



Terms and conditions, Berthing agreement Moranviken Marina

1. Scope of the Agreement

The agreement covers the lease of a berth at Moranviken Marina. The Agreement is subject to the terms and conditions set out below. The Swedish version of this agreement shall prevail.

2. Term

Indefinite contract

The agreement is valid from the date of the lease in 2024 until it is terminated in writing. Termination can be made no later than 4 months before the start of the agreed season. The season is between May 1 to October 31.

The boat owner must inform Moranviken Marina if there is a change of ownership. See also point 14 below.

3. Changes to berth agreements

Moranviken Marina must notify the boat owner in writing and no later than 5 months before the start of the agreed season, changes and additions to the agreement.

4. Fee and information

The fee is paid according to invoice from Moranviken Marina. Moranviken Marina has the right to regulate the fee seasonally. The boat owner must be notified of a change in the fee for the new season by written notice 5 months before the start of the season on 1 May. Costs for consumption of electricity and water will be added and invoiced separately. Disposal of household waste is included.

5. Moranviken Marina's obligations

During the contract period, Moranviken Marina shall provide the agreed and appropriate berth. Moranviken Marina shall professionally carry out the agreed services, as well as otherwise carefully safeguard the boat owner's interests in connection with the contract period.

6. Obligations of the boat owner

The boat owner must pay the agreed fees by the due date at the latest, and follow the applicable rules of conduct. The boat owner must have valid liability insurance for the boat and is responsible for the mooring of the boat.

The boat owner undertakes not to conduct commercial sales in the area of Moranviken Marina without permission. The boat owner must have Moranviken Marina's consent for work on the boat



and/or its equipment if necessary from external suppliers. Suppliers must report their arrival at the entrance of Moranviken Marina's office.

7. Errors in Moranviken Marina's performance

If the designated berth does not meet the requirements of section 5 or if there is otherwise a deficiency in the Moranviken Marina's performance, the boat owner must report the fault within a reasonable time and give Moranviken Marina the opportunity to remedy this. If the defect is not rectified within a reasonable time, the boat owner is entitled to a price reduction corresponding to the fault or, if the fault exposes the boat owner's property to damage or risk of damage, the right to rectify it at Moranviken Marina's expense. If the fault is substantial, the boat owner may also cancel the agreement. Damage incurred is settled in accordance with section 10.

8. Delay with Moranviken Marina's performance

If Moranviken Marina does not provide the agreed berth on time, or if other promised performance under the berth agreement is delayed or not forthcoming, the boat owner is entitled to a reduction of the fee corresponding to the delay or non-performance or withhold payment.

If, upon request, Moranviken Marina does not provide a place or perform the service within a reasonable time, the boat owner may, unless it is a service of only minor importance to the boat owner, terminate the contract. Damage incurred is settled in accordance with section 10.

9. Boat owner's breach of contract

For late payment of fees under this agreement, Moranviken Marina is entitled to interest on late payment in accordance with Section 6 of the Interest Act (1975:635). As security for such claims, Moranviken Marina may detain the boat and equipment until full payment has been made or otherwise secured. Moranviken Marina may, at the boat owner's expense, move the boat to another location if it obstructs the operation. Moranviken Marina is responsible for ensuring that the boat's condition does not deteriorate during the time it is detained. If the boat owner neglects his obligations in respect of damage or immediate risk of damage to Moranviken Marina or other boat owners or their property, Moranviken Marina may rectify the fault at the boat owner's expense. Moranviken Marina must first try to contact the boat owner so that he or she is given the opportunity to correct the fault on his or her own. Damage incurred as a result of the fault shall be settled in accordance with section 11. Moranviken Marina is entitled to compensation for its costs.

The right to a berth under this agreement is forfeited, and Moranviken Marina may terminate the agreement with immediate effect if the boat owner:

1. delay payment beyond one month from the last payment date and two weeks after a reminder has been sent to the boat owner at the stated address,
2. is insolvent before payment for the contract period so that he or she cannot be expected to perform the agreed performance;
3. has the right to a berth in violation of paragraph 14 below.
4. materially violates the agreement and does not cease the action despite being instructed.



10. Moranviken Marina's liability

Moranviken Marina is liable for personal injury in accordance with the general rules on damages. Moranviken Marina is liable for damage to property if the boat owner can prove that Moranviken Marina or someone hired by them caused the damage through negligence. If damage to the boat or equipment is due to a fault in the berth or to non-fulfilment of obligations under the agreement, Moranviken Marina is liable unless it can show that it has not been negligent.

For other damage, only expenses that the boat owner can prove that Moranviken Marina or someone hired by Moranviken Marina has caused through negligence are compensated.

In the event of damage to the boat or equipment, the boat owner should use his insurance in the first place. The injured party shall take reasonable measures to limit its damage.

11. Liability of the boat owner

The boat owner is liable for personal injury in accordance with the general rules on damages. For property damage, including damage to third party property, for which Moranviken Marina is held liable, the boat owner is liable if Moranviken Marina can show that the boat owner caused the damage through negligence. Of other damage, the boat owner is only liable for expenses and special costs that he or she has caused Moranviken Marina through negligence, but not more than one (1) price base amount or the deductible in Moranviken Marina business insurance, if this is lower. The boat owner is also liable for the negligent actions of any member of his or her family or anyone who, with the boat owner's permission, uses or performs work on the boat. The injured party shall take reasonable measures to limit its damage.

12. Damage report and inspection

If a party becomes aware of damage, he or she must notify the other party of this as soon as possible. If the parties cannot agree on the amount or settlement of the damage, a protocol must be drawn up stating the damage and its cause. If the parties cannot agree on the content of the report, an impartial inspector shall be called in and submit a report. A boat insurance company's inspector can be used instead, if the parties agree on this.

13. Abandoned and lost property

If the boat is obviously abandoned, and the boat owner has not been consulted during the course of one year from the end of the summer season, Moranviken Marina may sell it as provided for by law if: traders' right to sell items that have not been collected (1985:982) provided that,

that the boat owner has unpaid overdue fees that are not subject to judicial review;

that the owner of the boat has been asked to pay the debt by written notice to the address given and informed that the boat will otherwise be sold after three months, and that this period has expired.

Any surplus from the sale after deduction of sales expenses must be reported to the boat owner.



Property left by the boat owner in the Moranviken Marina area after the end of the contract period will be forfeited to Moranviken Marina without ransom, immediately if it clearly lacks sale value and otherwise three months after the boat owner has been requested in writing to collect it. However, functioning machine tools, engines, cars and other property of major value must be reported to the police authority.

14. Prohibition of transfer

The boat owner may not, without Moranviken Marina's written consent, transfer or lease the berth or other rights under this agreement.

15. Dispute

If a dispute arises and the parties are unable to resolve it on their own, a consumer can turn to the municipal consumer guidance service. Disputes should primarily be tried by the National Board for Consumer Disputes (ARN). Disputes can also be tried by a general court. When a trial takes place In these instances, the disputed claim may not be enforced.

Version No. 1. Dated 16/02/2024