

### **1. applicability**

These provisions apply when a consumer orders a service involving work on movable property or the storage of movable property.

The Consumer Services Act (1985:716) contains detailed, generally binding rules on the behaviour of consumers and traders. rights and obligations. The following provisions are related to and complemented by the Consumer Services Act. Relates to the contract for the storage of a boat and/or its equipment, engine(s) or similar, the contract is applicable when the consumer do not have free access to their boat and/or equipment during storage.

### **2. the mission**

The trader undertakes to provide the service in a professional manner, to take due care to protect the interests of the consumer, to consult the consumer

with him or her to the extent necessary and possible and to provide the necessary materials. It is the responsibility of the consumer to ensure that his or her property is insured for its full value throughout the time the property is under the trader's custodial responsibility.

### **3. price quotation**

If the price is not specified in the parties' contract, the consumer shall pay what is reasonable having regard to the nature and scope of the service.

and execution, the current price or method of calculating the price for equivalent services at the time of the contract and other circumstances.

### **4. Additional work**

If there is a need to carry out work that is not covered by the order, the trader shall inform the consumer

and request his instructions. The trader may carry out the additional work against payment if the price is low in the

in relation to the price of the work ordered or if there are specific reasons to believe that the consumer wishes to have the additional work done

carried out in connection with the ordered work. The trader shall be obliged to carry out the additional work if the work cannot be postponed without

danger of serious harm to the consumer.

### **5. Advisory**

The trader is obliged to advise the consumer without delay not to have a service performed which cannot be considered to be reasonably (economic) benefit to the consumer. This means that the trader should, among other things, advise when the price of a repair or other maintenance or improvement work on an object is not in reasonable proportion to the market value of the object, or when the work is unnecessary for the use of the object.

### **6. cancellation - damages**

The consumer may cancel the work before completion of the service against compensation to the trader. The compensation shall correspond to

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the work performed and the work to be performed despite the cancellation. The trader is also entitled to compensation for losses in the form of costs for the remaining part of the service and some compensation for other losses.

### **7. payment of the service**

The consumer is obliged to pay as agreed once the trader has provided the service. If the customer so requests the trader is obliged to issue an itemised bill. 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 provided security 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).

### **8. The trader's right to suspend work**

If the consumer does not pay in accordance with what was agreed at the time of the order or does not co-operate with the service's performance if such participation has been agreed, the trader shall be entitled to suspend the work until the consumer pays or leaves their co-operation. If the consumer does not fulfil his obligations under the contract, the trader has the right to terminate the contract and the right to compensation.

in the same way as for cancellation, see point 6.

### **9th Field**

The trader is liable for faults that cause the result of the contracted service to deviate from what the consumer can expect from a contractual service.

professional work, that the service deviates from safety regulations or official decisions, or that the service

deviates from what may otherwise be considered as agreed. The trader is responsible for ensuring that the service is faultless when the object of the service is delivered.

Unless otherwise agreed, the trader shall not be liable for any deterioration caused by the consumer's negligence, or negligence, inadequate materials for the service provided by the consumer, or if the consumer has provided incorrect information. instructions on how to perform a service.

### **10. Penalties in case of error**

If the service is faulty, the consumer may withhold as much of the payment as necessary to give him or her security for his or her claims due to the defect. In addition, the consumer may demand that the defect be remedied or make a price reduction or cancel the contract.

### **11. delays**

If a contract is not started, progressed or completed within the agreed time, through no fault of the consumer, or if within a period which is reasonable, having regard in particular to what is normal for a service of the same nature; and extent, there is a delay.

### **12. Penalties for delays**

If the trader is in arrears, the consumer may withhold as much of the payment as is necessary to provide security for his or her claims due to the defect. Furthermore, the consumer may require the trader to perform the service or cancel the contract.

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If the delay is of significant importance to the consumer, he or she may cancel the contract. If the contract has started, the consumer may only cancel the remaining part.

### **13. complaints**

If the consumer wants to claim that the service is faulty, he or she must submit a complaint to the trader within a reasonable time from the date of receipt of the complaint.

the consumer noticed or should have noticed the defect. Any notification made within two months of the consumer's discovery of the defect shall

is always considered to have been made in due time. However, complaints may not be made later than three years after the completion of the contract.

(If the consumer complains too late, he or she loses the right to invoke the defect.

If the consumer wants to withdraw from the contract or claim damages due to the trader's delay, the consumer is required, within has informed the trader within a reasonable time after the completion of the contract that he or she wishes to invoke the delay.

### **14. damages**

Under sections 31-34 of the KTjL, a consumer is entitled to compensation for damage he or she has suffered as a result of a defect or error. delay. The damages do not compensate for business losses.

### **15. Disputes**

If a dispute arises and the parties are unable to resolve it on their own, a consumer can turn to Hallå Konsument, the municipal consumer advisory services, consumer agencies, interest groups, etc. Disputes can be examined by the General complaints board (ARN) and by the general court. When judgement is made in these instances, the disputed claim may be not be recovered.

### **16. THE GDPR**

The trader must process all the consumer's personal data in accordance with the General Data Protection Regulation (GDPR). Regulation, GDPR).

### **17. Insurance**

The consumer is aware of the trader's insurance cover whereby seized property can be compensated up to SEK 10 million/damage and insurance year.