

# THE SWEDISH MARITIME ADMINISTRATION, THE SWEDISH SEAMEN'S SERVICE GENERAL TERMS AND CONDITIONS

(applicable from and including December 2019)

## RENTAL AGREEMENT FOR FILM SERVICE

### 1 DEFINITIONS

**The subscriber:** The vessel's shipping company, the captain or the master that on behalf of the vessel signs the agreement with The Swedish Seamen's Service.

**The vessel:** The ship or floating platform that becomes recipient of film.

**Film:** Films on DVD

**Crew size:** The number of personnel working onboard in the standard operating crew and other professionals that are not passengers in commercial traffic.

### 2 FILM SELECTION AND DISTRIBUTION

#### 2.1

The Swedish Seamen's Service distributes 72 films yearly by post to the shipping company according to the agreement. Normally, six films are distributed monthly. In exceptional cases, five films may be distributed, whereupon next month's distribution will contain seven films. The shipping company is responsible for forwarding the package without delay to the vessel. The subscriber is responsible for any possible customs declaration.

#### 2.2

The Swedish Seamen's Service makes a varied selection and supplies program information. Foreign film shall be translated with Swedish subtitles i.e. for the standard service. For the English service the film shall be translated with English subtitles.

### 3 SUBSCRIPTION FEE AND REPLACEMENT FILM

#### 3.1

The subscription fee is based on the crew size and is to be found in a current price list.

#### 3.2

If the vessel has not been able to assimilate the films that have already been delivered to the shipping company when a cancellation is made (see paragraph 6.2) those films will be charged for.

#### 3.3

If the vessel has not been able to assimilate a film because of defection or loss during transportation, it is possible to obtain a replacement film from The Swedish Seamen's Service.

### 4 TERMS AND CONDITIONS TO SHOW FILM

#### 4.1

The films are to be shown during a period of 12 months, the month of delivery excluded.

#### 4.2

The films can only be shown onboard to the vessel's crew and attendants that are not considered to be passengers in commercial traffic.

#### 4.3

The films are not to be forwarded to other ships or leave the vessel in any way.

#### 4.4

The films are not to be copied.

### 5 RESPONSIBILITY FOR THE FILMS

#### 5.1

During the rental period the vessel is responsible for the films, which are the property of each film distributor.

#### 5.2

The subscriber undertakes to store the films onboard in a safe way. When the films are not used they shall be stored in a locked place.

#### 5.3

The subscriber shall compensate costs, caused by carelessness or other negligence, which affects The Swedish Seamen's Service while the films are onboard.

#### 5.4

The subscriber must immediately notify to The Swedish Seamen's Service, in case of film loss.

#### 5.5

After the rental period (12 months) the subscriber is responsible of destroying the films.

#### 5.6

The subscriber is responsible for reporting to The Swedish Seamen's Service that the films have been destroyed.

Destruction is reported by e-mail or mail.

### 6 ESTABLISHMENT AND CANCELLATION OF SUBSCRIPTION

#### 6.1

When an agreement between The Swedish Seamen's Service and the subscriber is established the affiliation will be confirmed to the shipping company.

#### 6.2

The subscriber shall be entitled to terminate the agreement by giving one (1) months' notice of termination. The notice of termination shall be in writing by mail or e-mail to The Swedish Seamen's Service.

#### 6.3

The Swedish Seamen's Service shall be entitled to terminate the agreement by giving one (1) months' notice of termination.

#### 6.4

The Swedish Seamen's Service may terminate the agreement with immediate effect when the subscriber has become insolvent or there is reasonable cause to assume that the subscriber may become insolvent.

#### 6.5

The subscriber must immediately notify The Swedish Seamen's Service when the vessel is about to cancel the service temporarily or definite. A shorter interruption in the subscription can be made with a special settlement, without the need of a new agreement.

#### 6.6

The subscriber must immediately notify The Swedish Seamen's Service when a vessel is about to be sold.

#### 6.7

When the subscription is cancelled, the subscriber must destroy all the rental films onboard.

### 7 INVOICING

#### 7.1

The Swedish Seamen's Service invoices the subscriber every month.

#### 7.2

The subscriber is responsible for the agreed rental fee is paid on time.

**8 LIMITATION AND CHANGES IN RENTAL AGREEMENT**

These rental terms are valid until further notice.

The Swedish Seamen's Service can make changes in the rental agreements with a two month's notice.