

# TRAVEL CONDITIONS - REDERI AB GÖTA KANAL

These General Travel Conditions as well as the Special Travel Conditions of the Organiser are part of the agreement between the traveller and Rederi AB Göta Kanal ("The Organiser"). Special Travel Conditions for Rederi AB Göta Kanal are written in italics. If the Travel Conditions are contradictory, the General Travel Terms shall apply, unless the Special Travel Terms are more beneficial to the traveller.

## 1 THE AGREEMENT

- 1.1 The organiser undertakes responsibility towards the traveller for claims they are entitled to make, pursuant to the agreement. This responsibility also applies to such actions that are to be fulfilled by someone other than the organiser. If the reseller is party to the agreement, they are equally responsible towards the traveller and the organiser.
- 1.1.1 The principal traveller is the person in whose name the agreement has been signed. The principal traveller is listed first in the travel documents or otherwise clearly specified. The principal traveller is liable for payment pursuant to the agreement. Any changes or cancellation must be made by the principal traveller. Exceptions can be made if the principal traveller falls severely ill and is unable to make such a change or cancellation. The principal traveller is responsible for providing the organiser with valid booking information for other travellers covered by the agreement.
- 1.1.2 If the traveller is under 18 years of age and travelling without a guardian, this must be specified at the time of booking. An attestation showing the approval of all guardians must be provided to the organiser before payment for the journey is made.
- 1.2 The organiser must keep the traveller informed of any important queries, relating to the agreement.
- 1.3 Connecting travel or special events are only included in this agreement if they were sold or marketed together with the main event, at a package price or at separate prices connected to each other.
- 1.4 The agreement is binding for both parties when the organiser has provided written confirmation of the traveller's order and the traveller, within the time agreed, has paid the deposit pursuant to the instructions of the organiser.
- 1.4.1 *The organiser shall not be bound by any changes to information on the organiser's website and in its brochures, that has been changed before the time of booking if they have clearly informed the traveller about such changes.*
- 1.5 The organiser must confirm the traveller's order without delay.
- 1.5.1 *A completed booking is confirmed via email containing a booking confirmation.*
- 1.6 Requests are not guaranteed to be fulfilled.
- 1.7 The traveller is obliged to verify the travel documents as soon as they are received. Any errors must be notified as soon as possible. A fee may be charged for correction of travel documents.
- 1.8 *A re-booking is considered to be a cancellation of an agreement previously entered into.*

## 2 PAYMENT OF THE PRICE OF THE JOURNEY

- 2.1 The traveller must pay the price of the journey no later than the time specified in the agreement.
- 2.2 The organiser is not allowed to demand final payment of the price of the journey earlier than 40 days before departure, unless otherwise agreed.
- 2.3 *If a booking is made less than 40 days before departure, the price of the journey is to be paid in full, immediately.*
- 2.4 The organiser will, at the time of booking confirmation, charge a first instalment (a deposit). The deposit amounts to 20 percent of the price of the journey.

- 2.5 If the traveller does not pay the price of the journey pursuant to the agreement, the organiser has the right to cancel the agreement and to retain the deposit as damages, unless unequitable.

### **3 THE TRAVELLER'S RIGHT TO CANCELLATION**

- 3.1 The traveller has the right to cancel the journey pursuant to the following:
- 3.1.1 *On cancellation earlier than 40 days prior to departure, any funds paid will be refunded, minus a cancellation fee of SEK 500 per person.*
- 3.1.2 *On cancellation later than 40 days but earlier than 20 days prior to departure, the traveller must pay a cancellation fee equalling 50% of the total price of the journey, as well as an administrative fee of SEK 500 per person. Remaining funds will be refunded.*
- 3.1.3 On cancellation later than 20 days prior to departure, or if the passenger(s) fail to appear at the time of departure, a cancellation fee equalling 100% of the total price of the journey must be paid. No funds will be refunded.
- 3.2 *A traveller who has purchased cancellation insurance from the organiser has the right to cancel the journey pursuant to Section 3.1. without any costs other than those defined in this Section 3.2. The cancellation insurance costs SEK 300 per person. It must be purchased at the same time as the journey and applies in the event of acute personal illness or acute illness, accident, or death involving a close family member/travel companion. The booking must be cancelled prior to departure in order for the cancellation insurance to apply. The cancellation must also contain a medical certificate issued by a licensed physician. Excluding the administrative fee of SEK 500 per person (which is always charged in the event of cancellation), the amount paid for the journey will be refunded. The cancellation insurance fee will not be refunded. Cancellation insurance can only be purchased by private individuals.*

### **4 THE RIGHT OF THE TRAVELLER TO MAKE CHANGES TO THE AGREEMENT**

- 4.1 The traveller has the right to make changes to the agreement, if the organiser approves said changes. Changes to the agreement may incur additional charges to the traveller, from the organiser or other third party.

### **5 THE RIGHT OF THE TRAVELLER TO TRANSFER THE AGREEMENT**

- 5.1 The traveller is allowed to transfer the agreement to someone who fulfils all the requirements for participating in the journey. The traveller must notify the organiser or reseller of the change within a reasonable period of time before departure.
- 5.2 The transferor and the transferee are jointly liable towards the organiser or the reseller for payment of whatever amount remains of the price of the journey, as well as additional costs, up to a maximum of SEK 500. This limitation does not apply if the organiser is able to show that the actual cost of the transfer is higher, in which case that amount may be charged.

### **6 THE RIGHT OF THE ORGANISER TO MAKE CHANGES PRIOR TO DEPARTURE**

- 6.1 The right of the organiser to change the conditions of the agreement.
- 6.1.1 The organiser is only allowed to change the conditions of the agreement to the detriment of the traveller if it is clearly specified in the agreement that such changes may be made.
- 6.1.2 *The organiser reserves the right to make changes to the conditions of the agreement according to the following.*
- 6.1.3 If the organiser intends to cancel the agreement or to change the conditions of the agreement, the organiser must notify the traveller as soon as possible and also provide information on the right of the traveller to withdraw from the agreement pursuant to section 6.4.
- 6.1.4 *Notifications about any changes are provided by email, postal mail or SMS message. It is therefore especially important that the contact information provided is correct and updated as needed prior to the time of departure.*
- 6.1.5 *The organiser also reserves the right, after agreement has been entered into, to make changes to the conditions for the journey in question. Such changes are subject to the provisions of the Swedish Act*

*on Package Tours. The organiser reserves the right to make changes to route, schedule, excursions, food, harbour stops etc. prior to the beginning of the journey.*

## 6.2 Price changes

6.2.1 In the event of increased costs to the organiser after the agreement between the two parties has become legally binding, the organiser is permitted to increase the price of the journey by an amount corresponding to the increased costs, if these are due to:

- a) changes in transportation costs
- b) changes in taxes, toll fees or fees of services included in the journey, or,
- c) changes in exchange rates that affect the organiser's costs for the journey.

6.2.2 The price may be increased by an amount corresponding to the traveller's share of the cost increase incurred upon the organiser in their fulfilment of the agreement, given that the cost increase is of such a kind as specified in paragraphs (a) - (c) above. For example, if a fee under paragraph (a) increased by SEK 100 per traveller, the price of the journey may be increased by the same amount. The travel organiser is, upon request of the traveller, obligated to demonstrate how the price increase has been calculated. The right to enact a price increase pursuant to paragraphs (a) - (c) in this section is only applicable when the total cost increase exceeds SEK 100.

6.2.3 The organiser must notify the traveller about price changes as soon as possible. The price may not be changed during the last 20 days prior to the agreed date of departure.

## 6.3 Timetable changes

6.3.1 Departure times are definitive. Arrival times are preliminary, as weather and other traffic conditions may cause delay. Therefore, please ensure that you have a very wide margin for any further travel booked on the arrival day. The organiser will not be liable for any additional costs caused by delays outside the organiser's control.

## 6.4 The right of the traveller to withdraw from the agreement

6.4.1 The traveller may withdraw from the agreement if the organiser has notified them that they will not fulfil their undertakings and if this breach of agreement is of considerable importance to the traveller.

6.4.2 The traveller must, within in a reasonable period of time, notify the organiser or the reseller if they would like to withdraw from the agreement. If the traveller does not do this, they will lose their right to withdraw from the agreement.

## 6.5 The right of the traveller to receive a compensatory journey

6.5.1 If the traveller withdraws from the agreement pursuant to Section 6.4, they are entitled to another package journey that is of equal or higher quality. Should the traveller accept a compensatory journey of lower quality, they are entitled to compensation of the price difference.

6.5.2 If the traveller does not claim their right to a compensatory journey, or if such a journey cannot be offered, the traveller must receive a full refund of the amount paid pursuant to the agreement, as soon as possible and no later than 14 days from the withdrawal.

6.5.3 The provisions of Sections 6.5.1 and 6.5.2 also apply if the organiser cancels the journey through no fault of the traveller.

## 6.6 The right of the traveller to receive damages, should the organiser cancel the journey

6.6.1 In cases covered in Section 6.5 the traveller is entitled to receive damages from the organiser, if equitable.

6.6.2 The right to damages pursuant to the organiser cancelling the journey does not apply if the organiser can show that:

- a) fewer travellers than the minimum number specified in the agreement have booked the journey and the traveller has been notified of the cancellation within the period of time specified in the agreement, or,

- b) the journey was unable to be undertaken because of hindrances outside the control of the organiser, that they could not reasonably have expected to foresee when the agreement was entered into and the consequences of which they could not reasonably have avoided or mitigated.
- 6.6.3 If cancellation of the journey happens because of a fault on the part of a contractor hired by the organiser, the organiser shall not be liable to damages pursuant to Sections 6.6.1 and 6.6.2, if the contractor hired can demonstrate that they are not liable pursuant to said sections. The same shall apply if the cause for cancellation is attributable to another party in an earlier link in the chain.
- 6.6.4 *The organiser has the right to cancel the cruise if less than 25 people have made a reservation at least 30 days prior to departure.*
- 6.7 The rights of the organiser and the traveller to withdraw from the agreement in the event of *force majeure* etc.
- 6.7.1 Both the organiser and the traveller have the right to withdraw from the agreement if, after the agreement has become binding for both parties, there occurs a catastrophe, an act of war, a general strike or other event at or near the planned destination or along the planned travel route, which has a considerable impact on the undertaking of the journey or the conditions at the destination at the time of the undertaking of the journey.
- 6.7.2 In order to evaluate whether the event is of such serious character as described above, Swedish or international expert authorities must be consulted.
- 6.7.3 The providers right to withdraw from the agreement in line with article 6.7. does not affect the provider's obligation to repay any funds already paid according to The Package Travel Law (SFS 2018:1217) 3 chap. 9 §. The travel guarantee is issued by Atradius (registration number 516410-4274)

## **7 CHANGES MADE BY THE ORGANISER AFTER DEPARTURE**

- 7.1 Non-performance of services
  - 7.1.1 If, after departure, a considerable part of the services agreed on are not provided, the organiser must provide suitable compensatory arrangements at no additional cost to the traveller.
  - 7.1.2 If compensatory arrangements are not possible, or if the traveller, on good grounds, rejects such arrangements, the organiser must, if equitable and at no additional cost to the traveller, provide transportation back to the point of departure, or to another location approved by the traveller.
  - 7.1.3 If a change to the agreement pursuant to Subsections 1 and 2 of this Section is to the detriment of the traveller, they are, if equitable, entitled to a reduction in price and to damages.
- 7.2 Other errors and shortcomings
  - 7.2.1 In the event of faults and shortcomings in the services agreed upon, other than those specified in Section 7.1., the traveller is entitled to a reduction in price and to damages, as long as they themselves are not responsible for the fault.
  - 7.2.2 The traveller is not entitled to damages if the organiser demonstrates that the fault is due to a condition outside their control, which they could not reasonably have expected to foresee when the agreement was entered into and the consequences of which they could not reasonably have avoided or mitigated.
  - 7.2.3 If the fault or shortcoming is due to a fault on the part of a contractor hired by the organiser, the organiser shall not be liable for damages pursuant to these terms and conditions, if the contractor hired can demonstrate that they are not liable pursuant to said provisions. The same shall apply if the fault or shortcoming is attributable to another party in an earlier link in the chain.
  - 7.2.4 In the event of faults stemming from conditions described in Sections 7.2.2 and 7.2.3, the organiser must immediately provide the traveller with any help necessary.
- 7.3 Extent of damages
  - 7.3.1 Damages pursuant to these terms and conditions include strictly material damages, compensation for personal injury and compensation for damage to property. It is the responsibility of the traveller to mitigate damages as far as possible.

## **8 COMPLAINTS AND CORRECTIVE MEASURES**

- 8.1 The traveller may not challenge faults in the services agreed upon unless they notify the organiser within a reasonable time after they have become aware of the fault, or should have become aware of the fault. This should, if possible, happen at the destination.
- 8.1.1 *In this instance, the destination (8.1) means aboard the ship. Complaints shall be made in writing, no less than 1 month after the end of the journey.*
- 8.2 Notwithstanding Section 8.1, the traveller may challenge faults if the organiser or reseller has acted with gross negligence or contrary to good faith and dealing.
- 8.3 If the traveller raises complaints that are not unfounded during the journey, the organiser or their local representative must immediately take action to find a suitable solution.

## **9 THE RESPONSIBILITIES OF THE TRAVELLER DURING THE JOURNEY**

- 9.1 The organiser's instructions
- 9.1.1 The traveller is obliged to comply with the instructions for the undertaking of the journey that are given by the tour leader or other person employed by the organiser. The traveller is obliged to respect the code of conduct applicable to the journey and at the destination and to act in such a way that fellow travellers and others are not disturbed. If the traveller acts in serious violation of the above, the organiser may terminate the agreement.
- 9.2 The traveller's liability for damages
- 9.2.1 The traveller is responsible for damages caused to the organiser as a consequence of their negligence.
- 9.3 The traveller is responsible for receiving and understanding the information provided by the organiser.
- 9.4 Departing from the ongoing journey
- 9.4.1 Any traveller who departs from the ongoing journey after it has begun is obliged to inform the organiser or their representative about this.
- 9.4.2 *In the event of departure pursuant to Section 9.4, no refund will be made for those parts of the journey that were not undertaken.*

## **10 DISPUTE RESOLUTION**

- 10.1 The parties shall attempt to resolve disputes relating to the interpretation or application of the agreement through negotiation. If the parties are unable to reach an agreement, the dispute can be resolved by the Swedish National Board for Consumer Complaints (*Allmänna reklamationsnämnden*) or by an ordinary Swedish court of law.

*[ratified September 15 2017]*