



2012-11-19

Special terms for package tour arrangements in sales to business enterprises

1. Scope

These special terms shall apply in the sale of package tour arrangements to business enterprises. The Provisions in the Act (1992:1672) on Package Tours shall not apply to this contract.

2. Definitions

Unless otherwise specified, the following terms shall have the following meanings in this contract.

- **Organiser:** Alpine Legends AB
- **Client:** The enterprise responsible for paying for the package tour
- **Package tour arrangement:** An arrangement consisting of two or more travel services such as transport, accommodation and conference
- **Traveller(s):** The person(s) who participate in a Package tour arrangement.

3. The contract

The contract is binding when the Client accepts the Organiser's offer. The Organiser shall confirm the Client's order without delay in writing, per letter, telefax or e-mail.

Together with the Organiser's confirmation, these special terms constitute the complete terms for the Package tour arrangement. However, in addition, those special terms can apply which the Organiser's subcontractors (e.g. airlines) specify regarding certain services or products.

4. Price and change in price

The total price for the Package tour arrangement is shown by the confirmation. Unless otherwise shown in the confirmation, payment for the Package tour arrangement shall be made in accordance with this item.

The price is based on the prevailing conditions on the date of the confirmation. The Organiser reserves the right to raise the price as a result of variations in exchange rates, increased transport costs (e.g. as a result of airline bankruptcy or cancelled flights) new or increased fees, taxes or surcharges (such as fuel surcharges) which arise after this date.

30 % of the total price for the Package tour arrangement shall be invoiced in connection with the acceptance by the Client of the Organiser's quotation (booking fee). The remainder of the price shall be paid not later than 14 days before departure. The booking fee shall not be refunded in the event of a cancellation.

For each change in an already agreed order, the Organiser is entitled to charge the Client 850 SEK per person for each change.

Any additional costs related to the Client's requests made after the Organiser's confirmation will be charged separately at the actual cost with the addition for a fee of 10 % of the invoice amount.

5. Changes in the contract

If possible, the Organiser shall meet the Client's requests with regard to any changes in the contract.

The Organiser reserves the right, in addition to the fee indicated in the previous item, to charge the Client for any subcontractor's fees in connection with such a change.



6. Cancellation of the Package tour arrangement

Cancellation of a booked Package tour arrangement shall be made in writing by letter, telefax or e-mail. In the case of the Client's cancellation, the following costs will be charged.

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|---|---------------------------|
| – In case of cancellation earlier than 30 days | 30 % of the total price. |
| – In case of cancellation between 30 and 14 days before departure | 50 % of the total price. |
| – In case of cancellation between 14 and 7 days before departure | 80 % of the total price. |
| – In case of cancellation 7 days before departure or later | 100 % of the total price. |

In the event of a cancellation of parts of the Package tour arrangement or of an individual Traveller, the cancellation cost shall be calculated with respect to that part of the price which is assignable to that part or to the Traveller concerned.

In addition to the above cancellation costs, additional costs can arise for the Client, owing to the subcontractor's special terms. In the case of air tickets which cannot be cancelled, the cost normally amounts to the full price paid.

7. Change of name etc

If possible, the Organiser shall meet the Client's request to transfer the booking to another Traveller, after the contract has become binding as indicated in item 3. The transfer shall be regarded as a cancellation and a new booking, and the costs for this in this contract shall thereby be applicable.

The Client shall be responsible for all the costs assignable to the change. In addition to the Organiser's fee, additional costs can arise due to the subcontractor's special terms with respect to the service(s) concerned.

8. Force majeure

The Organiser is not responsible for any error, delay or other damage which is due to a legal enactment, authority measure or injunction, act of war, strike, natural disaster or other similar circumstance or event which lies outside the Organiser's control.

If a circumstance as indicated in the previous paragraph should arise, the Organiser is entitled to cancel the contract. In such a case, the Client is not entitled to any compensation or damages.

9. Discharge

The Organiser is not responsible for any damage or injury to the Client and/or Traveller due to condition's outside the Organiser's control. Nor is the Organiser responsible for any damage or injury due to a subcontractor whom the Organiser has engaged to provide a service included in the Package tour arrangement, such as a cancelled or delayed flight. In such a case, any claims by the Client or Traveller shall be directed towards the subcontractor concerned.

10. Complaint and rectification

The Client or Traveller may not invoke a claim of any error or deficiency in the Package tour arrangement unless a complaint has been submitted in writing to the Organiser as soon as possible after the fault or deficiency was discovered or should have been discovered, but not later than 14 days after the completed journey. If possible, the complaint shall be made at the destination.

11. The Client's and the Traveller's responsibilities

The Client and the Traveller are responsible, immediately on receipt of the documentation regarding the Package tour arrangement, regardless of the form in which this is received (whether by telefax, e-mail or in some other way), for checking all the particulars in the documentation. If any item of information should be incorrect, the



Organiser shall be notified of this immediately. The Organiser is entitled to charge a fee for correcting an incorrect item of information.

The Client and the Travellers are themselves responsible for finding out what applies with regard to passports, visas, vaccinations, certificates etc which may be required for the Package tour arrangement.

The Client and the Travellers shall, during the Package tour arrangement, follow all the reasonable instructions and recommendations from the Organiser and his subcontractors. The Client and the Travellers are responsible for any injury which they may cause the Organiser through negligence, e.g. by not following the information given and the instructions from the Organiser and its subcontractors.

12. Dispute

Any dispute with respect to this contract shall be finally decided through arbitration in accordance with the Rules for the Arbitration Institute of the Stockholm Chamber of Commerce.

Any dispute with respect to this contract shall be settled in a public Court of Law in Stockholm, Sweden.