

Boat storage and Consumer Services Agreement



SweBoat
Swedish Marine Industries Federation

Company					
Client's name			Boat brand/Model/hull no.		
Address			Motor brand/model/motor no.		
Postal code	Mailing address		Sterndrive/gear housing	Sterndrive no.	
Telephone (home)	Telephone (work/mobile)		Berth	Motor placement	Insurance company and number
Personal identification number			Placement of boat during storage		Battery no.
E-mail			Other		
<i>If the client and the payer are not the same person, information must be provided for both. If the payer is other than the client, the payer's approval must be obtained before work commences. The property of the client must have the necessary insurance.</i>					

Insurance claim	Yes	No	Insurance company and claim no.
Warranty work	Yes	No	Warrantor

Safe storage	Agreement number	<i>If the agreement refers to the storage of a boat and/or equipment belonging to the boat, motor(s) or the like, the agreement is applicable as the consumer during the storage has no or only limited access to the consumer's boat.</i>	
Period of contract for outdoor storage:		Starting from	Until and including
Period of contract for indoor storage:		Starting from	Until and including

Assignment/order	Routine work (select options)				
Defects/wishes according to the consumer. If necessary, use a separate appendix..	Routine service outboard motor	Inspection gear housing	Demasting	Boat cover storage	Dewinterising/ Test run
	Winterising of inboard motor	Gear housing service	Masting	Sail storage	Boat cover cleaning
	Motor service	Launching / Dry docking	Mast storage	Antifouling painting	Storage outboard motor
	Warranty service according to service book	Coverage	Waxing/polishing	Wash	Battery storage

Performance	Preparatory investigation or troubleshooting?	Yes	No	Cost:	Temporary repair	Yes	No
The company has outlined a) repair options, b) risk of consequential failure or c) dissuasion						Yes, a,b or c	No
Material provided by		Company	Client	Are second-hand/non-original parts used?		Yes	No
<i>Replaced parts are kept available upon delivery. Liability ceases after delivery. If the material or parts are brought/ordered by the consumer, the company is not responsible for the quality of these parts.</i>							

Quotation incl. VAT. The price only covers the work indicated above. Approximate price must not be exceeded > 15%.

Fixed price	Approximate price	Highest price	ongoing, SEK/hour
Work ordered after the signing of this agreement is charged in addition to materials on an ongoing basis by:			

Payment/payment method			Submission/delivery		
Invoice	Cash	Other	Submission date	Estimated delivery date	<i>If the estimated delivery date cannot be specified, the company will contact the client and specify the date.</i>
<i>If the consumer is absent from an agreed time, the company is entitled to compensation for the booked time. The company is not responsible for items left in the object of the service. If the consumer does not pick up the object of the service after the service has been completed, the company is entitled to compensation for handling and storage costs. The company also has the right to sell the item in accordance with law (1985: 982) on the trader's right to sell items that have not been collected. The company has the right to transfer the customer's property within its own area.</i>					

Please note the terms of the agreement on the next page!

Location/date	Location/date
For the company	Payment manager's signature

Boat storage and Consumer Services Agreement

<p>1. Applicability These provisions apply when a consumer orders a service that relates to work on a loose item or storage of a loose item. Consumer Services Act [Konsumenttjänstlagen, KTjL] (1985:716) contains detailed, generally compulsory rules on the rights and obligations of consumers and traders. The following provisions are linked to and supplemented by the Consumer Services Act. If the agreement refers to the storage of a boat and/or equipment belonging to the boat, motor(s) or the like, the agreement is applicable as the consumer during the storage has no or only limited access to the consumer's boat and/or equipment.</p> <p>2. Assignment The trader undertakes to perform the service professionally, with due care to safeguard the consumer's interests, to consult with them to the extent necessary and possible and to provide the material needed. It is incumbent on the consumer to ensure that the consumer's property is fully insured for the entire time the property is under the trader's custodial responsibility.</p> <p>3. Quotation If the quotation does not adhere to the parties' agreements, the consumer must pay what is reasonable in view of the nature, scope and performance of the service, the usual price or price calculation method for corresponding services at the time of the agreement as well as the circumstances.</p> <p>4. Supplementary work If there is a need to carry out work that is not covered by the order, the trader must inform the consumer and request the consumer's instructions. The trader may against the right to remuneration, perform the supplementary work if the price for this is low in relation to the price of the ordered work or if there are special reasons to assume that the consumer wishes to have the supplementary work done in connection with the ordered work. The trader is obliged to carry out the supplementary work if the work cannot be postponed without danger of serious injury to the consumer.</p> <p>5. Dissuasion The trader is obliged to promptly dissuade the consumer from having a service that cannot be considered to be of reasonable (economical) benefit to the consumer. This means that the trader must advise, among other things, when the price of a repair or other maintenance or improvement work on an object is not in reasonable proportion to the object's market value or when the work is unnecessary for the purpose of the object.</p> <p>6. Cancellation - indemnity The consumer may cancel the work before the service is completed against remuneration to the trader. The remuneration must correspond to the work performed and the work that must be performed despite the cancellation. Furthermore, the trader is entitled to compensation for losses in the form of costs for the remaining part of the service and to a certain extent compensation for losses in general.</p> <p>7. Payment of the service The consumer is obliged to pay according to the agreement when the trader has performed the service. If the customer requests it, the trader is obliged to issue a specified invoice. If the consumer does not pay on time, the trader is entitled to retain the object of the service until the trader has been paid or the consumer has pledged collateral for the claim. If no other interest rate has been agreed, the consumer is obliged to pay interest in accordance with Section 6 of the Interest Act (1975:635).</p> <p>8. The right of the trader to suspend work If the consumer does not pay according to what was agreed at the time of the order or participates in the execution of the service if such participation has been agreed, the trader is entitled to suspend the work until the consumer pays or leaves their participation. If the consumer does not fulfil the consumer's obligations under the agreement, the trader has the right to cancel the agreement and the right to remuneration in the same way as in the case of cancellation, see paragraph 6.</p>	<p>9. Errors The trader is responsible for errors, which means that the result of the contracted service deviates from what the consumer may require from a professional work, that the service deviates from safety regulations or administrative decisions or that the service deviates from what in addition may be regarded as agreed. The trader is responsible for the service being free of errors when the object of the service is delivered. Unless otherwise agreed, the trader is not liable for deterioration caused by the consumer's negligence or omissions, defective material for the service provided by the consumer or if the consumer has given incorrect instructions on how to perform a service.</p> <p>10. Penalties for errors If the service is erroneous, the consumer may withhold as much of the payment as is required to provide the consumer security for the consumer's claim due to the error. Furthermore, the consumer may demand that the error be rectified or demand a price reduction or cancel the agreement. In addition, the consumer may claim damages.</p> <p>11. Delays If an assignment is not commenced, progresses or is completed within the agreed time, without it depending on the consumer, or if no time has been agreed, within the time that is reasonable, with particular regard to what is normal for a service of the same nature and scope; this constitutes a delay.</p> <p>12. Penalties for delays If the trader is delayed, the consumer may withhold as much of the payment as is required to provide security for the consumer's claim due to the error. Furthermore, the consumer may require the trader to perform the service or cancel the agreement. If the delay is of material importance to the consumer, the consumer may cancel the agreement. If the assignment has commenced, the consumer may only cancel the remaining part. If the service has lost its purpose to the consumer, the agreement may be cancelled in its entirety. In addition, the consumer may claim damages.</p> <p>13. Complaints If the consumer wishes to claim that the service is erroneous, the consumer must complain to the trader within a reasonable time from the time the consumer noticed or should have noticed the error. Notifications that occur within two months of the consumer noticing the error should always be considered to have taken place in a timely manner. However, complaints must not be made later than three years after the assignment was completed (some exceptions can be found in Section 17 of the Consumer Services Act [Konsumenttjänstlagen, KTjL]). If the consumer complains too late, the consumer loses the right to invoke the error. If the consumer wishes to cancel the agreement or claim damages for delay by the trader, the consumer must within a reasonable time after the termination of the agreement inform the trader that the consumer wants to claim the delay.</p> <p>14. Indemnity According to Sections 31-34 of the Consumer Services Act [Konsumenttjänstlagen, KTjL], a consumer is entitled to compensation for damage, which the consumer has suffered as a result of errors or delays. The indemnity does not compensate for loss in business activities.</p> <p>15. Disputes If a dispute arises and the parties are unable to resolve it on their own, a consumer can refer to Hallå konsument, Municipal Consumer advisors, consumer agencies, interest groups, etc. Disputes may be tried by the National Swedish Complaints Board (Allmänna reklamationsnämnden (ARN)) and by the general court. When the trial takes place in such instances, the claim that is disputed may not be recovered.</p> <p>16. GDPR The trader must process all the consumer's personal data in accordance with the General Data Protection Regulation (GDPR).</p>
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