

**1. General**

- 1.1 Hissa segel is a registered trading name of Akvedukten AB, a limited company with the registration number 556661-8863.
- 1.2 Hissa segel carries out sailing trips with paying passengers. Normally the passengers constitute a group of people with a single payer. In the following, Customer will be used as a reference to any person or legal entity, who or which has booked the sailing trip on behalf of the passengers and who or which, has the direct payment responsibility for the passengers' sailing trip.
- 1.3 Customer can either have booked the sailing trip directly with Hissa segel, through some kind of event company or through a different shipping company, which either just sold the sailing trip or chartered a boat from Hissa segel. In the following, Intermediary is used as a reference to situations when the sailing trip was not booked directly with Hissa segel.
- 1.4 In order to provide Customer with its demand for passenger capacity or other activities, Hissa segel can choose to charter boats belonging to other shipping companies or persons. In the following, such companies are referred to as Sub-transporter.
- 1.5 If, in these general terms and conditions, a reference is made to Hissa segel or to Sub-transporter, without the need to specify which one of the parties, which is referred to, the term Executing shipping company is used.
- 1.6 Unless communicated differently to Hissa segel, the person who booked the sailing trip is defined as the Customer representative, if that person also participates in the trip. If that person does not participate, Customer shall appoint a Customer representative among the passengers and communicate the name and mobile telephone number of that person to Hissa segel. The task of the Customer representative is to communicate to the Executing shipping company decisions on behalf of the Customer and the passengers. In case such decisions generate additional costs, the Customer representative shall also have the mandate to approve them.
- 1.7 A Contract is defined as any agreement about, acknowledged offer or accepted booking for a sailing trip including Hissa segel as one of the parties. If reference is made to these general terms and conditions in a contract, they constitute an integrated part of that contract and the paragraphs of these general terms and conditions are valid where applicable.
- 1.8 Where reference is made to carrying out sailing trips in a Safe manner, it should be understood as, among other things, that the boat is in a proper condition, that it is properly and duly staffed and equipped and, when needed, that the trip is adapted to the prevailing or forecasted weather conditions.
- 1.9 In case these general terms and conditions are contradictory to what is stated in a different section of the Contract, the terms and conditions of the other section of the Contract apply.

**2. Commitments of Hissa segel**

- 2.1 Hissa segel is liable for that sailing trips carried out by boats owned by Hissa segel are carried out in a Safe manner in accordance with agreed upon itineraries.
- 2.2 In case Hissa segel charters a boat belonging to a Sub-transporter, Hissa segel is liable for informing that company about the Contract between the Customer or Intermediary and Hissa segel. An acknowledged order by a Sub-transporter to execute sailing trips in co-operation with Hissa segel shall be understood as accepting the terms and conditions of the Contract between Hissa segel and the Customer or the Intermediary.

**3. Commitment of Sub-transporter**

- 3.1 Sub-transporter acknowledges the same contractual liability towards Customer as does Hissa segel in its Contract with the Customer or the Intermediary.

**4. Commitment of Customer**

- 4.1 Customer is responsible for that passengers show up in advance of the agreed upon departure time. If a passenger is missing at departure time, the Customer representative decides if the Executing shipping company should delay departure. If the Customer representative is missing, the Executing shipping company has the right to delay departure until Customer has communicated who it appoints as its Customer representative.

**5. Booking and cancellation**

- 5.1 A booking is binding for the Executing shipping company towards Customer, Intermediary or Hissa segel from the time it has been acknowledged up until the agreed upon due date for the full or partial payment. If the Executing shipping company receives the payment as agreed upon, the booking remains binding. In case payment is not settled as agreed upon, it is

understood as a cancellation and the general terms and conditions according to item 5.5 apply.

- 5.2 In case the prevailing or forecasted weather situation is such that the Executing shipping company finds that the sailing trip cannot be carried out in a Safe manner, the whole payment is credited.
- 5.3 If a sailing trip has to be cancelled because a booked boat cannot be used in a Safe manner, Hissa segel shall offer a similar boat. It is up to Customer or Intermediary to accept or reject a boat in case it is of a different type than Linjett 40. If Customer or Intermediary rejects such a proposal or if Hissa segel is not able to suggest an alternative boat, the whole payment is credited.
- 5.4 Customer or Intermediary has no right to any compensation for damages suffered because of circumstances described under item 5.2-5.3.
- 5.5 Customer or Intermediary can cancel a booking at any time. For a cancellation made  
 - at least eight weeks in advance a fee of 1 000 SEK is debited,  
 - between eight and four weeks in advance 30 % of the agreed upon price is debited (never less than 1 000 SEK),  
 - between four weeks and ten days 50 % of the agreed upon price is debited (never less than 1 000 SEK),  
 - between ten days and 72 hours 70 % of the agreed upon price is debited (never less than 1 000 SEK),  
 - between 72 and 24 hours in advance 90 % of the agreed upon price is debited (never less than 1 000 SEK),  
 - less than 24 hours in advance 100 % of the agreed upon price is debited. Payments already made above these amounts are repaid. If payments are made in excess of these amounts the cancellation fee is deducted from the paid amount before repayment.
- 5.6 Cancellations shall be made in writing by mail or e-mail. If a cancellation is made by e-mail it does not become valid until it has been confirmed by Hissa segel. Cancellations made less than a week in advance shall be supplemented by a verbal cancellation by phone to become valid.

**6. Modified, delayed or interrupted sailing trip**

- 6.1 The Executing shipping company is allowed to modify the itinerary, e.g. altering the route or harbour or to choose to run the engine instead of sailing, with reference to the prevailing or forecasted weather situation. These kind of changes do not entitle Customer, Intermediary or Executing shipping company to any monetary compensation.
- 6.2 If a sailing trip has begun, but the Executing shipping company finds it must be discontinued with reference to conditions defined under item 5.2-3, a portion of the payment proportional to the discontinued sailing trip is repaid. Customer is entitled to claim compensation for direct costs caused by transporting passengers by means of public transport to the point of departure.
- 6.3 Hissa segel is entitled to charge extra, in accordance with its standard price plan, for a delayed departure caused directly or indirectly by a passenger. Customer is entitled to the corresponding compensation because of a delayed departure caused by the Executing shipping company.

**7. Payment**

- 7.1 Invoices from Hissa segel shall be settled no later than two weeks after it has been issued, but never later than two weeks in advance of the sailing trip.
- 7.2 Payments from Hissa segel to the Executing shipping company shall be settled no later than two weeks after Hissa segel received the payment from Customer or Intermediary.
- 7.3 Overdue payments are charged with a penalty interest of 2 % per month. Hissa segel has the right to charge 100 kr for each reminder to pay.

**8. Limited liability**

- 8.1 Hissa segel takes no responsibility for any damage caused by a Sub-transporter.
- 8.2 In case of damage caused by a Sub-transporter the injured party's counterpart is the Sub-transporter.
- 8.3 Customer is not liable for damages related to the sailing or manoeuvring of the boat. Customer is liable though, for any other kind of damage caused by a passenger.

**9. Dispute**

- 9.1 Disputes, which cannot be settled amicably, are referred to the court of Attunda (Attunda tingsrätt).