

## **General terms for package tours**

### **1. The contract**

**1.1** The organizer shall be responsible towards the traveller for that which the traveller has the right to claim according to the contract. This responsibility shall also apply to those parts of the contract which are to be fulfilled by someone other than the organizer. If the retailer is a party to the contract, he shall be responsible towards the traveller in the same way as the organizer.

**1.2** The information given in the organizer's catalogues and brochures is binding on him. The organizer may however change the information in the catalogues or brochures before the contract has been entered into. This can however only take place if an explicit reservation in this respect has been made in the catalogue or the brochure and if the traveller has been clearly informed about the changes.

**1.3** The organizer shall keep the traveller informed about all matters of importance for the traveller which are related to the contract.

**1.4** A connecting tour or a special arrangement is a part of the contract only if it has been sold or marketed together with the main package tour at an inclusive price, or at separate prices which are linked to each other.

**1.5** The contract is binding on the parties when the organizer has in writing confirmed the traveller's order and when the traveller within the agreed time has paid the agreed booking fee in accordance with the organizer's instructions. The organizer shall confirm the traveller's order without delay.

### **2. Payment of the price for the tour**

**2.1** The traveller shall pay the price of the tour not later than at the time which is indicated in the contract.

**2.2** The organizer may not demand final payment of the price of the tour earlier than 40 days before the date of departure, unless otherwise specially agreed.

**2.3** The organizer may, in connection with the confirmation, request a first part-payment (booking fee). The booking fee shall be reasonable in relation to the price of the tour and other relevant circumstances.

**2.4** If the traveller does not pay the price of the tour in accordance with the terms of the contract, the organizer has the right to cancel the contract and retain the booking fee as damages, provided this is not unreasonable.

### **3. The traveller's right to cancel the tour**

#### **3.1 The traveller has the right to cancel the tour as follows:**

- In fixing the price of the tour, that which the traveller has paid for cancellation cover shall not be included in the price of the tour.
- The cancellation charge shall always be not less than SEK 200 per traveller.

**3.1.1** In the case of a cancellation more than 30 days before the date of departure, the traveller shall pay 5 % of the price of the tour.

**3.1.2** In the case of a cancellation less than 30 days but more than 14 days before the date of departure, the traveller shall pay 15 % of the price of the tour.

**3.1.3** In the case of a cancellation less than 14 days but more than 24 hours before the time of departure, the traveller shall pay 50 % of the price of the tour.

**3.1.4** If the cancellation takes place less than 24 hours before the time of departure, the traveller shall pay the full price of the tour.

**3.1.5** In the case of a car-package tour (travel with own car, ferry transport and accommodation in a cottage or apartment), the traveller shall pay the full price of the tour in the event of a cancellation less than 30 days before the date of departure. In the event of an earlier cancellation, item 3.1.1 shall apply.

#### **3.2 A traveller who has entered into a contract regarding a cancellation cover has the right to cancel the tour as follows:**

- In fixing the price of the tour, that which the traveller has paid for cancellation cover shall not be included in the price of the tour.
- In the case of a cancellation in accordance with item 3.2, the traveller does not have the right to recover that which he/she has paid for the cancellation cover.

**3.2.1** If the traveller has a cancellation cover, the tour can, in the cases indicated in items 3.2.2 to 3.2.4, be cancelled without any other cost than the service charge indicated in the organizer's catalogue or brochure. The service charge may not exceed 5 % of the price of the tour, and may not exceed SEK 200.

**3.2.2** A cancellation can take place if the traveller or his/her husband/wife/partner, the traveller's or his/her husband's/wife's/partner's relative in linear ascent or descent or a sibling or a person with whom the traveller has jointly booked the tour, before the date of departure but after the contract has become binding for the traveller as indicated in item 1.5, suffers a

serious illness, a deterioration in a state of ill-health or an accident, and if this event is of such a kind that the traveller cannot reasonably carry out the tour.

**3.2.3** A cancellation can take place if some other event affects the traveller after the contract has become binding as indicated in item 1.5, and if this event is of such a serious character for the traveller that it is not reasonable to demand that the traveller shall carry out the tour. The traveller shall not have been able to control the event, and shall neither have known nor should have known about this when the tour was booked. Such a serious event is e.g. a fire in one's own home.

**3.2.4** A cancellation can take place if a person with whom the traveller has jointly ordered the tour cancels his/her tour invoking items 3.2.2 or 3.2.3, and if it is unreasonable that the traveller shall carry out the tour in the absence of the other person.

**3.2.5** A traveller who has agreed about joint accommodation with another traveller or other travellers who have cancelled the tour invoking items 3.2.2 to 3.2.4 shall receive accommodation of the same standard as in the contract at the agreed or equivalent hotel/establishment, in a room/apartment which is adapted with respect to the remaining number of travellers without any extra cost. If no such accommodation can be provided, the accommodation shall be provided in accordance with the contract at no extra cost to the traveller.

**3.2.6** The traveller shall cancel the tour as soon as possible after the reason for the cancellation has arisen. The reason for the cancellation shall be confirmed in a reliable way with medical and/or relationship certificates.

**3.3** Cancellation shall take place in the manner indicated in the catalogue, brochure or travel documents.

**3.4** After cancellation, the amount which the traveller has to his/her credit as indicated above shall be repaid without delay, and not later than 14 days after the cancellation.

## **4. The traveller's right to transfer the contract**

**4.1** The traveller may transfer the contract to another person who fulfils all the conditions for being allowed to participate in the tour. Such a condition can e.g. be that a transport company or some other person whom the organizer has engaged in accordance with the valid rules shall accept the change of traveller. The traveller must within a reasonable time before the date of departure notify the organizer or retailer of the transfer.

**4.2** When the contract has been transferred, the transferor and the transferee shall be jointly and severally liable towards the organizer or retailer for that which remains to be paid for the tour and for any additional costs, not in excess of SEK 200, which can arise because of the transfer.

## **5. The organizer's changes before departure and cancellation of the tour**

### **5.1 The organizer's right to change the terms of the contract**

The organizer may change the terms of the contract to the disadvantage of the traveller if it is shown clearly in the contract that this can be done.

### **5.2 The traveller's right to cancel the contract**

The traveller may cancel the contract, if the organizer declares that he will not fulfil what he has undertaken and if this breach of contract is of material importance for the traveller. The traveller may cancel the contract if the terms of the contract are changed materially to his/her disadvantage.

If the organizer intends to break the contract or if he wishes to change the terms of contract, he shall notify the traveller as soon as possible and thereby inform the traveller of his/her right to cancel the contract in accordance with the first paragraph.

The traveller shall within a reasonable time notify the organizer or retailer if he/she wishes to cancel the contract. If he/she does not do so, he/she loses his/her right to cancel the contract.

### **5.3 The traveller's right to a substitute package tour**

If the traveller cancels the contract in accordance with item 5.2, he/she shall be entitled to another package tour which is of equivalent or higher quality, if the organizer or retailer can offer this. If the traveller accepts a substitute tour of lower quality, he/she has the right to compensation for the difference in price.

If the traveller refrains from his/her right to a substitute package tour, or if such a tour cannot be offered, he/she shall immediately receive repayment of that which he/she has paid in accordance with the contract.

The provisions of the first and second paragraphs also apply if the organizer cancels the tour without the traveller being at fault.

### **5.4 The traveller's right to damages, the organizer's cancellation of a tour**

In such cases as are laid down in item 5.3, the traveller is entitled to damages from the organizer, where reasonable.

No entitlement to damages will arise from the organizer's cancellation of the tour if the organizer shows

1. that fewer persons than the minimum number stipulated in the contract have registered for the tour and the traveller has been informed that the tour has been cancelled not less than 14 days before the date of departure (in the case of a tour with a duration of less than 5 days, the traveller shall be notified not less than 10 days before the date of departure), or

2. that it has not been possible to carry out the tour owing to a hindrance outside the control of the organizer, which he could not reasonably have been expected to have taken into account when the contract was entered into, and the consequences of which he could not reasonably have avoided or overcome.

If the tour has been cancelled due to the action of some person whom the organizer has engaged, the organizer is free from liability according to paragraph 2 only if the person whom he has engaged would also be exempt according to this provision. The same applies if the reason for the cancellation is assignable to some other person in a previous stage.

### **5.5 Change in the price**

If the costs for the organizer increase after the contract has become binding for the parties as stipulated in item 1.5, the organizer may raise the price for the tour by an amount which corresponds to the cost increases if these are due to:

1. changes in transport costs
2. changes in taxes, customs duties or fees with respect to services which are included in the tour, or
3. changes in the rates of exchange which influence the organizer's costs for the tour.

The price may be increased by an amount which corresponds to the traveller's share of the cost increase to which the organizer is subject for the execution of the contract, provided that this cost increase is of such a kind as is indicated in 1 - 3. If, for example, a fee as indicated in 2 is increased by SEK 100 for each traveller, the price may be raised by the same amount. If the traveller so requests, the organizer is obliged to explain how the price increase has been calculated.

The right to a price increase in accordance with 1 and 3 exists only if the increase in costs exceeds SEK 60.

The price may not be raised during the last 20 days before the agreed date of departure. The organizer shall notify the traveller of the price change as soon as possible.

The price of the tour shall be reduced if the organizer's costs, for the same reasons as indicated above, decrease more than 20 days before the agreed date of departure. In the event of a cost reduction in accordance with 1 and 3, the price shall be reduced only if the cost reduction exceeds SEK 60.

### **5.6 The organizer's and the traveller's right to cancel the contract in the case of interfering events etc**

Both the organizer and the traveller have the right to cancel the contract, after the contract has become binding for the parties in accordance with item 1.5 if, at or close to the tour destination or along the planned route, there occurs any disaster, act of war, general strike or other radical event which materially influences the execution of the tour or the conditions at the tour destination at the point in time when the tour shall be carried out.

To determine whether the event is of such a serious character as has been indicated here, expert Swedish or international authorities shall be consulted.

## **6. The organizer's changes after departure, faults and deficiencies**

### **6.1 Services that have not been provided**

If, after the departure, a considerable part of the agreed services cannot be provided, the organizer shall offer appropriate substitute arrangements at no extra cost to the traveller.

If a substitute arrangement cannot be provided or if the traveller rejects such an arrangement for acceptable reasons, the organizer shall, if this is reasonable, provide equivalent transport back to the place of departure or to some other place approved by the traveller, at no extra cost to the traveller.

If a change in the contract in accordance with the first or second paragraphs involves a deterioration for the traveller, he/she shall, if this is reasonable, be entitled to a price deduction and damages.

### **6.2 Other faults and deficiencies**

In the case of other faults in the agreed services than those indicated in item 6.1, the traveller is entitled to a price deduction and damages, if he is not himself responsible for the fault.

The traveller is not entitled to damages, if the organizer shows that the fault is due to a hindrance outside the control of the organizer, which he could not reasonably have been expected to have taken into account when the contract was entered into, and the consequences of which he could not reasonably have avoided or overcome.

If the fault is due to some other person whom the organizer has engaged, the organizer shall be exempt from liability for damages in accordance with the second paragraph, if the person whom he has engaged would also be exempt from this liability. The same applies if the fault is due to some other person else in a previous stage.

In the case of a fault which is due to circumstances which are described in the second and third paragraphs, the organizer shall immediately give the traveller such help as may be needed.

### **6.3 The extent of the damages**

The damages in accordance with these terms comprise, in addition to indemnity for pure economic loss, indemnity for personal injury and property damage.

Damage or injury which is covered by the provisions in the Swedish Maritime Code (1994:1009), the Aviation Act (1957:297), the Railway Traffic Act (1985:192) or the Act

(1985:193) regarding international railway traffic shall be indemnified in accordance with the mentioned laws in their wording when the damage or injury occurred instead of in accordance with these terms. However, the organizer is always obliged to indemnify the traveller for that which he/she has the right to claim in accordance with the mentioned laws.

It is the duty of the traveller to limit the damage or injury as far as is possible.

## **7. Complaint and rectification**

7.1 The traveller may not invoke faults in that which he/she has the right to claim under the contract, if he/she does not, within a reasonable time after he/she has noticed or should have noticed the fault, notify the organizer or retailer about the fault. This should if possible be done at the tour destination.

7.2 Without hindrance of item 7.1 the traveller has the right to invoke a fault, if the organizer or retailer has acted with gross negligence or dishonourably.

7.3 If the traveller lodges a complaint which is not unjustified, the organizer or his local representative shall immediately take measures to find a suitable solution.

## **8. The traveller's responsibilities during the tour**

### **8.1 The organizer's instruction etc**

The traveller is obliged to follow the instructions for the execution of the tour which are given by the tour guide or by some other person appointed by the organizer. The traveller is obliged to respect the regulations which apply for the tour and for the transport, hotel etc, and to behave in such a manner that fellow-travellers or other persons are not disturbed. If the traveller offends against this in an essential way, the organizer may cancel the contract.

### **8.2 The traveller's responsibility for damage or injury**

The traveller shall be responsible for any damage or injury which he/she causes the organizer through negligence, e.g. by not following given instructions or regulations.

It is the duty of the traveller to indemnify any damage or injury which is legally founded towards any person whom the organizer engages to participate in the execution of the tour.

### **8.3 Passports, visas, health regulations etc**

Before the contract is entered into, the organizer or retailer shall in an appropriate manner inform the traveller about the health regulations which will apply during the tour and, to the extent to which this is important for the traveller, about the regulations with respect to passports and visas for citizens of states within the European Economic Area (EEA).

The traveller shall, however, himself/herself be responsible for observing the necessary formalities for the execution of the tour, such as e.g. the possession of a valid passport, visa, vaccinations, insurance.

The traveller shall himself/herself be responsible for all costs which may arise due to deficiencies in the mentioned formalities, e.g. home transport due to the lack of a passport, unless the deficiencies are the result of incorrect information from the organizer or retailer.

#### **8.4 Deviation from the arrangement**

A traveller who deviates from the arrangement after the tour has started is obliged to notify the organizer or his representative of this. The traveller shall, not less than 24 hours before the time given by the organizer for the return journey, contact him in order to check the information regarding the return journey.

### **9. Resolution of disputes**

The parties should try to resolve any dispute regarding the interpretation or application of the contract by negotiation. If the parties are unable to reach an understanding, the dispute can be tried by the Swedish National Board for Consumer Complaints or by a public court of law.

The Swedish Consumer Agency/The Consumer Ombudsman (Konsumentverket/KO) has agreed on the above terms with the following trade associations:

The Swedish Bus and Coach Federation

The Swedish Travel and Tourist Industry Federation, RTS

The Association of Swedish Car Organizers

The Swedish Tourism Network (except with regard to the item about the number of available places in advertising in the daily press)

The Association of Swedish Travel Agents

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