest rate corresponding to the Riksbank's current discount rate at any time plus 8 percent and, where applicable, a reminder fee of SEK 50 including VAT.

3. The renter's responsibility and liability for compensation in the event of damage to or loss of the kayak.

The lessee is responsible to the lessor for ensuring that the kayak is not damaged or lost during the rental period. The hirer is released from liability if the damage or loss is due to defects in the rented kayak. The lessee must pay compensation to the lessor for damages for which he is responsible at cost price. In the event of damage, as an alternative to replacing the lessor as above and after agreement with the lessor, the lessee has the right to have the damage professionally repaired at his own expense. In this case, the lessee has to pay rent until the kayak is repaired and returned to the lessor. The compensation is charged according to point 4, deposit.

4. Deposit

The renter must state his credit card number on the front of the rental agreement, which hereby constitutes a deposit for the kayak and equipment/accessories. In the event that



damage has occurred to the kayak and/or the equipment/accessories, the lessor has the right to charge for repair of the kayak or the equipment/accessories at cost price. In the event that the kayak and/or equipment/accessories are not returned, the lessor has the right to charge the full new price for the missing kayak and/or equipment/accessories. In the event that the lessee does not have a credit card, the lessee must issue another valid deposit instead.

5. Damage cost reduction

The lessee can, for a special fee (damage-cost reduction), the size of which is indicated by the staff, reduce his compensation obligation. After such reduction, the lessee's liability for compensation is limited to the amount including VAT stated on the first page. Damage cost reduction does not apply in the event of theft. In order for the damage cost reduction to apply, the lessee must fulfil ordinary obligations in case of damage, for example immediately submit a damage report to the lessor if possible with witness information. In the event of damage caused by a third party, who does not take responsibility for the damage, a police report and, if possible, witness information is required. Subscribed damage cost reduction does not absolve the renter from responsibility for repair costs for damage caused by negligence, e.g. carelessly loaded kayak, stained or broken interior, broken pedals and the like. If, upon return, the kayak is found neglected or soiled beyond what follows from normal use, the lessor is entitled to charge a reasonable cost for restoring the kayak.

6. Care of the kayak

The renter is responsible for the kayak being well looked after and must ensure that it is maintained in working condition.

7. Measures in case of error, damage or theft

The lessee must notify the lessor as soon as possible of faults or damage to the kayak and of theft during the rental period. The lessor shall, after such notification, notify the lessee of the measures to be taken. In the event of an insurance claim, the lessee must report the damage to the lessor as soon as possible. It is the lessee's responsibility to report the theft of the kayak and damage to the kayak caused by an unknown person to the police in the place where the theft/damage occurred and to send a copy of the report to the lessor. In the event of failure to comply with the above, the tenant is liable to the lessor for any resulting damage.

8. Return

At the end of the rental period, the renter must return the kayak to the place where it was picked up or to a place that has been specially agreed upon. **When returning the kayak, the kayak must be left in the same condition as when it was picked up, apart from normal wear and tear. The kayak and the equipment must be cleaned, dried and put back in the designated place. The lessor and the lessee must, if possible, jointly inspect the kayak to assess its condition. The return must take place during the lessor's normal opening hours, unless otherwise agreed.** If the lessee does not return the kayak according to the agreement, he is always obliged to compensate the lessor for the costs that were necessary to restore the kayak to a place where it can be used by the lessor.

The tenant is also obliged to pay additional rent according to the agreement in case of late return. The lessor may not assert any powers due to delay in the return of the failure to



return the kayak or to request that the rental period be extended due to death, serious illness or other similar circumstance. The lessor has the right to charge own costs according to the rules in point 4 above regarding exemption according to the rules regarding the return.

9. The lessor's right of cancellation, etc

The lessor has the right to terminate the agreement if a) the lessee does not fulfil his payment obligations towards the lessor and does not pay within a reasonable time after the lessor has reminded him of this, b) the kayak is subjected to abnormal use or mismaintained so that there is a significant risk of a decrease in value c) the lessor otherwise overrides a provision in this agreement, the observance of which is of essential importance for the lessor.

10. All paddling is at your own risk.