

GENERAL TERMS AND CONDITIONS FOR TRAVEL

1 Service Provider

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2 Applicable Terms and Conditions

- 2.1 These general terms and conditions for travel apply to trips purchased from the service provider after 1 July 2018 regardless of the type of travel.
- 2.2 Depending on the type of travel, one of the following special terms and conditions can be applied to the trip whereby the applicable special terms and conditions take precedence if there is a discrepancy between the special terms and conditions and these general terms and conditions:
- (i) special terms and conditions for route and cruise trips;
 - (ii) special terms and conditions for package travel; or
 - (iii) special terms and conditions for conference and group trips.
- 2.3 In addition, potential additional or campaign-specific terms and conditions can be applied as indicated in conjunction with the booking process.
- 2.4 If the English text of these general terms and conditions for travel or the special terms and conditions are contradictory to the Finnish text of the general terms and conditions for travel or the special terms and conditions, the Finnish text will be followed.
- 2.5 Unless otherwise provided for in the applicable special terms and conditions, an agreement under the applicable terms and conditions becomes binding once the service provider confirms the booking of the trip.

3 Booking

- 3.1 The traveller must book their trip in advance. Please visit our website for further information on booking a trip and on accepted payment methods.
- 3.2 The travel booking and the related ticket are only valid for the departure(s) shown on the ticket. If the traveller wishes to change their departure, they must cancel their booking and make a new booking to receive a new ticket. Prices in force at the time of the rebooking will be applied to the rebooking. The service provider is not responsible for lost tickets. A separate fee may be charged for printing a new travel card.
- 3.3 To enable travel booking, the traveller must provide certain mandatory information in connection with the booking. The traveller must always provide the service provider with contact details where they may be contacted before and during the trip. The traveller is liable for any additional costs or delays that arise due to the information provided by the traveller being incorrect or incomplete (e.g. if the traveller cannot be informed of unexpected changes in the timetable due to lacking mobile phone number). The forms of data processing are described in more detail in the service provider's privacy policy.
- 3.4 A representative of a traveller group must provide their group with all the information and documents required for the trip and the service provider with all necessary information and documents concerning the travellers. The service provider is deemed to have satisfied their duty to provide information by making the information concerning the trip available to the group's representative and do not need to provide the information to each individual traveller separately.
- 3.5 A representative of a traveller group can make changes to the group's bookings alone or together with the individual traveller requesting the changes.
- 3.6 The traveller or the representative of a traveller group is responsible for the accuracy of the information they provide to the organiser, such as the timing of the trip, the name/s, date/s of birth and other personal details of the traveller/s or any special requirements, and for providing the information on time. The service provider cannot be held liable for any losses resulting from inaccurate or incomplete information having been provided by the traveller or the representative of a traveller group.

4 Prices and Fees; Ticket Delivery

- 4.1 Unless otherwise stated, the prices indicated on the website and price lists apply to trips purchased directly from the service provider. The service provider reserves the right to change their prices and departure timetables. The service provider cannot be held liable towards the customer for any additional costs from changes, if such changes are caused by weather conditions or other events of force majeure events set out in Section 16.7.
- 4.2 Only one discount, campaign offer or similar reduction can be used for a trip per traveller.
- 4.3 The total price of the trip must be paid by the due date given by the service provider or by another agreed due date. Provided that they pay for the trip, the traveller is entitled to receive their documents relating to their trip well in advance of the trip.
- 4.4 If an invoice is the agreed method of payment and the invoice has not been paid by the due date, the service provider is entitled to cancel the trip without prior notification. The service provider will charge a separate fee for tickets paid at check-in. Trips booked online must be paid in full when making the booking.

4.5 The service provider has the right to terminate a traveller's contract if the traveller fails to pay for all or part of their trip by the agreed due date provided that the traveller has been given a reasonable time for payment. The document in which the due date is specified must explain the service provider's right to terminate the contract on the grounds of non-payment.

4.6 If the traveller has the right to transfer the booking to another person, for example, under the applicable special terms and conditions, the service provider can charge the costs and office expenses caused by the transfer. Liability for the costs of the trip and for the compensation payment to the organiser will be shared between the original traveller and the person travelling instead.

5 Cancellation

5.1 The special terms and conditions of the travel type shall apply to the cancellation of the trip. Unless a right of cancellation is set forth in the special terms and conditions, the booking cannot be cancelled. If the traveller falls ill, their right to cancel the trip will not be broadened.

5.2 Travellers who fail to show up for their trip at the appointed time without cancelling or without being able to cancel their trip or who are unable to attend the trip due to missing documents for which the traveller is responsible, such as their passport, visa, proof of identity or vaccination certificate, will not be entitled to a refund. If the traveller fails to show up for their outward journey as described above, the service provider can cancel the booking for the return journey.

6 Age Limits; Travelling Minors

6.1 Unless otherwise stated, all travellers must be at least 18 years of age at the beginning of the trip.

6.2 Travellers under the age of 18 may only travel accompanied by their guardian or a person over the age of 22 authorised in writing by the guardian. One supervisor is required for each group of 10 travellers under the age of 18. In addition, each group of 20 persons or more must have a supervisor who is at least 22 years of age and who has undertaken to be responsible for the entire group. The authorisation and supervision forms will be controlled at the check-in counter. Those unable to present a properly completed form will be denied permission to board. Only the service provider's forms with all requested information filled in are accepted.

[Travel authorisation form \(PDF\)](#)

[Alone travelling young travellers travel permission \(PDF\)](#)

[Group supervisor's commitment form \(PDF\)](#)

6.3 However, with the consent of their guardian, young persons aged 16–17 years can participate in a day cruise or a route cruise without a supervisor in the manner set out in the special terms and conditions for route and cruise trips.

6.4 Age limits may differ from the aforementioned limits for route and cruise trips. For more information on the age limits applicable to route and cruise trips, please refer to the special terms and conditions for route and cruise trips (Section 2.1).

7 Travel Documents and Travel Insurance

7.1 Travellers must have all travel documents, such as a passport and visa, required by law and the authorities for the trip in question in order to be able to board the ship. A driver's licence is not valid as a travel document. All travelling children and minors must have a valid travel document of their own. A so-called identity card for a minor issued without the guardians' consent, an identity card issued to a foreigner or a temporary identity card are not valid as travel documents.

7.2 The traveller is responsible for observing the service provider's instructions and ensuring that they have the necessary documents for their trip (e.g. passport, visa, vaccination certificates) and that these documents and tickets are correct and match each other. The traveller is also responsible for checking transport timetables. As long as the service provider has provided all the necessary information, they cannot be held liable for any loss incurred by the traveller if the traveller is unable to participate in all or part of the trip due to inadequate travel documents (e.g. a damaged passport) or not having or being denied a visa.

7.3 The service provider must provide the traveller with general information about the passport and visa requirements of the destination country prior to concluding the contract, including the average processing time for visa applications. For more information, please visit the service provider's website.

7.4 The service provider cannot be held liable for any voluntary insurance that the traveller may need for the trip. Instead, the traveller is responsible for obtaining insurance themselves and for ensuring that it covers what is needed in the event of cancellations, for example. To this end, the service provider shall instruct the traveller to obtain sufficient insurance to cover accidents and property damage as well as cancellations.

8 The Traveller's Obligations and Responsibilities

- 8.1 The traveller must arrive at the check-in counter at least an hour before departure. Check-in will end 30 minutes before the scheduled departure time. A traveller who fails to show up before check-in closes is deemed to not have arrived in the manner set out above in Section 5.2.
- 8.2 The traveller must observe any instructions and orders regarding the execution of the trip, given by the authorities, the service provider or the service provider's representatives, as well as any applicable hotel and transportation rules.
- 8.3 The traveller must not disturb other travellers by their conduct or cause danger or disturbance to themselves or the safety of the vessel. A traveller who fails to observe these responsibilities risk losing their place on the trip or being repatriated prematurely or being removed, for example, from a specific section of the ship. Such travellers will not be entitled to a refund and they will bear all the costs of their return journey. There will be no refund for any additional services for the traveller.
- 8.4 The service provider's staff have the right to deny access of persons who are under the influence of alcohol or drug(s), who are in possession of substances classified as illegal drugs, who behave in a disturbing or threatening manner or otherwise fail to comply with the rules or regulations regarding age limits, order or other issues.
- 8.5 The traveller is liable for any damage they cause intentionally or through negligence to the service provider or third parties, for example, by violating these provisions.
- 8.6 The safety of the traveller while abroad is primarily the responsibility of the traveller themselves and the authorities of the country in question. The traveller must take local conditions into consideration in their actions.
- 8.7 Key information about the safety and other characteristics of specific travel destinations is available on the websites of the Finnish Ministry for Foreign Affairs and the National Institute for Health and Welfare at www.um.fi and <http://www.thl.fi>. The traveller must read the information in order to familiarise themselves with local conditions at the destination.

9 Medical Conditions, Pregnancy, Persons with Reduced Mobility

- 9.1 Any person suffering from a medical condition which adversely affects their state of health or ability to travel must consult their doctor before booking a ticket to make sure they are fit to travel. We do not recommend travelling during the last weeks of pregnancy.
- 9.2 If a person with reduced mobility requires assistance at the terminal or on board, they must inform the service provider thereof in connection with the booking no later than 48 hours before departure. Please read more about the right to assistance and the applicable terms and conditions and other related information [here](#).
- 9.3 Traveller with reduced mobility should observe the limitations of the premises on board and the requirements set by any emergency measures. If a traveller with reduced mobility requires assistance by another person, they must arrange for an accompanying assistant. The assistant must help the traveller at check-in, while boarding and disembarking and during the crossing. If a person's ability to travel is reduced due to a reason mentioned above, please inform our staff when making the booking. In addition, the traveller's name and cabin number must be left at the Information Desk. In order to maintain safety on board, the captain of the vessel has the discretionary power to decide if a person is fit to travel or if they need an assistance.

10 Vehicles

- 10.1 If a vehicle is brought on board, it must be equipped with the vehicle nationality mark (a sticker with a group of characters identifying the country of registration) or EU licence plates. Please check other national requirements in advance. The traveller must also ensure sufficient insurance coverage for the vehicle. The service provider recommends that travellers by car read, for instance, the recommendations of their local Automobile and Touring Club.
- 10.2 If the driver of a vehicle is not the owner or possessor specified in the registration documents, the driver must have an international authorisation by the owner, proving that the driver has the right to take and drive the vehicle abroad.
- 10.3 The traveller is responsible for ensuring that they provide the correct measurements of their vehicle and that the measurements meet with the service provider's requirements. If it turns out that the vehicle is larger than indicated by the traveller to the service provider, the traveller is liable for any resulting additional costs and for any damage suffered by the vehicle during the voyage due to the incorrect measurement information and/or for not being able to bring the vehicle on board. Any additional equipment and devices fitted on the vehicle will be included in the car measurements (for example, a ski box).

11 Pets

- 11.1 Pets are welcome on Eckerö Line. No extra fee is charged for pets, but a place for the pet must be booked in advance.
- 11.2 Hotels charge extra for pets. The fee is payable at the hotel. Note that not all hotels allow pets.
- 11.3 A traveller can stay on board with the pet in other premises than restaurants and bars if the pet is kept in a pet carrier or a bag. Otherwise, pets must be kept in a pet cabin or in a car on the car deck. Pets travelling on the car deck are the owner's responsibility. Travellers have no access to the car deck during the voyage. The temperature on the car deck may be high during the summer time. The availability of pet places is limited. Pet places and a potential pet cabin must be booked separately through the sales service.

- 12 Defects; Delays**
- 12.1 The service provider is deemed to be in breach of contract, if the services or other arrangements associated with a trip do not correspond to what has been agreed or what can be deemed to have been agreed.
- 12.2 When travelling on board, the traveller can demand compensation for delays from the ticket price as follows (without prejudice to the foregoing):
- (i) The traveller can ask for a 25% discount on the price of their ticket from the service provider, if the vessel arrives at its final destination at least:
 - (a) one hour late on a voyage that is scheduled to take no more than four hours;
 - (b) two hours late on a voyage that is scheduled to take more than four hours but no more than eight hours;
 - (c) three hours late on a voyage that is scheduled to take more than eight hours but no more than 24 hours; or
 - (d) six hours late on a voyage that is scheduled to take more than 24 hours.
 - (ii) The traveller can ask for a 50% discount on the price of their ticket from the service provider, if the vessel arrives at its final destination at least:
 - (a) two hours late on a voyage that is scheduled to take no more than four hours;
 - (b) four hours late on a voyage that is scheduled to take more than four hours but no more than eight hours;
 - (c) six hours late on a voyage that is scheduled to take more than eight hours but no more than 24 hours; or
 - (d) 12 hours late on a voyage that is scheduled to take more than 24 hours.
 - (iii) If the departure is cancelled, the traveller can ask for a full refund of the ticket from the service provider.
- 12.3 However, a maritime passenger is not entitled to compensation referred to in Section 12.2 where the cancellation or delay is caused by weather conditions endangering the safe operation of the ship or by extraordinary circumstances hindering the performance of the passenger service, which could not have been avoided even if all reasonable measures had been taken.
- 12.4 For more information on the rights of maritime passengers, please [visit the webpage of the EU Commission](#).
- 13 Complaints**
- 13.1 A traveller wishing to complain about a breach of contract by the organiser after the trip must notify the service provider (or in the case of a package travel the organiser or the retailer) of their complaint within a reasonable period of time from when they notice or should have noticed the breach. A traveller who notices a breach of contract that can be remedied during the trip must alert the service provider (or in the case of a package travel, the organiser or retailer) as soon as possible. Please make any complaints during the trip at the ship's Information Desk and/or the hotel's reception.
- 13.2 Unless the breach of contract requires immediate remedial action, the traveller must allow a reasonable period of time for the breach to be rectified. What constitutes a reasonable period of time depends on the duration of the trip, the destination and other factors relating to the nature of the trip.
- 13.3 However, the above does not prevent the traveller from filing a complaint if the service provider or a trader used by the service provider for assistance in delivering on the contract has acted with gross negligence or in bad faith.
- 14 Rectifying Defects**
- 14.1 Service provider must rectify any breaches of contract immediately or, if immediate remedial action is not necessary, by a reasonable deadline set by the traveller and in a manner that does not result in the traveller incurring any costs or major inconvenience. What constitutes a reasonable deadline for rectifying breaches of contract depends on the nature of the breach and its effect on the traveller as well as the service provider's possibilities of rectifying the breach.
- 14.2 The traveller may be entitled to a price reduction covering the duration of the breach and to compensation despite the organiser's remedial action in the manner referred to in these general terms and conditions for travel and the applicable special terms and conditions for travel.
- 14.3 The service provider cannot be expected to rectify a breach of contract if remedial action is impossible or would result in the service provider incurring unreasonable costs. What constitutes unreasonable costs depends on the scale of the breach and the value of the affected travel services.
- 14.4 If a service provider decides not to rectify a breach of contract or fails to take immediate remedial action if immediate remedial action is required or fails to rectify the breach by the deadline set by the traveller, the traveller has the right to take action themselves. In such circumstances, the traveller is entitled to be reimbursed for any costs incurred from the remedial action taken.
- 14.5 The service provider is not required to reimburse the traveller for costs incurred by them from rectifying a breach of contract by the service provider if the costs are unreasonable. A service provider who refuses to rectify a breach of contract pursuant to this section may have a duty to provide the affected traveller with a price reduction and compensation in the manner referred to in these general terms and conditions and the applicable special terms and conditions for travel.
- 15 Price Reduction**
- 15.1 If a service provider fails to rectify a breach of contract without delay or if the breach cannot be remedied, the traveller is entitled to a price reduction proportionate to the impact of the breach unless the service provider can prove that the breach was caused by the traveller.

- 15.2 No price reduction is necessary if the breach only has a minor impact considering the entire contract. The price reduction depends on the total price of the trip rather than the price of the individual service affected by the breach. The traveller's personal needs and any special wishes expressed in connection with concluding the contract can also be taken into account when assessing the impact of the breach.
- 16 Compensation**
- 16.1 The traveller is entitled to compensation for any losses incurred by them because of a breach of contract by the service provider. The service provider must pay the compensation without undue delay.
- 16.2 However, the right to compensation is lost if the service provider can demonstrate that
- 1) the breach of contract was due to the traveller;
 - 2) the breach was due to third parties who are unrelated to the provision of travel services and it could not reasonably have been foreseen or prevented;
 - 3) the breach was due to unavoidable and extraordinary circumstances.
- 16.3 The traveller must take any reasonable steps to mitigate their losses. The service provider cannot be held liable for losses resulting from the traveller's own actions.
- 16.4 Compensation in the event of losses incurred during transport by air, sea or rail will be calculated based on the rules or contracts applied by the transport operator to their services. The service provider's liability for damages in the context of transport is governed by the applicable provisions of the Finnish Maritime Act (674/1994) or Regulation (EC) No 392/2009 of the European Parliament and of the Council on the liability of carriers of passengers by sea in the event of accidents, the Finnish Act on Transport by Air (289/1937), the Finnish Act on Air Transport Contracts (45/1977), the Finnish Air Transport Act (387/1986), the Finnish Rail Transport Act (1119/2000), Council Regulation (EC) No 2027/97 on air carrier liability in the event of accidents or the Convention concerning International Carriage by Rail (COTIF; TrS 5/1985), the Convention for the Unification of Certain Rules for International Carriage by Air (TrS 76/2004) or the 2002 Protocol to the 1974 Athens Convention relating to the carriage of passengers and their luggage by sea (TrS 70/2017).
- 16.5 The amount of compensation payable to the traveller depends on the amount of losses incurred by them and is in all cases limited to the price of their trip. However, this limitation of liability does not apply in the event of personal injury or other losses caused intentionally or through negligence.
- 16.6 To be eligible for compensation, the traveller must demonstrate that the organiser has committed a breach of contract and that the losses are directly attributable to the breach. The burden of proof regarding the amount of losses also rests with the traveller.
- 16.7 The service provider cannot be held liable for any losses resulting from unavoidable and extraordinary circumstances that are beyond the service provider's control and the consequences of which could not have been avoided even if all reasonable steps had been taken. Such unavoidable and extraordinary circumstances include, for example, orders by the authorities, airspace restrictions, war, other serious security issues, such as terrorism, serious unrest, significant risks to human health, such as the outbreak of a serious disease at the destination, or natural disasters such as flooding, earthquakes or weather conditions that make travelling to the destination in a safe manner as specified in the contract impossible or that otherwise significantly impede running the trip as agreed. Such circumstances also include interruptions in the supply of essential services, such as electricity or water, due to a natural disaster or workers' strikes, for example.
- 16.8 The service provider cannot limit their liability for a traveller's delayed return home on the grounds of unavoidable and extraordinary circumstances, if the transport service provider in question is prevented by applicable European Union laws from denying liability in such circumstances.
- 17 Deduction of Compensation Paid under Other Laws**
- 17.1 Any price reduction given or compensation paid to a traveller pursuant to European Union laws governing the rights of travellers or international conventions will be deducted from any compensation payable pursuant to these terms and conditions.
- 17.2 The traveller has a duty to declare any compensation they have received because of breaches of the travel contract from other parties to the service provider (or in the case of a package travel, to the organiser or retailer).
- 18 Claims for Damages**
- 18.1 The procedure for filing complaints concerning breaches of contract by the organiser is laid down in Section 13 of these general terms and conditions for travel.
- 18.2 Claims for damages must be made to the service provider in writing and within a reasonable period of time. Any claims for damages should be sent within two months of travel through the website using the following customer feedback link [here](#) or by post to Eckerö Line, PO Box 307, 00221 Helsinki, Finland. Please label your letter 'Customer Feedback'.
- 19 Governing Law and Dispute Resolution**
- 19.1 These general and special terms and conditions for travel shall be governed by and construed in accordance with the laws of Finland (without regard to its principles and rules on conflict of laws).
- 19.2 If a dispute concerning a contract cannot be resolved through negotiation between the parties, a consumer has the right to refer the case to the Consumer Disputes Board (www.kuluttajariita.fi/en) for resolution. A consumer wishing to refer a case to the Consumer Disputes Board must first contact the Consumer Advisory Services

(www.kkv.fi/en/consumer-advice). A traveller can also file a civil suit in their local District Court. Customers can also contact the European Commission's online platform for dispute resolution: <http://ec.europa.eu/odr>.

- 19.3 Any disputes between corporate customers and the service provider shall always be settled by the District Court of Helsinki, unless otherwise agreed.

SPECIAL TERMS AND CONDITIONS FOR ROUTE AND CRUISE TRIPS

1 Scope

- 1.1 These special terms and conditions apply to route and cruise trips provided by the service provider. However, in case of a package travel, the special terms and conditions for package travel shall apply.

2 Age Limits

- 2.1 Notwithstanding what is stated on age limits in Section 6 of the general terms and conditions for travel, young persons aged 16–17 years can travel alone with the consent of the guardian. If necessary, the young person can be assigned an accompanying person both for the port of departure and the port of destination. The authorisation forms will be checked at the check-in counter. Those unable to present a properly completed form will be denied permission to board. Only the service provider's forms with all requested information filled in are accepted.

[Alone travelling young travellers travel permission \(PDF\)](#)

3 Amendments and Cancellations

- 3.1 Cancellations can be made without any charge up to 7 days before departure. If you cancel within 6 to 1 days before departure, we will charge 50% of the price or, alternatively, you can postpone your trip to a date up to 12 months from the original departure date. If you cancel less than 24 hrs before departure, you will be charged the ticket price in full. All refunds are subject to an office fee of 10 euros.
- 3.2 We recommend that you take up a travel insurance that covers cancellations.

SPECIAL TERMS AND CONDITIONS FOR PACKAGE TRAVEL

4 Scope

- 4.1 These special terms and conditions for package travel apply to packages that cover a period of at least 24 hours or include overnight accommodation and are purchased primarily for private purposes, combining at least two of the following types of travel services: 1) carriage of passengers, 2) accommodation, 3) rental of cars or other motor vehicles within the meaning of Section 2(3) of the Act on Travel Service Combinations, such as motorcycles requiring a Category A driving licence or self-propelled vehicles with at least four wheels and a design speed of more than 25 km/h, or one of the above in combination with 4) any other essential tourist service, provided that the package is sold or marketed in Finland. Accommodation also includes a few weeks' stay with a host family in connection with a language course, for example, although not in connection with a long-term exchange programme.
- 4.2 Any reference below to the organiser means the service provider, i.e. Eckerö Line Ab Oy.
- 4.3 These special terms and conditions for package travel together with the organiser's general terms and conditions for travel correspond to the terms and conditions agreed between the Association of Finnish Travel Agents and the Finnish Consumer Ombudsman, which are based on the mandatory provisions of Directive (EU) 2015/2302 of the European Parliament and of the Council on package travel and linked travel arrangements and the Finnish Act on Travel Service Combinations (901/2017, <https://www.finlex.fi/fi/laki/alkup/2017/20170901>).

5 Package Travel Contracts and Responsibility for Delivering on Contracts

5.1 Conclusion of the Contract

- 5.1.1 The contract becomes binding once the initial payment is made to the organiser by the given due date.

5.2 Responsibility for Delivering on Contracts

- 5.2.1 The organiser is responsible for ensuring that the travel package delivers what has been agreed with the traveller. The organiser is also responsible for any services they procure from service providers in order to deliver on the contract (such as transport operators and hotels).
- 5.2.2 A potential retailer is responsible for the information they provide to the traveller and for delivering on the contract in the same way as organisers, if the organiser is based outside the European Economic Area and the retailer cannot provide evidence of the organiser delivering on these responsibilities.
- 5.2.3 Prior to concluding the contract, the traveller must be given information on whether the organiser or the retailer has provided a security as referred to in the Finnish Act on Providers of Travel Service Combinations (921/2017) and whether the security covers the package travel in question.
- 5.2.4 The traveller can report breaches of contract pursuant to these terms and conditions by contacting either the organiser or the retailer.
- 5.2.5 The complaints procedure is laid down in Section 13 of the general terms and conditions for travel.

5.3 Content of Contracts

- 5.3.1 Each package must include the services and arrangements that have been agreed between the traveller and the organiser. The contract must cover all the terms and conditions supplied in writing or electronically before the conclusion of the contract, the standard information form and other information concerning the package required under the Act on Travel Service Combinations (www.finlex.fi/fi/laki/alkup/2017/20170901) and the Decree on Information to Be Provided to Travellers on Travel Service Combinations (www.finlex.fi/fi/laki/alkup/2018/20180181).

5.4 Potential Safety risks at the Destination

- 5.4.1 The organiser must inform the traveller of any special risks relating to the trip and the general health regulations in force in the destination country prior to the trip, www.um.fi. The traveller is responsible for obtaining any advice specific to their personal health concerns themselves. The traveller must be provided with instructions in the event of an illness, an accident or another similar event.

5.5 The Organiser's Obligation to Provide Assistance

- 5.5.1 If the traveller falls ill, has an accident, becomes a victim of a crime or suffers other losses during the trip, the organiser must provide the traveller with information on health services, local authorities and consular assistance as well as access to a means of distance communication and help the traveller to make alternative travel arrangements and provide other necessary assistance without undue delay. The traveller will bear the costs of these and any other special arrangements required by the circumstances (such as new transport, additional nights in a hotel and any additional costs incurred by the organiser) that the organiser makes to accommodate the traveller's situation. If a situation such as that referred to in Section 12.1 b of these special terms and conditions for package travel arises during a trip, the organiser must provide the traveller with appropriate assistance and take any reasonable steps to limit the traveller's losses and inconvenience.

5.5.2 The organiser has the right to charge a reasonable fee for any such assistance provided, if the traveller has caused the situation intentionally or through negligence. However, the fee must not exceed the actual costs incurred by the organiser from providing the assistance.

5.5.3 An organiser who does not have local staff available to assist travellers at the destination must provide the traveller, prior to the trip, with the name and contact details of the local representative of the organiser or retailer, or similar information about local points of contact that the traveller can turn to for assistance. In the absence of such representative or point of contact, the traveller must be given information on how they can contact the organiser or retailer if necessary.

5.6 The Traveller's Special Obligations and Responsibilities

5.6.1 In addition to what has been stated above in Section 8 of the general terms and conditions for travel on the obligations and responsibilities of the traveller, the traveller may be held liable for any consequences and/or costs incurred from their use of the services or components included in the package in a manner that violates the package travel contract. For example, failure to use all or part of any transport services included in the package may cause the traveller to lose their right to some or all remaining services.

6 The Traveller's Right to Cancel the Booking before the Start of the Trip

6.1 The traveller has the right to cancel their booking at any time before the start of the trip. In such circumstances, the organiser has the right to charge a cancellation fee as follows:

- Administrative costs as agreed (10 euros), if a booking is cancelled at least 45 days before the start of the trip
- A booking fee, if a booking is cancelled less than 45 days but at least 21 days before the start of the trip
- 50% of the price of the package, if a booking is cancelled less than 21 days but at least seven days before the start of the trip
- 75% of the price of the package, if a booking is cancelled less than seven days but at least three days before the start of the trip
- 95% of the price of the package, if a booking is cancelled less than three days before the start of the trip.

6.2 If the price of a package is based on two or more travellers sharing a room or an apartment and one of the travellers cancels their booking, the organiser has the right to charge for the cancellation as per Section 6.1 as well as for any costs incurred from the accommodation not being used in full. Liability for the aforementioned costs will be shared between the traveller who cancels their booking and the other travellers in the group. The organiser and the travelling entourage can agree to deviate from the above by finding accommodation that is more suitable for the remaining travellers, in which case the travellers attending the trip will bear any additional costs incurred.

6.3 Cancellation costs may differ from those listed in Section 6.1, in the case of a package subject to, e.g. campaign-specific special terms and conditions. In such circumstances, the special terms and conditions must specify the cancellation costs or how such cancellation costs will be calculated.

7 The Traveller's Right to Cancel Their Booking before the Start of the Trip Due to Changes Made by the Organiser or Conditions at the Destination

7.1 The traveller has the right to cancel their booking if

a) the organiser makes substantial changes to the travel arrangements. Substantial changes include, for example, a change in transportation that results in a considerably longer travel time, changes to departure and arrival times that cause considerable inconvenience or extra costs to travellers, for example, due to having to rearrange their transport or accommodation, a daytime flight being replaced by a night-time flight (an afternoon arrival time is replaced by an arrival time after midnight), a change of destination or a change that significantly decreases the standard of accommodation, as well as substantial changes in the nature of the trip, such as a trip having been advertised as accessible for disabled passengers not turning out to be so; or

b) they have reason to believe that the organiser's ability to perform the trip as agreed has been significantly compromised after the conclusion of the contract due to war having broken out at the destination or in its vicinity or other serious security issues, such as terrorism or a natural disaster such as flooding, an earthquake or weather conditions, workers' strikes, significant risks to human health, such as the outbreak of a serious disease at the destination, or other similar circumstances, or if the trip cannot be run without endangering the traveller's health or life for some other unexpected reason.

The traveller's right to cancel the booking depends on the official view of Finnish authorities on the situation or official reporting by a Finnish mission, for example; or

c) the dates or times of the trip change

- by more than 24 hours in the case of trips lasting at least seven days

- by more than 12 hours in the case of trips lasting between two and six days

- the traveller's right to cancel trips lasting less than two days is assessed case by case; or

d) they have strong reason to believe that the organiser will otherwise fail to deliver on some essential element of the contract.

- 7.2 The organiser must inform the traveller of any changes by means of a durable medium, and the notice must explain what changes the organiser intends to make, whether the changes will affect the standard of the package or lower its value, the amount of any discount given to the traveller due to the changes and whether the changes entitle the traveller to cancel their booking.
- 7.3 A traveller who wishes to cancel their booking must communicate their wish to the organiser without undue delay. A traveller who does not inform the organiser of their wish to cancel their booking by a reasonable deadline, given in the notice of changes, is deemed to have accepted the proposed changes.
- 7.4 The traveller's right to cancel their booking due to price increases is established in Section 10.3.
- 7.5 A traveller who cancels their booking in the aforementioned circumstances is entitled to a refund of the price of the package without undue delay and in any case within 14 days of the cancellation. However, a cancellation fee will be charged if the traveller was aware of the circumstances referred to in Section 7.1 b) when the contract was concluded.
- 7.6 Travellers who cancel their booking due to the reasons listed above in Sections 7.1 a), 7.1 c) or 7.1 d) are also entitled to compensation for any amounts they have spent on their trip that have become worthless due to the cancellation unless the changes are due to circumstances that are beyond the organiser's or their subcontractors' control.
- 8 The Traveller's Right to Interrupt the Trip and Terminate the Contract During the Trip**
- 8.1 The traveller has the right to interrupt the trip if
- a) the performance of the travel arrangements is faulty to the point that the trip does not satisfy its original purpose; or
 - b) a situation referred to in Section 7.1 b) arises during the trip and the traveller was not aware of the conditions at the destination when the contract was concluded.
- 8.2 A traveller who interrupts their trip or terminates the contract is entitled to a refund of the price of the package and any other payments made to the organiser. Any services provided by the organiser that have benefited the traveller (e.g. any portions of a trip consisting of several parts, any meals served during the trip or tickets used by the traveller) will be taken into account when calculating the refund.
- 8.3 If necessary, the organiser must arrange and pay for the return journey of any traveller who wishes to terminate the contract on the grounds of Section 8.1 a). In such circumstances, the traveller must be able to return home using the same form of transport as originally agreed and to the same location from which they departed or another location as agreed.
- 8.4 A traveller who wishes to interrupt their trip due to the circumstances referred to in Section 8.1 b) and whom the organiser fails to assist in arranging their return journey pursuant to Section 5.5 have the right to make their own arrangements. However, in such circumstances, the traveller must strive to limit the costs and other losses to be borne by the organiser.
- 8.5 The traveller's right to compensation is laid down in Section 16 of the general terms and conditions for travel and Section 15 of these special terms and conditions.
- 9 The Traveller's Right to Request Changes to the Contract and Transfer the Package to another Traveller**
- 9.1 Travellers have the right to change the departure date, destination or hotel up to 45 days before the start of the trip by paying any difference between the original package and the new package as well as administrative expenses (10 euros). The organiser has the right to treat any changes made closer to the start of a traveller's trip as a cancellation and a new booking.
- 9.2 The traveller has the right to make changes to passenger details on their booking or transfer the package to another person as long as the other person satisfies the terms and conditions of the package.
- 9.3 The organiser must be notified of any such changes in passenger details at least seven days before the start of the trip. Changes may also be made closer to the start of the trip if this does not cause unreasonable inconvenience to the organiser.
- 9.4 The organiser has the right to reasonable compensation for any actions they must take due to the changes. Unless otherwise stated in the organiser's additional terms and conditions, the amount of compensation will be based on the administrative costs incurred. Alternatively, Section 6.2 may be applied. Liability for the costs of the package and for the compensation payment to the organiser will be shared between the original traveller and the person travelling instead.
- 10 Changes to Prices**
- 10.1 The organiser has the right to increase the price of the package and a duty to lower the price after the conclusion of the contract on the following grounds:
- a) changes in transport costs due to fuel and other energy prices; or
 - b) changes in taxes or third-party charges that affect the price of the package, such as airport or seaport charges or taxes in the destination country or city. Both domestic taxes and charges and taxes and charges levied by the authorities of the destination country are taken into account; or

c) changes in currency exchange rates that affect the price of the package, determined on the basis of the exchange rate in force six weeks before the start of the trip. The reference exchange rate is the rate that the organiser has given as the basis for their prices. If the exchange rate on which prices are based has not been specified, the reference exchange rate is the rate of the day when the contract was concluded.

10.2 Price increases must not exceed the increase in costs.

The organiser must inform the traveller of the new price as soon as possible and provide an explanation for why the price has changed and identify the components of the package affected by the change.

The traveller must be informed of the price increase by means of a durable medium at least 20 days before the start of their trip.

10.3 If the price of a traveller's package is increased by more than 8% calculated as referred to in Section 10.2 after the conclusion of the contract, the traveller has the right to terminate the contract. The traveller must notify the organiser of their wish to terminate the contract by a reasonable deadline given by the organiser or, if no deadline has been set, within seven days of the traveller receiving notice of the price increase. Notices sent electronically are deemed to have been received on the day they were sent. If no other evidence can be presented of the date on which a communication was received, notices sent by post are deemed to have been received on the seventh day after they were sent.

A traveller who cancels their contract is entitled to be refunded any amounts they have paid without undue delay and in any case within 14 days of the cancellation. The traveller's right to compensation is laid down in Section 16 of these general terms and conditions for travel and Section 15 of these special terms and conditions.

10.4 The organiser must reimburse the traveller for any decrease in the cost of the package due to the circumstances referred to in Sections 10.1 a)–c) before the start of the trip. The organiser has the right to deduct any administrative costs incurred from the refund.

11 Changes to the Package Travel Contract Introduced by the Organiser

11.1 The traveller is not entitled to cancel their contract or to receive a price reduction or compensation in the event that the organiser introduces minor changes to the package travel contract before the start of the trip. Minor changes include changes that the traveller can reasonably be expected to have foreseen due to the nature of the destination or the trip, such as the cancellation of one excursion, if the package includes several excursions.

11.2 Changes introduced by the organiser that entitle the traveller to cancel their package are listed in Section 7.1 of these special terms and conditions.

11.3 The traveller has a duty to pay the price of the package and any other agreed charges if the changes introduced by the organiser are not minor pursuant to Section 11.1 or such that entitle the traveller to cancel the package pursuant to Section 11.2. However, the provisions laid down in Sections 15 and 16 of the general terms and conditions for travel and section 15 of these special terms and conditions for package travel on the traveller's right to a price reduction and compensation apply.

11.4 The organiser must inform the traveller of any changes by means of a durable medium in a clear, comprehensible and prominent manner.

11.5 Instead of cancelling a trip or a series of trips due to low demand, the organiser has the right to run the trip by changing the form of transport, route and/or timetable as long as these changes do not significantly affect the nature of the package. The traveller must be informed of such changes

1) at least 20 days before the start of the trip in the case of trips lasting more than six days;

2) at least seven days before the start of the trip in the case of trips lasting between two and six days;

3) at least 48 hours before the start of the trip in the case of trips lasting less than two days.

The aforementioned changes may entitle the traveller to a price reduction and/or compensation pursuant to Sections 15 and 16 of the general terms and conditions for travel and Section 15 of these special terms and conditions for package travel.

12 The Organiser's Right to Cancel or Interrupt a Trip

12.1 The organiser has the right to cancel a trip if

a) not enough people have signed up for the trip and the organiser has specified that the performance of the trip is subject to demand in the documentation provided to the traveller beforehand (e.g. the programme or other documentation). A minimum number of participants can be set for individual trips or series of trips to a particular destination. Travellers must be informed of such cancellations:

1) at least 20 days before the start of the trip in the case of trips lasting more than six days;

2) at least seven days before the start of the trip in the case of trips lasting between two and six days;

3) at least 48 hours before the start of the trip in the case of trips lasting less than two days.

b) the organiser's ability to perform the trip as agreed has been significantly compromised after the conclusion of the contract due to war having broken out at the destination or in its vicinity or other serious security issues, such as terrorism or a natural disaster such as flooding, an earthquake or weather conditions, workers' strikes, significant risks to human health, such as the outbreak of a serious disease at the destination, or other similar circumstances, or if the trip cannot be run without endangering the traveller's health or life for some other unexpected reason. Such reasons also include interruptions in the supply of essential services, such as electricity or water, at the destination due to a natural disaster or workers' strike, for example.

The traveller must be informed of such cancellations as soon as possible.

- 12.2 If circumstances such as referred to in Section 12.1 b) arise during a trip, the organiser has the right to interrupt the trip and make any other necessary changes to the programme. In such circumstances, the organiser must after their return home reimburse the traveller without delay for the price paid for any components of their package that were not delivered.

- 12.3 An organiser who cancels a trip must refund the traveller within 14 days of the cancellation.

13 Breach of Contract

- 13.1 In addition to what has been stated on defects in Section 12 of the general terms and conditions for travel, the organiser is deemed to be in breach of contract when

a) they fail to provide the traveller with all the information required under the Act on Travel Service Combinations concerning the terms and conditions applicable to the package, the contents of the package, the necessary travel documents, applicable health regulations, transport links and timetables as well as other necessary information such as instructions in the event that a traveller falls ill, has an accident or encounters other similar difficulty and this can be deemed to have affected the traveller's decision-making process; or

b) they fail to provide assistance pursuant to Section 5.5.

- 13.2 The traveller must be prepared for reasonable changes to transport timetables. Unless required by mandatory legislation, changes to transport timetables that do not result in a traveller's stay at the destination being shortened or lengthened by more than four hours in the case of trips lasting between two and five days, by more than five hours in the case of trips lasting between five and eight days or by more than eight hours in the case of trips lasting more than eight days do not constitute a breach of contract. In the case of trips lasting less than two days, what constitutes a breach of contract is assessed case by case.

- 13.3 A traveller failing to take advantage of some or all of the transport or other services included in the package does not constitute a breach of contract on the part of the organiser.

14 Provision of Alternative Services during a Trip

- 14.1 If a significant portion of travel services included in a traveller's package cannot be provided as agreed during a trip, the organiser must make alternative arrangements to complement the package without the traveller incurring any additional costs. Such alternative services must, where possible, be of at least the same standard as the agreed travel services. Organisers' duty to make alternative arrangements also applies in cases where a traveller cannot be returned to their original departure location as agreed.

- 14.2 If the alternative arrangements lower the value of the package compared to what was agreed in the package travel contract, the organiser must give the traveller an appropriate price reduction.

- 14.3 The traveller has the right to turn down any alternative arrangements offered if they differ considerably from what was agreed in the package travel contract or if the price reduction offered by the organiser is not proportionate to the impact of the change. A traveller who exercises their right to turn down alternative arrangements or to whom no alternative arrangements can be offered has the right to an appropriate price reduction and compensation even if they do not terminate the contract. If the traveller's package includes a return journey home, the organiser must arrange for the traveller to be repatriated in the manner agreed in the contract without undue delay and without the traveller incurring any additional costs.

- 14.4 A traveller who turns down alternative arrangements offered by the organiser without a justifiable reason as referred to above will not be entitled to compensation or a price reduction.

15 Compensation

- 15.1 The traveller can be compensated, for example, for any additional costs incurred by them due to a breach of contract and for any amounts they have spent on their trip that have become worthless as well as any loss of income due to a delayed return home, additional costs incurred from having to arrange additional overnight accommodation as well as any loss of enjoyment from the holiday or trip. Compensation for the loss of enjoyment will only be paid in the case of a serious breach of contract by the organiser.

- 15.2 The traveller is entitled to compensation for the loss of their luggage, if the traveller not having access to their luggage must be deemed to have inconvenienced them, considering the length of the delay and other circumstances.

15.3 The amount of compensation payable to the traveller depends on the amount of losses incurred by them and is in all cases limited to three times the price of their package. However, this limitation of liability does not apply in the event of personal injury or other losses caused intentionally or through negligence.

15.4 The traveller's liability for damages payable to the organiser is laid down in Section 8.5 of the general terms and conditions for travel.

15.5 If a traveller's return home cannot be arranged as planned due to unavoidable and extraordinary circumstances, the organiser has a duty to cover any costs of up to three nights' stay in alternative accommodation, where possible, of the standard specified in the package travel contract if the transport operator does not provide accommodation.

The aforementioned limitation of liability does not apply in the case of disabled passengers and their caregivers, pregnant women, unaccompanied minors or individuals who require specialist medical care, provided that the organiser was informed about the traveller's need for special assistance at least 48 hours before the start of the trip.

16 Booking Errors

16.1 The organiser must without undue delay reimburse the traveller for any losses incurred because of a technical fault in the organiser's booking system or an error made during the booking process.

16.2 However, the traveller is not entitled to compensation if the booking error is due to the traveller or the kinds of unavoidable and extraordinary circumstances referred to in Section 16.7 of the general terms and conditions for travel.

16.3 Booking errors may be attributable to the traveller, for example, if they provide the organiser with incorrect or incomplete information concerning themselves or the package. The traveller also has a general duty of care to check all provided documents, such as the booking confirmation letter, and to notify the organiser or retailer of any missing information or mistakes as soon as possible. Any failure by a traveller to check the documents may be considered when calculating the amount of compensation payable to the traveller for any losses incurred.

17 Contact Details of the Insolvency Protection Organisation

Finnish Competition and Consumer Authority

Siltasaarekatu 12 A

00530 Helsinki

Telephone: +358 29 505 3000

E-mail address: kirjaamo@kkv.fi

SPECIAL TERMS AND CONDITIONS FOR CONFERENCE AND GROUP TRIPS

1 Scope

- 1.1 These terms and conditions apply to conference and group trips unless otherwise stated in the travel confirmation document.
- 1.2 Group means a group of at least 10 adults and all bookings that include meeting and conference facilities regardless of the number of persons.

2 Payment, Amendments and Cancellations

- 2.1 A group should confirm the trip 5 weeks before the trip.
- 2.2 The service provider will send an invoice after the number of persons and the ancillary services have been confirmed. The trip must be paid no later than 27 days before the date of departure. If the trip is booked less than 27 days before the date of departure, the invoice is due for payment immediately.
- 2.3 If a group booking is divided into multiple invoices, an invoicing charge of 5 euros will be added per invoice. All cancellations and refunds are subject to an office fee of 10 euros.
- 2.4 Any deviating cancellation terms will be notified at the time booking.
- 2.5 Cancellation fees for route and cruise trips for groups will be calculated on the basis of the on board services (deck and car tickets, meals, cabins, conference rooms) and ground services (services organised by the service provider in Estonia and the Baltics) that were confirmed in advance.

Time of cancellation	Cancellation fees
28 days before departure	No fees
27–22 days before departure	25% of persons who cancelled their trip
21–8 days before departure	50% of persons who cancelled their trip
7–3 days before departure	75% of persons who cancelled their trip
less than 72 h	100% of persons who cancelled their trip

- 2.6 If the booking includes other services provided by a third-party service provider, other than the ship journey or other travel services, the terms may differ from the above (see 1.1).