

General Terms

General terms and conditions for package tours

Konsumentverket (the Swedish Consumer Agency), and Nätverket Svensk Turism/FörTur have entered into an agreement on General terms and conditions for package tours which reads as follows. It must be possible to distinguish, clearly and distinctly, between the general terms and conditions for package tours and any special terms and conditions imposed by the arranger. Use italics, for example. Furthermore, the parties agree that in connection with information for the marketing of package tours: price information must be supplemented with details of the place of departure and day of departure.

Amendments to the General terms and conditions for package tours must apply to travel that is sold as of 1 October 2002, departing from 1 January 2003.

1. The agreement

1.1 The arranger is responsible to the traveller for what the latter is entitled to demand as a consequence of the agreement. This responsibility also applies to work to be carried out by a party other than the arranger. If the dealer is a party to the agreement, he will be responsible to the traveller in the same way as the arranger.

1.2 Details in the arranger's catalogues and brochures are binding for this party. However, arrangers may amend details in catalogues or brochures before agreements have been entered into. However, this may be used only if the arranger has expressly given notification of this in the catalogue or brochure, and if the traveller is clearly informed of the amendments.

1.3 The arranger must keep the traveller informed of issues of importance to the traveller which are connected with the agreement.

1.4 Connecting trips or special arrangements will be included in the agreement only if they are sold or marketed together with the main arrangement for a joint price, or for separate prices linked to one another.

1.5 The agreement will be binding for the parties when the arranger has confirmed in writing the traveller's order and the traveller has paid the agreed application fee within an agreed time according to the instructions of the arranger. The arranger must confirm the traveller's order without delay.

2. Payment of the price of the trip

2.1 The traveller must pay the price of the trip by the time specified in the agreement at the latest.

2.2 The arranger may not demand final payment of the price of the trip earlier than 40 days prior to departure, unless otherwise specifically agreed.

2.3 The arranger may collect an initial part-payment (application fee) in connection with the confirmation. This application fee must be reasonable in relation to the price of the trip and the circumstances in general.

2.4 If the traveller fails to pay the price of the trip in accordance with the agreement, the arranger will be entitled to cancel the agreement and keep the application fee by way of compensation, unless this is unreasonable.

3. The traveller's right to cancel the trip

3.1 The traveller is entitled to cancel the trip as follows.

– When the price of the trip is established, the amount paid by the traveller for cancellation insurance shall not be included in the price of the trip.

– The cancellation fee will always be a minimum of SEK 200 per traveller.

3.1.1 Upon cancellation earlier than 30 days prior to departure, the traveller must pay 5 % of the price of the trip.

3.1.2 Upon cancellation later than 30 days but earlier than 14 days prior to departure, the traveller must pay 15 % of the price of the trip.

3.1.3 Upon cancellation later than 14 days but earlier than 24 hours prior to departure, the traveller must pay 50 % of the price of the trip.

3.1.4 If cancellation takes place within 24 hours of departure, the traveller must pay the entire price of the trip.

3.1.5 In the case of what are known as car package tours (trips with travellers' own cars, ferry transport and accommodation in a cottage or apartment), the traveller must pay the entire price of the trip upon cancellation later than 30 days prior to departure. Item 3.1.1 will apply if cancellation is made prior to this.

3.2 Travellers who have entered into agreements on cancellation insurance will be entitled to cancel their trips in accordance with the following.

– When the price of the trip is established, the amount paid by the traveller for cancellation insurance shall not be included in the price of the trip.

– In the event of cancellation in accordance with item 3.2, the traveller will not be entitled to get back what he has paid for the cancellation insurance.

3.2.1 If the traveller has cancellation insurance, the trip may, in cases as specified in items 3.2.2 – 3.2.4, be cancelled at no cost other than the service charge specified in the arranger's catalogue or brochure. This service charge may amount to no more than 5 % of the price of the trip, but no more than SEK 200.

3.2.2 Cancellation may take place if the traveller or his/her husband/wife/cohabiting partner, a close relative of the traveller or his/her husband/wife/cohabiting partner or sibling or a person with whom the traveller has jointly ordered the trip is affected by a serious illness or worsening of an illness or has an accident prior to departure but after the agreement has become binding for the traveller in accordance with item 1.5 and this illness/accident is such that the traveller cannot reasonably travel.

3.2.3 Cancellation may take place if the traveller is affected by another incident once the agreement has become binding in accordance with item 1.5 and if this incident has such far-reaching effects for the traveller that it is not reasonable to demand that he travel. It shall not have been possible for the traveller to have been able to influence the incident, nor to have been aware of it, nor should he have been aware of this when the trip was ordered. A fire in the traveller's own home is one example of a far-reaching incident of this type.

3.2.4 Cancellation may take place if a person with whom the traveller has jointly ordered the trip cancels his/her trip by virtue of items 3.2.2 or 3.2.3 and it is unreasonable for the traveller to travel without the company of the other person.

3.2.5 Any traveller who has agreed on shared accommodation with another traveller/other travellers who has/have cancelled their trip by virtue of items 3.2.2 – 3.2.4 must receive accommodation of the same standard at no extra cost which in accordance with the agreement is in an agreed or equivalent hotel/facility, in a room/apartment which is suitable in size for the remaining number of travellers. If no such accommodation can be provided, accommodation must be provided in accordance with the agreement at no further cost to the traveller.

3.2.6 The traveller must cancel the trip as soon as possible once the reason for the cancellation has arisen. The reason for the cancellation must be verified in a reliable manner by means of a doctor's

certificate and/or relationship certificate.

3.3 Cancellation must take place in the manner specified in the catalogue, brochure or travel documents.

3.4 After cancellation, any amount owing to the traveller in accordance with the above will be refunded without delay, but within 14 days of the cancellation at the latest.

4. The traveller's right to transfer the agreement

4.1 The traveller may transfer the agreement to someone who meets all conditions to be permitted to take part in the trip. Such conditions may, for example, include a transport company or other party engaged by the arranger in accordance with applicable rules approving the change of traveller. The traveller must notify the arranger or dealer of the transfer within a reasonable time prior to departure.

4.2 Once the agreement has been transferred, the transferring party and the acquiring party will be jointly liable to the arranger or dealer for the amount remaining to pay for the trip and for extra costs, but no more than SEK 200, which may arise on account of the transfer.

5. Amendments made by the arranger prior to departure, and cancellation of the trip

5.1 The rights of the arranger to amend the terms of the agreement

The arranger may amend the terms of the agreement to the detriment of the traveller only if it is stated clearly in the agreement that this may take place.

5.2 The traveller's right to withdraw from the agreement

The traveller may withdraw from the agreement if the arranger explains that he will not be doing what he undertook to do and the breach of agreement is of great significance to the traveller. The traveller may also withdraw from the agreement if the terms of the agreement are amended considerably to his detriment.

If the arranger intends to breach the agreement or if he wishes to amend the terms of the agreement, he must notify the traveller as soon as possible and upon doing so pass on information on the latter's right to withdraw from the agreement in accordance with the first paragraph.

The traveller must notify the arranger or dealer within a reasonable time if he wishes to withdraw from the agreement. If he does not do so, he will lose his right to withdraw from the agreement.

5.3 The traveller's right to a substitute trip

If the traveller withdraws from the agreement in accordance with item 5.2, he will be entitled to another package tour which is of equivalent or better quality, if the arranger or dealer is able to offer this. If the traveller accepts a worse substitute trip, he will be entitled to reimbursement of the price difference.

If the traveller waives his right to a substitute trip, or if it is not possible to offer such a trip, he must receive back what he has paid in accordance with the agreement as soon as possible.

The regulations in the first and second paragraphs will also apply if the arranger cancels the trip without the traveller being to blame for this.

5.4 The traveller's right to compensation, the arranger's cancellation of the trip

In such cases as are referred to in item 5.3, the traveller will be entitled to compensation from the arranger, where reasonable.

The right to compensation due to cancellation of the trip by the arranger will not apply if the arranger demonstrates:

1. that fewer people than a minimum number specified in the agreement have registered for the trip and the traveller has been notified in writing 14 days prior to departure at the latest that the trip has been cancelled (in the case of trips no more than 5 days long, the traveller must be notified 10 days prior to departure at the latest), or

2. that it has not been possible to run the trip on account of an obstacle beyond the control of the arranger which he could not reasonably have been expected to anticipate when the agreement was entered into and the consequences of which he could not reasonably have avoided or surmounted. If cancellation of the trip is due to someone engaged by the arranger, the arranger will be exempt from claims for compensation in accordance with the first paragraph 2 only if the party whom he has engaged would also be exempt in accordance with this regulation. The same is true if the reason is attributable to another party at an earlier stage.

5.5. Amendment of the price

If costs for the arranger increase once the agreement in accordance with 1.5 above has become binding for the parties, the arranger may raise the price of the trip by an amount equivalent to the cost increases if these are due to:

1. changes to transport costs
2. changes to taxes, duties or fees relating to services included in the trip, or
3. changes in exchange rates which affect the arranger's costs as regards the trip.

The price may be increased by an amount equivalent to the traveller's share of the cost increase which affects the arranger for execution of the agreement, provided that this cost increase is of a type such as that specified in 1 – 3 above in this item. If, for example, a fee in accordance with item 2 above increases by SEK 100 for every traveller, the price may be increased by the same amount. If the traveller so requests, the travel arranger will be obliged to describe how the price increase was calculated.

The right to increase prices in accordance with 1 and 3 above will exist only if the cost increase is in excess of SEK 60.

The price may not be increased during the last 20 days prior to the agreed departure day. The arranger must inform the traveller of the price changes as soon as possible.

The price of the trip must be reduced if the arranger's costs are reduced earlier than 20 days prior to the agreed departure day for the same reasons as specified above. In the event of a cost reduction in accordance with 1 and 3 above, the price must be reduced only if the cost reduction is in excess of SEK 60.

5.6 The arranger's and the traveller's right to withdraw from the agreement in the event of radical incidents, etc.

Both the arranger and the traveller are entitled to withdraw from the agreement if, once the agreement has become binding for the parties in accordance with item 1.5, there is a disaster, military operation, general strike or other radical incident at or in the vicinity of the destination or along the planned route which significantly affects the running of the trip or the conditions at the destination at the time when the trip is to be held.

Expert Swedish or international authorities must be consulted in order to determine whether the incident is of a serious nature such as is specified above.

6. Amendments made by the arranger after departure, problems and shortcomings

6.1 Services not rendered

If, after departure, a significant proportion of the agreed services cannot be provided, the arranger must organise appropriate substitute arrangements at no extra cost to the traveller.

If substitute arrangements cannot be organised, or if the traveller rejects such arrangements for acceptable reasons, the arranger must, where reasonable, provide equivalent transport back to the place of departure or to another location approved by the traveller at no extra cost to the traveller. If an amendment to the agreement in accordance with the first or second paragraph impairs conditions for the traveller, he will, where reasonable, be entitled to a discount and compensation.

6.2 Other problems and shortcomings

In the event of problems with the agreed services other than those such as are described in 6.1, the

traveller will be entitled to compensation unless the problem is due to him.

The traveller will not be entitled to compensation if the arranger demonstrates that the problem is due to an obstacle beyond the control of the arranger which the latter could not reasonably have been expected to anticipate when the agreement was entered into and the consequences of which the latter could not reasonably have avoided or surmounted.

If the problem is due to someone engaged by the arranger, the arranger will be exempt from indemnity liability in accordance with the second paragraph if the party whom he has engaged would also be exempt in accordance with this regulation. The same is true if the problem is due to another party at an earlier stage.

In the event of problems which are due to circumstances described in the second or third paragraph, the arranger must immediately provide the traveller with the help required.

6.3 Scope of compensation

Compensation in accordance with these terms, apart from compensation for damage to wealth, will include compensation for personal injury or damage to property.

Compensation for damage/injury covered by the regulations of sjölagen (1994:1009, the Maritime Act), luftfartslagen (1957:297, the Aviation Act), järnvägstrafiklagen (1985:192, the Act on Carriage by Rail) or lagen om internationell järnvägstrafik (1985:193, the Act on International Carriage by Rail) will be paid in accordance with the said laws as they stand at the time the damage/injury occurred instead of in accordance with these terms. However, the arranger will always be liable to compensate the traveller for what the latter is entitled to claim in accordance with the said acts.

It is the responsibility of the traveller to limit the damage to the greatest possible extent.

7. Complaints and rectification

7.1 The traveller may not cite faults in what he is entitled to claim as a consequence of the agreement unless he notifies the arranger or dealer of the fault within a reasonable time after having noticed or after he should have noticed the fault. This should take place at the destination if possible.

7.2 Without prejudice to 7.1, the traveller may cite faults if the arranger or dealer has acted with gross negligence or contrary to faith and honour.

7.3 If the traveller lodges complaints which are not unjustified, the arranger or his local representative must immediately implement action to find an appropriate solution.

8. Responsibilities of the traveller during the trip

8.1 The arranger's instructions, etc.

The traveller is obliged to comply with the instructions for the running of the trip given by the guide or by another person engaged by the arranger. The traveller is obliged to respect the regulations which apply to the trip and to transport, hotels, etc. and behave in such a way as not to disturb fellow travellers or others. If the traveller infringes this regulation considerably, the arranger may cancel the agreement.

8.2 The traveller's responsibility for damage

The traveller will be responsible for any loss which he causes to the arranger due to neglect, for example by failing to comply with instructions given or regulations.

It is the responsibility of the traveller to compensate for damage with a legal foundation in respect of anyone engaged by the arranger to help run the trip.

8.3 Passports, visas, health regulations, etc.

Before an agreement is entered into, the arranger or dealer must inform the traveller in an appropriate manner of such health regulations which will be applicable during the trip and, where of significance to the traveller, of the regulations in terms of passports and visas for citizens of states

within the European Economic Area. However, the traveller himself will be responsible for undertaking the requisite formalities for the completion of the trip, such as the holding of a valid passport, visa, vaccinations and insurance. The traveller himself will be responsible for all costs arising due to shortcomings in the said formalities, such as transport home as a consequence of failing to hold a passport, unless these shortcomings have been caused by incorrect information being supplied by the arranger or dealer.

8.4 Deviation from the arrangement

Any traveller who deviates from the arrangement once the trip has commenced will be obliged to notify the arranger or his representative of this. The traveller must contact the arranger at the latest 24 hours prior to the return time specified by the arranger in order to check details on the trip home.

9. Resolution of disputes

The parties should attempt to resolve disputes relating to the interpretation or application of the agreement by means of negotiation. If the parties are unable to agree, the dispute may be reviewed by Allmänna reklamationsnämnden, the National Board for Consumer Complaints, or by an ordinary court of law.