

## GENERAL TRAVEL TERMS AND CONDITIONS FOR PACKAGE TOURS

The general terms and conditions of the Association of Swedish Travel Agents and Tour Operators (SRF), agreed upon within the industry on 28 June 2018, and the tour operator's special terms and conditions, which are set forth below, apply to the tour. The special terms and conditions are stated in italics.

The tour operator may apply special terms and conditions which differ from the general terms and conditions, provided that the application of special terms and conditions is justified by the special nature of the tour, special provisions governing the mode of transport (such as booking and sales terms for regular flights), different terms governing accommodation due to the special nature of the tour, or special circumstances at the tour destination. The special terms and conditions may not deviate from the Package Tours Act to the disadvantage of the traveller.

The general and special terms and conditions constitute a part of the agreement.

### 1. THE AGREEMENT

- 1.1 Unless otherwise agreed, the agreement is binding on the parties when the operator has confirmed the traveller's order. The operator shall confirm the traveller's order without delay. Right of withdrawal does not apply to the purchase of a package travel.
- 1.2 The primary traveller is the person in whose name the agreement is entered into. The primary traveller is mentioned first in the travel documents or in another clear manner. The primary traveller is liable for payment under the agreement. Any changes and/or cancellations must be made by the primary traveller. An exception may be made if the primary traveller becomes seriously ill and is unable to carry out the change or the cancellation. The primary traveller is responsible for providing the operator with correct booking details with respect to other travellers covered by the agreement. Any refunding is made to the primary traveller.
- 1.3 If the traveller is below the age of 18 and travelling without a parent, this must be stated when booking. A package tour may require a minimum age which may be higher than 18. Information hereof is provided when booking.
- 1.4 The times for the outward journey and the return journey stated in the booking confirmation are preliminary. The operator shall provide precise details of the departure times for the tour without delay and, where possible, not later than 20 days prior to departure.
- 1.5 The operator shall provide general information regarding passport and visa requirements.
- 1.6 The operator shall provide general information regarding health formalities for the destination.
- 1.7 Connections or special arrangements are included in the package tour agreement only if booked together and at the same time as the services included in the package tour, or if sold together with other travel services for a total price.
- 1.8 Any wishes or special services at the traveller's request are included in the agreement only if expressly confirmed in writing by the operator.
- 1.9 The traveller is responsible for checking the booking confirmation/travel documents as soon as received and ensuring that all information is correct, including that names are spelt correctly and in conformity with the passport. Any errors must be notified immediately. The operator reserves



the right to charge a fee corresponding to the actual cost for rectifying incorrect details, as well as a reasonable fee for the additional work caused by the rectification. If the error is attributable to the operator or someone engaged by the operator, rectification shall take place at no cost to the traveller.

- 1.10** The primary traveller shall immediately notify the operator of any changes of address, email address, telephone numbers or other details of importance for the operator's possibilities to contact the traveller.
- 1.11** With respect to certain tours, a minimum number of participants is required in order for the tour to take place. In such case, the traveller shall receive clear information thereon not later than when booking.
- 1.12** Where flight tickets constitute part of the package tour, they shall be used in correct sequential order. Thus, the traveller cannot use only a return ticket when both outward journey and return journey have been booked, or only one part of a flight route. If the ticket is not utilised from the start, the remaining parts are cancelled.

## 2. PRICE AND PAYMENT

- 2.1** The price shall be presented so that the total price for the tour is clearly stated. The price shall include all services included in the agreement as well as mandatory supplements, taxes and charges.
- 2.2** The traveller shall pay the price for the tour not later than the date set forth in the agreement.
- 2.3** In connection with the booking confirmation, the operator may request a first part payment (application fee). The application fee shall be reasonable in relation to the price of the tour and other relevant circumstances.
- 2.4** In the event the traveller does not pay the price for the tour in accordance with the agreement, the operator shall be entitled to cancel the agreement and charge reasonable compensation.
- 2.5** Unless otherwise expressly stated, the price for the tour is based on accommodation for two persons in a shared double room. The operator is entitled to charge a price supplement in the case of accommodation for a single person in a double room or a larger room intended for more than one person.
- 2.6** The operator is obliged to inform the traveller of any additional costs which may be incurred.

## 3. THE TRAVELLER'S ENTITLEMENT TO CHANGE AND CANCEL

- 3.1** The traveller is entitled to change the agreement if the operator so allows. Changes to the agreement may result in additional costs for the traveller from the operator or another party.
- 3.2** The traveller is entitled to cancel the tour. The operator reserves the right to request compensation from the traveller for the costs incurred by the operator as a consequence of the cancellation. The operator may adopt reasonable standardised cancellation fees based on the time of the cancellation. If the operator has not adopted any standardised cancellation fees, the operator is entitled to charge a reasonable cancellation fee.



## 4. THE TRAVELLER'S ENTITLEMENT TO TRANSFER THE AGREEMENT

- 4.1** The traveller may transfer the agreement to a person that satisfies the terms and conditions for participating in the tour. One such condition may, for example, be that a transport company or other party engaged by the operator in accordance with applicable rules must approve the change of traveller. The traveller must notify the operator or the retailer in respect of such transfer in reasonable time prior to the outward journey. Notice which is given not later than seven days prior to the outward journey shall at all times be deemed given within a reasonable time.
- 4.2** The operator may charge a reasonable fee for the transfer. The fee may not exceed the costs which the operator incurs as a consequence of the transfer. The operator must show the manner in which the cost has been calculated.
- 4.3** The transferor and transferee are jointly and severally liable to the operator or the retailer for all outstanding amounts to be paid for the tour and for the additional costs resulting from the transfer.

## 5. CHANGES PRIOR TO THE OUTWARD JOURNEY

### 5.1 Changes to contract terms and conditions

The operator is entitled to make changes to the contract provided that the operator informs the traveller of the change in a clear, comprehensible and prominent manner on a durable medium. Where the change is insignificant, for example minor changes to flight times, the traveller is not entitled to any price reduction or damages. In the case of significant changes to the tour the traveller shall, if possible, be offered an alternative tour or shall be entitled to terminate the agreement without payment of a cancellation fee.

### 5.2 Change to the price

- 5.2.1** The operator is entitled to increase the price for the tour if the increase is due to changes in fuel costs, taxes and public fees or exchange rates.
- 5.2.2** The price for the tour may be increased by an amount corresponding to the traveller's share of the cost increase incurred by the operator. However, there is a right to increase the price only if the total cost increase exceeds SEK 100 per booking.
- 5.2.3** The price for the tour shall be reduced if, for reasons stated above, the operator's costs are reduced in total by at least SEK 100 per booking. In conjunction with a price reduction, the operator may deduct actual administrative costs.
- 5.2.4** The operator shall notify the traveller as soon as possible regarding the price changes. The notice shall include reasons for the change and a calculation of the costs.
- 5.2.5** The price may not be increased, and also need not be reduced, during the final 20 days prior to the agreed date of departure.
- 5.2.6** The operator may, in its special terms and conditions, waive the right to increase the price pursuant to 5.2.1. In such case, the operator is also not required to reduce the price pursuant to 5.2.3.

### 5.3 The traveller's right to terminate the agreement without payment of a cancellation fee

- 5.3.1** Where the traveller wishes to terminate the agreement due to a significant change, e.g. where the price is increased by more than 8% of the total price for the package tour, the traveller must notify the operator that the agreement is terminated within a reasonable time stated by the



tour operator, from the date that the operator informed the traveller of the change. Should the traveller fail to do so, the traveller will be bound by the new agreement.

5.3.2 In the event the package tour agreement is terminated, the operator shall refund the price for the entire journey without unnecessary delay and not later than 14 days after the agreement was terminated.

#### **5.4 The operator's and the traveller's right to terminate the agreement upon the occurrence of unavoidable and extraordinary events**

5.4.1 Both the operator and the traveller are entitled to terminate the agreement if performance of the package tour or transport of passengers to the tour destination is materially affected by unavoidable and extraordinary events at the destination or the immediate vicinity thereof. 'Unavoidable and extraordinary' circumstances mean, for example, serious security problems such as war, terrorism, the outbreak of serious illness or natural disasters. In such cases, the traveller is entitled to terminate the agreement without paying any cancellation fee. In the event the operator terminates the agreement in accordance with this section, the traveller is not entitled to any damages. In such cases, the traveller is entitled to a full refund in the manner set forth in 5.3.2.

5.4.2 The traveller is not entitled to terminate the agreement if the unavoidable and extraordinary events were generally known at the time the agreement was entered into.

5.4.3 Expert Swedish or international authorities shall be consulted in order to determine whether the event is of such a serious nature as stated above. Travel advice issued by the Swedish Ministry of Foreign Affairs to refrain from travelling to a particular destination shall at all times be deemed to constitute grounds for termination.

## **6. THE OPERATOR'S RESPONSIBILITY FOR PERFORMANCE OF THE PACKAGE TOUR**

### **6.1 Shortcomings in performance**

Where a travel service cannot be provided in accordance with the agreement, the operator shall rectify the shortcoming within a reasonable time. However, the operator is not obliged to rectify the shortcoming if it is impossible to do so or if rectification would result in disproportionate costs. If the operator is unable to rectify the shortcoming, the traveller may be entitled to a price reduction and damages.

### **6.2 Material shortcomings**

6.2.1 If, after the departure, a material part of the agreed services cannot be provided, the operator shall, if possible, arrange equivalent or at least an alternative of equal value at no extra cost to the traveller. If the operator is unable to offer this, the operator may offer a lower quality alternative together with a reasonable price reduction. The traveller may only reject such alternatives if they cannot be deemed comparable with that which should have been provided under the agreement or if the offered price reduction cannot be deemed reasonable.

6.2.2 In the event the operator is unable to offer any alternative or if the traveller is entitled to reject such alternatives pursuant to 6.2.1., the traveller may be entitled to a price reduction and damages.

6.2.3 In the event of a shortcoming which materially affects performance of the package tour and which the operator has failed to rectify within a reasonable time, the traveller shall be entitled to terminate the agreement and may also be entitled to a price reduction and damages.



6.2.4 In the event the operator is unable to offer any alternative or if the traveller is entitled to reject such alternatives pursuant to 6.2.1., or if the traveller has terminated the agreement pursuant to 6.2.3, the traveller is entitled to equivalent return transport without unnecessary delay and at no extra cost, provided the package tour includes transport and the traveller is located at the destination.

## 7. CONCERNING PRICE REDUCTIONS AND DAMAGES

**7.1** A price reduction shall be granted unless the operator can show that the shortcoming is attributable to the traveller.

**7.2** The traveller is not entitled to damages if the operator can show that the shortcoming is attributable to the traveller or a third party with no connection to the provision of travel services included in the package tour, or if the shortcoming is attributable to unavoidable and extraordinary events.

**7.3** If the shortcoming is attributable to any party engaged by the operator, the operator shall be discharged from liability for damages pursuant to these terms and conditions only if the party engaged by the operator is also discharged pursuant to the provision. The foregoing shall apply if the shortcoming is attributable to any other party in an earlier stage.

**7.4** There is no entitlement to damages due to the operator having cancelled a tour if the operator shows that fewer persons than the minimum number stated in the agreement have booked the tour and the traveller is notified in writing of cancellation of the tour within the time stated in the agreement.

Notice of cancellation of a tour shall be provided not later than

- 20 days prior to departure if the tour is longer than 6 days
- 7 days prior to departure if the tour is between 2 and 6 days
- 48 hours prior to departure if the tour is shorter than 2 days

**7.5** Damages pursuant to these terms and conditions include compensation for pure economic loss, personal injury and property damage. The traveller is obliged to mitigate the loss as far as possible.

**7.6** Unless the Package Tours Act or other mandatory legislation sets out any other restriction, the operator's liability for loss shall be limited to three times the price of the package tour. However, this limitation shall not apply in the event of personal injury or in the event of loss caused intentionally or through negligence.

## 8. COMPLAINTS

**8.1** The traveller may only invoke shortcomings in the agreed services if the traveller notifies the operator or the retailer of the shortcoming within a reasonable time after having noticed the shortcoming, or after the traveller should have noticed the shortcoming. Such notification must be made as soon as possible, and if possible at the destination. When determining any price reduction or compensation for loss, the time when the traveller issued the complaint shall be



taken into account if such notice would have enabled the operator to rectify the shortcoming.

**8.2** Notwithstanding section 8.1, the traveller may invoke a shortcoming if the operator or the retailer has acted with gross negligence or unconscionably.

## 9. THE TRAVELLER'S RESPONSIBILITY DURING THE TOUR

### 9.1 The operator's instructions

The traveller shall comply with any instructions provided by the tour guide or another person engaged by the operator. The traveller is obliged to respect the rules of conduct applicable to the tour and at the tour destination and to behave in such a manner that fellow travellers are not disturbed. If the traveller materially breaches the foregoing, the operator may cancel the agreement without the traveller being entitled to any compensation or refund.

### 9.2 The traveller's liability for loss

The traveller is liable for any damages as a consequence of damage which the traveller has caused the operator through carelessness.

### 9.3 The traveller's responsibility for formalities

9.3.1 The traveller is personally responsible for complying with necessary formalities for the tour, for example possession of a valid passport, visa, vaccinations and insurance.

9.3.2 The traveller must, with respect to all transport services included in the package tour, have completed check-in in accordance with the tour schedule or other instructions issued by the operator or the transport company.

9.3.3 The traveller is personally liable for all costs incurred due to failure to comply with the aforementioned formalities, for example return transport due to lack of a passport, unless the errors are due to lack of information from the operator or the retailer.

9.3.4 The traveller is responsible for reading the information provided by the operator.

### 9.4 Deviations from the arrangement

After the tour has begun, the traveller is obliged to notify the operator or its representative regarding deviations from the arrangement.

## 10. THE OPERATOR'S DUTY TO PROVIDE ASSISTANCE

If the traveller finds herself/himself in difficulties during the tour, the operator is obliged to provide suitable assistance without unnecessary delay. Such assistance may, for example, comprise information about health and medical services, local authorities and consular support. The operator is entitled to charge a reasonable fee for such assistance if the situation was caused intentionally or through negligence on the part of traveller.

## 11. DISPUTE RESOLUTION

The parties should themselves endeavour to resolve disputes concerning the interpretation or



application of the agreement. If the parties are unable to reach agreement, the dispute may be tried by the National Board for Consumer Complaints (ARN), Box 174, 101 23 Stockholm, [www.arn.se](http://www.arn.se), or by general court. A dispute can also be tried via the EU Commission's online platform: <http://ec.europa.eu/odr>.

