



March 7th, 2014

## **Svenska Resebyråföreningen (The Association of Swedish Travel Agents and Tour Operators)**

### **Terms and Conditions for Package Tours**

**The following terms regulate the contract relationship between the tour operator, who is a member of Svenska Resebyråföreningen (hereinafter referred to as the “organizer”), and the traveller when purchasing a package tour.**

**In addition to these terms and conditions, the organizer may also set additional or special conditions.**

#### **1. Introductory conditions**

##### **1.1 What is a package tour?**

1.1.1. A “package tour” is an arrangement which has been put together before a contract has been concluded and which consists of

- transport and
- accommodation or
- one of these services in combination with a tourist service which constitutes an insignificant proportion of the arrangement, and which is not ancillary to the transport or accommodation.

1.1.2 In addition, it is a requirement that the arrangement lasts for more than 24 hours, or includes overnight accommodation and is sold or offered for sale at an inclusive price or at separate prices which are linked to each other.

##### **1.2 General responsibilities of the traveller**

1.2.1. The traveller is responsible for ensuring that he/she possesses a whole and valid passport and any other documents which

are required for the journey and, if necessary, visas and the necessary vaccinations.

1.2.2. For all the flights included in the package tour, the traveller shall have completed the check-in in accordance with the travel plan or other instructions.

1.2.3. The traveller shall comply with regulations given by the organizer or which apply for the services included in the package tour such as hotels, airports, means of transport etc.

1.2.4. The traveller shall always behave so that fellow travellers are not inconvenienced. Gross infringement may result in the traveller being excluded by the organizer or his representative from further participation in the tour.

In such cases, the traveller shall himself/herself arrange transport home and also pay all costs which arise in connection therewith.

1.2.5. The traveller shall, when entering into the contract, notify the organizer of his/her nationality, including information about the possession of a Swedish or foreign passport and any double citizenship, so that the organizer is able to fulfil his obligation to inform the traveller of any visa and passport requirements. The organizer’s obligation to inform of visa and passport requirements applies only in relation to EEA-citizens.

1.2.6. The traveller shall, immediately after receipt, carefully go through the confirmation, tickets and other travel documents and check that the particulars agree with that which has

been agreed upon and that all names are spelt in the same way as in the passport. The organizer must immediately be notified of any errors.

1.2.7. The traveller shall immediately notify the organizer of any change of address, e-mail address, telephone number or other information affecting the organizer's possibility to contact the traveller.

1.2.8. The traveller shall follow any instructions given by the organizer for the reconfirmation of flights which are included in individual journeys and package tours without a guide. Failure to reconfirm means that the airline company concerned has the right to use the reserved places, and that the traveller can thus lose the right to use the remaining flights.

1.2.9. The traveller shall continuously keep himself/herself updated about departure places and times. He or she shall, for example, immediately upon arrival at an airport, check the information screens and contact the airport staff if there is any doubt regarding the terminal or exit from which the flight is departing. These particulars are often changed, and lie outside the control of the organizer.

1.2.10. If the traveller has not observed the above responsibilities, he/she cannot make any claim with effect on the organizer, retailer or subcontractor of the package tour for any consequences due to the traveller's failure to follow these obligations.

1.2.11. The main traveller is the person who books the travel and thus enters into the agreement with the organizer. The main traveller is liable for the payment of the entire booking. All changes or cancellations shall be made by the main traveller. Any repayment after cancellation is made to the main traveller. The main traveller shall provide the organizer with correct contact information so that the organizer may provide him/her with important information. The main traveller shall forward any information from the organizer to the other travellers.

### **1.3 Prices and agreed services**

1.3.1. Information in brochures and catalogues, including the Internet, is included in the contract. The information is binding on the organizer, unless he explicitly, in the catalogue or brochure, has reserved the right to make changes and the traveller has received information about such changes before the contract has been entered into.

1.3.2. The traveller shall pay the price of the tour not later than at the time indicated in the contract. The organizer has the right to request a deposit when the contract is concluded. If the full price of the journey is not paid when the contract is concluded, the remaining amount shall be paid at the time indicated by the organizer.

1.3.3. The price shall be indicated in such a way that the price of the whole journey is clearly shown. This shall include all the services included in the contract and all obligatory additions, taxes and fees.

1.3.4. At the destination, airport fees, entrance charges and other local charges may arise, for which it is not possible to request payment when the contract is entered into, since these depend on local rules or on the fact that extra services are provided which are not included in the contract.

1.3.5. Unless otherwise expressly stated, the price of the tour is based on accommodation in a shared double room. If accommodation is desired for only one person, the organizer has the right to charge an additional fee for the single room, regardless of whether this takes place after the contract is made or if it arises as a consequence of a subsequent unpredicted event, e.g. that another traveller is ill. Any request for a single-room addition will be invoiced to the traveller immediately after the organizer has received information about or in some other way has ascertained that a change has occurred.

1.3.6. A connecting journey or a special arrangement is included in the contract only if these have been sold or offered for sale

together with the main arrangement at an inclusive price or for separate prices which are linked to each other.

1.3.7. Special services/performances, at the request of the traveller are included in the contract only if these have been expressly confirmed by the organizer.

1.3.8. If, for the package tour there is a minimum number of participants necessary for arranging the tour, the organizer's marketing material shall clearly show how many participants are needed for the tour together with the date when the traveller, at the latest, shall have received a notification that the journey will not take place. If the minimum number of participants required for the tour is not reached, the organizer has the right to cancel the journey. In such a case, the traveller is not entitled to damages.

1.3.9. Before the contract is concluded the organizer shall inform the traveller about the visa and passport requirements, and the health regulations which will apply during the tour.

1.3.10. The organizer's obligation to inform about visa and passport requirements shall apply only with respect to citizens of states within the European Economic Area (EEA). If the traveller is not a citizen of such a state, the traveller himself/herself is responsible for finding out any visa and passport requirements that apply.

1.3.11. Before the contract is concluded, the organizer shall inform the traveller of the opportunity of taking out a travel insurance and/or insurance protection against possible cancellation. If the organizer offers the cancellation insurance protection and if the traveller wishes to take out such via the organizer, the traveller must notify the organizer of this not later than when the contract to purchase a package tour is concluded. Cancellation insurance cannot be added after the contract has been concluded.

## **1.4. Entering into the contract**

1.4.1. The contract is binding for both parties when the organizer has confirmed the traveller's order in writing. The organizer shall confirm the traveller's order without delay.

1.4.2. The organizer may however instead decide that the contract is binding for both parties when the organizer has confirmed the traveller's order in writing and the traveller has paid the deposit within the agreed time or, if no deposit is to be paid, the price of the whole journey in accordance with the organizer's instructions. Such a provision shall be clearly shown in the organizer's terms.

1.4.3. If the traveller does not make payment in accordance with the contract, the organizer has the right to annul the contract. In the case of such an annulment, the organizer has the right to payment of that amount which the traveller should have paid, if the traveller had cancelled the journey in accordance with the organizer's terms for cancellation.

## **2. Changes in the contract**

### **2.1. Price changes**

2.1.1. If cost increases occur for the organizer after the contract in accordance with item 1.4 has become binding for the parties, the organizer may raise the price of the tour by an amount corresponding to the cost increases if these are due to:

- changes in transport costs, including fuel prices,
- changes in taxes, customs duties or fees or fees for certain services, such as airport, harbour, landing and take-off fees or
- changes in the rates of exchange used in calculating the price for the package tour.

2.1.2. In such cases, the price can be raised by an amount corresponding to the cost increase to which the organizer is subjected in order to fulfil the contract. If e.g. the costs, in accordance with item 2.1.1., are increased by

SEK 100 for each traveller, the price can be increased by the same amount.

2.1.3. The right to raise the price in accordance with the above exists only if the cost increase exceeds SEK 100.

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

2.1.5. In a corresponding manner, the price of the journey shall be reduced if the organizer's costs decrease for the same reasons as indicated above earlier than 20 days before the agreed date of departure. In the event of a cost reduction, the price shall be reduced only if the cost reduction exceeds SEK 100.

## **2.2. Transfer of the package tour**

2.2.1. The traveller is entitled to transfer the tour to another person. However, it is a condition that the person to whom the package tour is transferred fulfils the necessary conditions and requirements indicated by the organizer for participation in the package tour. The right to transfer the tour can in whole or in part be limited by the organizer if the transfer is not possible owing to the terms stated by a subcontractor. If e.g. an air ticket according to the terms of the airline company cannot be transferred, the transfer of the package tour means that the traveller will not receive a refund of the air ticket and that the person to whom the package tour is transferred must buy a new air ticket. The limitations in the right to transfer the tour shall always be clearly shown in the contract.

2.2.2. The traveller and the person to whom the package tour is transferred shall be jointly and severally responsible for the amount which remains to be paid for the tour and for all the extra costs which have been incurred due to the transfer. In addition, the organizer is entitled to reasonable compensation for the extra work involved in the transfer.

## **2.3. Changes after the contract is concluded**

### **2.3.1. Changes before departure at the request of the traveller**

2.3.1.1 For changes after the contract is concluded regarding the date of the tour, its destination, hotel, tour participants etc, the organizer has the right, in addition to payment for the actual costs which the changes involve, to charge an administration fee.

2.3.1.2. After the contract is binding, it is often not possible to make changes in the agreed services. This may apply for e.g. cruises, air tickets and hotel rooms, and shall be indicated in the contract. Therefore, in the event of a change, the traveller does not have the right to a refund of that part of the price for the package tour which consists of the costs for these services.

### **2.3.2. The organizer's changes or cancellation before departure**

2.3.2.1. If the organizer is forced to cancel the journey or if it cannot be carried out as agreed, the traveller shall be informed of this as soon as possible.

2.3.2.2. This does not however apply in the case of changes or deviations which can be considered to be of minor importance for the traveller.

2.3.2.3. If the change means that the financial value of the journey is reduced, the traveller has the right to a reduction in the price.

2.3.2.4. If the changes made by the organizer in the contract are significant, or if the tour is cancelled without the traveller being the reason for this, he/she can:

- annul the contract and recover the whole amount which he/she has paid according to the contract, or
- participate in another package tour, if the organizer can offer such.

2.3.2.5. The traveller shall, within reasonable time after having received a message that the

tour is altered or cancelled, notify the organizer of his/her choice.

2.3.2.6 If the compensation tour has a lower value than the original package tour, the organizer shall pay back the traveller for the difference in the price.

### **2.3.3. The organizer's changes after departure**

2.3.3.1. Circumstances may arise which mean that the organizer after departure cannot provide parts of the agreed services. In such an event, the organizer shall offer a compensation arrangement.

2.3.3.2. For certain package tours, it can, because of their special character, be difficult to predict the exact procedure. Changes in natural conditions, road changes, political events etc can mean that the organizer is forced to make changes in the tour plan. In such an event, the organizer shall if possible offer a compensation arrangement. If the change means a worsening for the traveller, he/she may be entitled to damages and/or a price reduction.

2.3.3.3. If the changes in the agreed services as indicated in 2.3.3.1 or 2.3.3.2 are due to circumstances beyond the control of the organizer, which he could not reasonably have anticipated when the contract was entered into, and the consequences of which he could not reasonably have avoided or overcome, the traveller shall not be entitled to damages. If the changes are due to a subcontractor which the organizer has engaged, the organizer shall be free from the liability to pay damages only if this is due to a circumstance beyond the control of the sub-contractor.

## **3. Termination of the contract**

### **3.1 The traveller's cancellation of the package tour – general conditions**

3.1.1. The traveller's cancellation of the journey shall take place in a manner as indicated in the contract. Unless otherwise indicated, the cancellation shall be in writing.

3.1.2. The traveller has the right to cancel a package travel. The organizer has the right to compensation for any costs incurred due to the cancellation.

The organizer may in his additional conditions state reasonable standardized cancellation fees, based on the time for cancellation.

If the organizer does not state standardized cancellation fees, the traveller shall be entitled to repayment of the price of the package travel reduced by such costs that the organizer is obliged to pay. The organizer shall at the request of the traveller provide him or her with a written calculation of the compensation.

### **3.2 The traveller's and the organizer's right to cancel the contract on account of force majeure**

3.2.1. Both the organizer and the traveller have the right to cancel the contract, if, after the contract has become binding for both parties, at or close to the destination or along the planned travel route there occurs a natural disaster, act of war, general strike or other disturbing event, which materially influences the execution of the tour or the conditions at the destination at the time when the tour is to be carried out. If the organizer or the traveller cancels the contract with the support of this regulation, the traveller is not entitled to any damages.

3.2.2 The assessment of whether or not an event shall be considered to constitute such an event as is indicated in item 3.2.1 shall be made taking into consideration official statements from the Swedish and international authorities. A recommendation from the Swedish Ministry for Foreign Affairs not to travel to the destination concerned shall be considered to be such an event.

3.2.3. The traveller shall not have the right to cancel in accordance with item 3.2.1 if he/she knew at the time when the contract was concluded that such a disturbing event as is referred to in this item existed, or if the event was generally known.

3.2.4. If the traveller is not entitled to cancel the tour in accordance with item 3.2.1 but nevertheless cancels, the cancellation rules in item 3.1 shall apply.

3.2.5. For a round trip, the traveller has the right to cancel only that part of the package tour which is affected by the disturbing event. If, however, this part of the package tour constitutes a significant part of the package tour, the traveller is entitled to cancel the whole tour.

### **3.3. Cancellation protection and cancellation insurance**

3.3.1. If the traveller has entered into a contract regarding cancellation protection or cancellation insurance, the journey may be cancelled in accordance with the terms which apply for the cancellation protection or cancellation insurance.

## **4. Errors and deficiencies**

### **4.1 Complaints**

4.1.1. In the case of a fault in the agreed services, the traveller shall, immediately after he/she has noticed or should have noticed the fault, complain to the organizer, or to his representative or to the sub-contractor whom the fault concerns, to give the organizer the opportunity of rectifying the fault. The complaint shall if possible be made at the destination.

4.1.2. The traveller shall if possible make sure that the complaint is documented in writing by the organizer or his sub-contractor on the spot.

4.1.3. The traveller may not invoke faults unless a complaint has been made as indicated above.

4.1.4. The claim for damages or a price reduction shall be made to the organizer immediately after the conclusion of the tour.

4.1.5. If a claim regarding a fault in the agreed services is submitted more than two

months after the time when the traveller noticed or should have noticed the fault, the traveller is considered to have lost the right to complain about the fault.

## **4.2. Rectification of faults**

4.2.1. If the organizer offers to rectify the fault, the traveller cannot claim a price reduction or annul the contract, provided the rectification takes place within a reasonable time and without any extra cost or great disadvantage for the traveller.

4.2.2. The traveller shall always limit the extent of the injury as far as is possible.

## **5. Limitations in the compensation liability of the organizer**

5.1. The organizer's liability in the event of a claim on account of a fault or deficiency shall be limited to the limiting amounts valid at the time as defined by the Warsaw and Montreal conventions (for air traffic) and the Athens convention (for transport at sea and on waterways). The organizer's liability cannot therefore exceed that which applies for the sub-contractor(s) immediately responsible for the deficient service.

5.2. The airline companies have the immediate responsibility for the correct carrying out of the transport in accordance with the Warsaw and Montreal conventions, EU-Regulation 889/2002, EU-Regulation 261/2004 and the Swedish Air Traffic Act.

5.3. The above means that the traveller shall, in the event of delayed, lost or damaged baggage, in the first place complain and submit his/her claims to the contracting or operating airline. The claim shall be made as soon as the events are known to the traveller

If possible, the loss or damage report shall be made at the arrival airport, where the damage report (PIR-report) shall be drawn up.

5.4. The organizer shall not be responsible for medicines, valuables such as camera, cash,

Jewellery, etc. packed in checked-in baggage. Certain airlines offer a special insurance for objects that are especially liable to be stolen. In such cases, a special declaration shall be made directly to the airline at the time of check-in.

5.5 It shall be noticed particularly that airlines often have mutual agreements about how they take care of each other's flights. To make things easier for the traveller in the case of complaints and troubles, he/she always has, according to the Montreal convention, the right to choose whether the claim shall be made to the airline named on the travel document (the contracting airline) or to the airline which actually carries out the transport (the operating airline).

## **6. Disputes**

6.1 The parties should try to solve through negotiation any dispute concerning the interpretation or application of the contract. If the parties cannot be reconciled, the dispute can be tried by the Swedish National Board for Consumer Complaints (*Sw. Allmänna Reklamationsnämnden*) or by a public court of law.

*These terms have been drafted by Svenska Resebyråföreningen (the Association of Swedish Travel Agents and Tour Operators) and are protected by copyright.*