

# **TERMS & CONDITIONS**

Prior to the fishing week commencing fisherman will be required to sign the below document to confirm they have read and understood these terms & conditions of their booking.

#### 1. CONTRACT OF HIRE

The Contract of Hire is governed by Swedish law and jurisdiction and is not effective until Kengis Bruk AB or an official representative dispatch written confirmation of the booking to the Hirer. The contract is for the hire of the property for holiday purposes only. We do not accept bookings from Hirers under 18 years of age.

#### 2. BOOKING CONFIRMATION

Kengis Bruk or an official representative shall issue a confirmation of booking upon receipt of all relevant forms completed and signed in full and will hold the dates requested until a deposit payment has been received.

#### 3. DEPOSIT PAYMENTS

Once Kengis Bruk or a representative has issued a confirmation of booking, a non refundable deposit payment to the value of 50% of the total price is due within a 14 day period. In the event of the payment deadline being missed, the booking shall be withdrawn by the lodge and the reserved dates publicly re-issued.

## **4. BALANCE PAYMENTS**

The balance of the hire will be due for payment no later than 60 days before the booking commencement date. If the booking has been confirmed within 60 days of the booking commencement date, 100% of the total price will be due within 7 days of the booking confirmation.

# **5. BOOKING CANCELLATIONS BY GUESTS**

If you are forced to cancel your holiday you must inform Kengis Bruk or a representative immediately. Reservations cancelled within 14 days of the booking confirmation will incur no charges. The price paid on all bookings is not refundable including deposits and balance payments.

# 6. BOOKING CANCELLATIONS BY KENGIS BRUK

Kengis Bruk reserve the right to cancel a booking where full payment has not been received less than 30 days before the holiday commencement date. In addition, Kengis Bruk reserve the right to refuse or revoke any bookings from parties that may in their opinion (and at their discretion) be unsuitable for the property concerned.

#### 7. PETS

Pets may be permitted at the fishery and lodge on request, but must be kept to the floored areas and off the furniture, and we would request that they are supervised at all times on the estate. There will be a charge of £25.00 per stay for all pets in order to cover excess cleaning costs. In the event of any damage, you will be liable for any costs involved.

#### 8. SMOKING

Smoking is not permitted inside the lodge.

#### 9. DAMAGES

All damages and breakages are the legal responsibility of the Hirer, and their cost shall be refundable on demand. However, minor damage or breakages will not normally be charged except in circumstances where extra cleaning is required or there is damage beyond what is reasonably expected. Kengis Bruk reserve the right to charge the hirer for any additional costs incurred as a consequence and may at their discretion refuse future bookings.

#### **10. DISRUPTION**

Further, Kengis Bruk or their representatives will not be liable to you, any member of your party or person visiting the property during the period of your hire of it for happenings outside its reasonable control, such as the breakdown of domestic appliances, plumbing, wiring, temporary invasion of pests, damage resulting from exceptional weather conditions or other unforeseeable circumstances.

#### 11. AVAILABILITY

The Hiring Contract is made on the understanding that the property and its facilities as published will be available for the dates stated. In the unlikely event that a property is not available through events arising outside the control of Kengis Bruk or their representatives then Kengis Bruk may be forced to cancel the booking. You will be advised as early as possible. Where possible, you will be offered suitable alternative accommodation, which, if not acceptable, will entitle you to a refund of all monies due. You will not as a result have any further claims against Kengis Bruk of their representatives. Please note that reservation requests taken via Kengis Bruk website or external websites are not confirmed bookings until Kengis Bruk or a representative issues a booking confirmation and has received a deposit payment.

## 12. GUEST RESPONSIBILITIES

For the whole of the period included within the booking, the hirer will be responsible for the self catering property and will be expected to take all reasonable care of it. The property and all equipment and utensils must be left clean and tidy at the end of the hire period.

#### 13. KENGIS BRUK RESPONSIBILITIES

For the whole of the period included within the booking, Kengis Bruk shall provide a lodge manager and or ghillie who will look after all guests and advise on fishing, safety and any other information relevant the lodge, fishery and local area.

#### **14. LEGAL**

In the event of any dispute between parties it shall be referred to the jurisdiction of the Swedish courts only and any actions shall be heard in the court for the area in which the property is situated. Any contract between the parties shall be governed by Swedish law and jurisdiction.

#### 15. TORNE RIVER FISHING RULES

**LICENSES** - All fishing licences are provided within the booking.

**SALMON FISHING** - Allowed between June 1st and August 31st. Limited retained catch of 1 salmon per week per guest. All female salmon must be released. Minimum kill size is 50 centimeters. Salmon hooked during the prohibited period or after one salmon is already caught must be returned into the water, dead or alive! All types of fishing with live bait, is NOT allowed. All types of spin fishing with added lead weights is NOT allowed. All methods of faul hook fishing, is NOT allowed. Anyone caught practicing these methods will be prosecuted, blacklisted and banned for further fishing!

**TROUT -** All trout must be released, dead or alive!

**GRAYLING** - Maximum 2 grayling per day per person. Minimum kill size is 35 centimeters.

**REPORT YOUR CATCH** - It is very important to have complete statistics of captured and released fish. Therefore, you are obligated to report your catch within 24 hours after you have stopped fishing. This is compulsory for the whole season. Fraudulent reports will result in an instant suspension! You will receive a catch report by SMS, that has to be filled in, even if nothing was caught.

**CATCH & RELEASE** - Etiquette is very strict and must be followed! Never touch a fish with dry hands. The fish must stay in the water while you carefully unhook it with needle nose pliers. If the hook does not come out with ease, the barb of the hook shall be cut and the bare hook shank removed. A spawning fish is worth more than a hook!

Never bring the fish onto the bank, grass, gravel or otherwise, as this can destroy the protective mucus of the fish that prevents disease. Only remove the fish from the water for few second intervals for photographs. The fish must always have an oxygenated water supply. Never lift the fish by the tail only, as this can damage the spine of the fish and never through the gills as both gills and gill covers damage easily.

Support the fish under the belly and steady carefully by the tail. Make sure that the fish can "stand" by itself facing upstream before letting it go. Never rock the fish back and forth, this only forces unwanted water into the airwayes.

Care should be taken in extreme cold water, to handle fish as little as possible, as Salmon can burn easily from human skin contact during these conditions! During high water temperatures fish must be played out quickly, so as not to wear the fish out completely, lactic acid can easily overwhelm a fish in high temperatures.

Proper care in releasing a fish can make all the difference to its survival, the amount of time taken releasing a fish following these procedures does not matter, better to take your time and allow the fish to fully recover. A strong kick, a splash in the face and a drop of your hat saluting a beautiful creature as it heads back into the river and everyone has a fantastic day!

**RECOMMENDATIONS & GENERAL RULES** - For everyone's well-being, respect each other and the restrictions. One step downstream between each cast, do NOT occupy a pool, without leaving room for other fishermen! Do not keep more fish than you need, cooperate with the supervisor and help us to fight illegal fishing! Keep

Sweden clean pick up your trash! Remember! People caught breaking the rules will receive a ban for the rest of the season and may lead to a permanent suspension! The fishing season starts the 1st of June and ends the 31st of August at midnight. The rest of the year, no fishing is allowed!

# THE OUTDOOR ACCESS RIGHTS



will stay clear of



I will only pitch a tent where I am permitted to



I will not light fires on, or near, rocks or on sites where there is a risk of a fire spreading.



I will not litte



I will not leave any signs of human waste.



I will not cause any damage to forests or countryside.



I will always close gates.



I will not pick endangered flowers.



I will stay aware of the rules that apply in



I will keep my dog



I will be conscious about humans and wild animals when enjoying the nature of Sweden.



I will only take a swim where it's allowed.



I will only operate a motor vehicle where permitted.



Are you aware of what you are allowed to do in Sweden's forests, mountains and countryside? Find out more about the Outdoor Access Rights (Allemansrätten) at www.hsr.se/outdooraccessrights

Print Name :
Client Signature:
Date: