

**NOTE: Unofficial translation:**

**If the text is contradictory to the Finnish text, the latter will be followed.**

**General terms for package tours**

These general terms approved on 30 June 2009 have been negotiated between The Association of Finnish Travel Agents and the consumer ombudsman.

**1. Area of application**

1.1. General terms for package tours

These terms are applied to package tours of a duration of more than 2 days, that are mainly acquired for private purposes and include, at the least, transportation and accommodation and that are sold or offered for sale in Finland and whose organizer (tour operator) has been established in Finland. Being housed with a family is also considered accommodation.

1.2. Additional terms

The tour operator has the right to complement and specify the general terms for package tours with additional terms that must not be to the disadvantage of the passenger and contradictory to these general terms.

1.3. Special conditions

The tour operator has the right to apply special conditions that differ from these general terms if the use of special conditions is justified due to the exceptional nature of the tour, unusual regulations concerning the manner of transportation (such as booking or sales terms of regular flights), exceptional terms of accommodation due to the special nature of the tour or exceptional conditions at the tour destination. The special conditions must not be to the disadvantage of the passenger and in violation of the Act on Package Tours.

A tour operator who applies special conditions in a case of cancellation and charges the passenger for actual cancellation charges accordingly, must, if necessary, produce documents on how they correspond to the different parts of the tour.

**2. Package tour contract and responsibility for fulfilling the contract**

2.1. The tour operator is responsible to the passenger for the package tour complying with the contract. The responsibility also concerns the performance of enterprisers (such as carrier companies and hotels) employed by the tour operator in order to fulfill the contract.

2.2. Travel agents (intermediaries) like tour operators are responsible for the information they provide the passenger with as well as for fulfilling the contract. Such responsibility, however, does not arise if upon making a reservation the passenger is aware of who the tour operator is and of the fact that the tour operator alone is responsible for fulfilling the obligations indicated in the contract.

2.3. Before concluding the contract, the passenger must be informed of whether the tour operator or the travel agent has set a guarantee as defined in the Act on Package Tour Operators and whether the guarantee covers the tour offered.

2.4. The passenger may fulfill his obligation to inform as defined in these general terms by contacting either the tour operator or the travel agent.

Communicating a fault in the package tour must be carried out as instructed in clause 13.4.

## 2.5. Content of the contract

The tour includes all the services and arrangements that have been agreed upon between the passenger and the tour operator. Upon evaluating the contents of the contract, all contract terms provided in advance either in writing or electronically as well as the information given in the tour operator's brochures and other marketing and travel documents must be considered.

## 2.6. Travel documents and travel insurance

Before concluding the contract, the tour operator must provide the passenger with the general information about the travel documents required as well as about the time generally required for acquiring them.

Following the instructions provided by the tour operator, the passenger must personally acquire the documents required for the travel (passport, visa, vaccination certificates) and check their and the flight ticket's correctness and correspondence. The passenger must also check the departure times of transportation. If the tour operator has fulfilled their duty to inform, it is not liable to the passenger for the damage caused if the travel is prevented or interrupted due to insufficient or incorrect travel documents (such as a damaged passport) or due to having been denied a visa or not having acquired one.

The tour operator is not liable for any voluntary insurance the passenger may require during the tour. The passenger is personally responsible for his insurance cover and its coverage for cases such as cancellation of the tour.

## 2.7. Possible safety risks at the tour destination

Before the journey, the tour operator must inform the passenger about possible special risks related to the tour as well as about the health regulations concerning the travel and the stay at the destination. The passenger must also be provided with additional instructions concerning possible illnesses, accidents or like events that may occur during the tour.

In addition to the passenger himself, local authorities at the destination are mainly responsible for the passenger's safety. The passenger must behave with consideration for the local circumstances at the destination.

Essential information regarding safety at the destination as well as other essential information about the destination is available at the Ministry for Foreign Affairs and the National Institute for Health and Welfare; for example the respective websites [www.formin.fi](http://www.formin.fi) and [www.thl.fi](http://www.thl.fi). The

passenger should acquaint himself with the conditions at his destination using sources such as the abovementioned.

## 2.8. Obligation to assist

Should the passenger fall ill, have an accident or become the victim of a crime or face any other similar misfortune during the tour, the tour operator must assist him with securing medical services or arranging premature return travel, and, in cases of crime or accidents, assist with the necessary procedures. The passenger is responsible for the cost of these or any other necessary special arrangements (such as new transportation, extra hotel nights or possible extra costs inflicted on the tour operator) that the tour operator has made due to the passenger's predicament. Should a situation indicated in clause 11.1.b arise, the tour operator must, in the same manner as described above, assist the passenger and, as much as possible, aim to limit the damages and inconveniences befalling the passenger.

If the tour operator has no staff at the destination to assist the passenger, the tour operator must inform prior to the tour the passenger of where and how to locate and contact a local representative (name, contact details etc.) of the tour operator or travel agent if necessary or provide the same information about contactable local offices. If there are no such representatives or offices, the passenger must be informed about how to reach the tour operator or the travel agent if necessary.

## 2.9. Passenger's obligations and responsibility

2.9.1. During the tour, the passenger must obey the instructions and regulations given by the authorities, tour operator or his representative that are related to the realisation of the tour, as well as obey the regulations of the hotels and carriers.

2.9.2. The passenger must not disturb other passenger with his behaviour. If the passenger significantly disregards his obligation, he may be denied departure or he may be removed from the tour. In this case the passenger is not entitled to a refund and he is solely responsible for the costs of his repatriation.

2.9.3. The passenger is responsible for damages that he willfully or through careless behaviour causes the tour operator or a third party through, for example, violation of the abovementioned regulations.

2.9.4. The passenger must provide the tour operator with contact details through which he is contactable both prior to the tour as well as during it.

## 3. Concluding the contract and paying the price of the tour

3.1. The contract is binding for the passenger when the reservation fee defined by the tour operator is paid within the period defined by the tour operator.

3.2. The total payment of the price shall be made within the time given by the tour operator or otherwise agreed upon. After paying the price of the tour, the passenger has the right to receive the relevant travel documents in good time prior to the departure.

#### **4. Passenger's right to cancel the tour without special reason**

The passenger may cancel the tour without special reason as follows:

4.1.a) No later than 28 days prior to departure by paying the tour operator the service fee defined beforehand.

b) Later than 28 but no later than 14 days prior to departure by paying the reservation fee.

c) Later than 14 days but no later than 48 hours prior to departure by paying 50 % of the price of the tour.

d) If the tour is cancelled later than 48 hours prior to departure, the tour operator has the right to charge the full price of the tour.

4.2. If the tour is priced based on a party of two or more passengers being accommodated in the same room or apartment and one of the party cancels his tour, the tour operator has the right to charge a reasonable additional fee due to the cancellation. The person cancelling and the rest of the party are together responsible for paying the additional fee for the tour operator.

4.3. If the tour is not cancelled and the passenger does not arrive at the agreed point of departure at the agreed time or if he can not take part in the tour due to not having the necessary travel documents (such as a valid passport, visa, personal identification papers or a vaccination certificate) due to reasons that he is responsible for, he is not entitled to a refund.

4.4. Cancellations costs may differ from the ones described in sections 4.1. and 5.1. if the tour is of the nature that requires the application of special conditions (section 1.3.). The amount or basis of cancellation costs must be indicated in the special conditions.

#### **5. Passenger's right to cancel the tour because of a major occurrence**

5.1. The passenger has the right to cancel the tour and get the tour price refunded with the service fee subtracted, if it would be unreasonable to demand that he participates in the tour due to the fact that

a) he or a person close to him becomes the victim of a sudden serious illness or accident or dies. Such close persons are a spouse, a party of a couple in cohabitation, children, parents, parents in law, siblings, grandchildren, grandparents or travel companions that have booked the tour together with the passenger and according to the contract are to be accommodated in the same room or apartment; or

b) the passenger or the travel companion together with whom he has booked the tour encounters an unforeseen and major occurrence that makes it unreasonable to demand that he participates in the tour. Companion passengers are the passenger's children or parents, or other persons that according to the contract are to be accommodated in the same room or apartment as the passenger in question. An unforeseen and serious occurrence may be such as major damage to property, for example, fire in the passenger's home.

5.2. The passenger must inform the tour operator about the cancellation instantly.

The reason for the cancellation must be verified with a reliable account, for example, a doctor's certificate, a protocol from a police investigation or a certificate provided by an insurance company. The verification must be delivered to the tour operator as soon as possible and no later than two weeks after the reason for the cancellation of the tour occurred, provided it is not unreasonably difficult for the passenger to comply with the set time period.

5.3. If the price of the tour is based on a party of two or more persons being accommodated in the same room or apartment and one of the group members cancels his tour because of a major obstacle indicated in section 5.1., the tour operator does not have the right to charge the additional fee mentioned in section 4.2. The tour operator does, however, have the right to carry out reasonable changes to the accommodation of the rest of the group due to the cancellation, provided that the quality of the tour does not suffer.

5.4. When it comes to cancellation costs, section 4.4. is also applied.

## **6. The passenger's right to cancel the tour due to changes made by the tour operator or due to the circumstances at the destination**

6.1. The passenger may cancel the tour if

- a) either the departure of the tour or the return time is altered by more than 30 hours from the time originally agreed upon,
- b) the tour operator significantly alters the arrangements of the tour otherwise. A significant change is, for example, a change of carrier that significantly increases the travel time, a change of the destination or a change that clearly reduces the quality of the accommodation,
- c) he has valid reason to believe that it will not be possible to carry out the tour as agreed without jeopardizing his life or health due to actions of war, natural disaster, strike or similar events at or near the destination. When evaluating the reason for the cancellation, one must take into account the position of the Finnish authorities to the matter,
- d) he has other valid reason to believe there will be a major fault in the tour operator's performance.

6.2. The passenger must inform the tour operator about the cancellation of the tour without delay.

6.3. Section 9.4. states the right to cancel the tour due to upward price revision.

6.4. When the passenger cancels the tour in cases described above, he has the right to have the tour price refunded. If the cancellation is caused by reasons other than as described in clause 6.1.c. the passenger is also entitled to compensation for such expenses that have been caused by the tour but become needless due to the cancellation.

In cases described in clauses 6.1.a., 6.1.b. and 6.1.d., the passenger has the right to alternatively demand that the tour operator arranges a new, equivalent tour for the same price as already paid for the original tour. In addition, section 11.3. is applied to the substitute tour.

## **7. The passenger's right to interrupt the tour and rescind the contract**

7.1. The passenger has the right to interrupt the tour if

a) the tour operator has grossly failed to fulfill his obligations or the realisation of the tour in some other respect turns out to be so erroneous that the tour does not meet the purpose originally intended. On these grounds, the passenger also has the right to rescind the contract after the tour; or

b) a situation referred to in clause 6.1.c. occurs during the tour.

7.2. If the passenger interrupts the tour or rescinds the contract, he has the right to have the tour price and other payments made to the tour operator refunded. If the tour operator's performance has benefitted the passenger, the passenger must pay a compensation to the tour operator, the amount of which corresponds to the value of the performance for the passenger.

7.3. If the passenger interrupts the tour on grounds described in clause 7.1.a., the tour operator must at his own expense arrange the passenger's return transport, if necessary. The transportation must take him to the starting point of the tour or to some other agreed destination on a carrier similar to the originally agreed one.

7.4. If the passenger has the right to rescind the contract based on clause 7.1.a., he can alternatively demand that the tour operator provides a new, equivalent tour for the price he has paid for the original tour. In addition, section 11.3. is applied to the replacement tour.

7.5. If the passenger interrupts the tour on grounds described in clause 7.1.b. and the tour operator does not in accordance with section 2.8. assist him with arranging repatriation, the passenger may himself take the necessary actions. However, the passenger must try to minimise the costs and other damage that may possibly befall the tour operator.

## **8. Passenger's right to change the contract and transfer it to a third person**

8.1. No later than 28 days prior to the departure, the passenger has the right to change the date of departure, the destination or the hotel by paying the service fee as well as the price of the new tour. The tour operator has the right to interpret later changes as a cancellation of the tour and booking of a new one.

8.2. The passenger has the right to change the passenger information or transfer his rights according to the contract to a third person fulfilling the conditions that possibly have been set for participation in the tour. The tour operator must be informed about the transfer of the contract or the change of the passenger information no later than 48 hours prior to departure.

The tour operator has the right to charge a reasonable fee for the necessary actions caused by the transfer or the information alteration. Unless the tour operator has stated otherwise in his additional terms, the fee is the amount of a standard service fee. The transferor and transferee are jointly responsible for paying the fee and the tour price to the tour operator.

## **9. Price changes**

9.1. After the conclusion of the contract the tour operator has the right to increase as well as the obligation to reduce the agreed price of the tour based on the following:

- a) a change in taxes and other public charges affecting the price of the package,
- b) changes in carrier costs that the tour operator cannot influence and that he could not have taken into account when the contract was made, or
- c) a change in exchange rates which affects the costs of the package. The consumer ombudsman and the Association of Finnish Travel Agents have negotiated for the supplementing instructions on how to calculate the changes in the exchange rates.

According to the instructions, the amount of the change in exchange rates is defined according to the exchange rate of six weeks prior to departure. The comparison rate is the exchange rate of the day the tour operator has, in his brochure, indicated to be used as the basis of pricing. If the tour has not been marketed in a brochure, the exchange rate is the one communicated to the passenger no later than upon concluding the contract.

9.2. A price revision upwards must not exceed the rise in the costs. The price must be reduced at least as much as the costs have decreased. However, the price change must be at least 2 % of the price based on the cheapest alternative for accommodation on the same tour and day of departure.

The tour operator must inform the passenger about the new price without delay and also indicate the basis for the price change and which parts of the package the change concerns.

9.3. The tour price must not be revised upwards within the 21 days preceding the date on which the tour starts. Correspondingly, the tour operator has no obligation to reduce the price during that period.

9.4. If, after the conclusion of the contract, the tour price is increased by more than 10 % (calculated according to section 9.2.), the passenger has the right to rescind the contract. The passenger must inform the tour operator about rescinding the contract within one week after having been informed about the price increase.

## **10. The tour operator's right to make minor changes to the tour program**

10.1. If the tour operator in consequence of circumstances independent of him cannot follow the agreed travel schedule, he has the right to change the hotel, place of accommodation, carrier and the time schedule or make other changes to the tour program that do not significantly change the nature of the tour. The passenger must be informed about the changes as soon as possible.

10.2. In cases of low enrolment, the tour operator has the right to change the carrier, route and timetable, provided that the changes do not significantly change the nature of the tour. The passenger must be informed about the changes no later than 14 days prior to the departure.

10.3. Regardless the changes mentioned above, the passenger is obliged to pay the tour price as well as any other agreed fees. However, section 14.2. concerning the passenger's right to a price reduction must be taken into account.

## **11. The tour operator's right to cancel and interrupt the tour**

11.1. The tour operator has the right to cancel the tour because

a) of a sub-minimum of those enrolled for the tour on the sole condition that he has stated in either in the tour brochure or, if such is lacking, in the booking documents or the tour schedule, that the performance depends on the number of those who have enrolled. The required number of participants may concern a particular tour or a series of tours to a particular location. The passenger must be informed about the cancellation no later than 21 days prior to the departure.

b) the tour operator's possibilities to carry out the tour as agreed have become significantly worse after concluding the contract due to an action of war, a natural disaster, strike or similar events at or near the destination or if the tour cannot be carried out without jeopardizing the passenger's life or health due to some other unforeseen reason. The passenger must be informed about the cancellation as soon as possible.

11.2. If a situation such as described in clause 11.1.b. arises during the tour, the tour operator has the right to interrupt the tour and make other necessary changes to the travel program. After the tour, the tour operator must promptly refund the passenger with the part of the tour price that corresponds to the service he did not receive.

11.3. If the tour operator in consequence of reasons described in section 11.1. cancels the tour, the passenger may claim a new substitute package at the price he paid for the original one unless organizing the substitute tour causes the tour operator unreasonable costs or unreasonable inconvenience.

If the tour operator and the passenger agree upon a substitute the price of which is cheaper than initially agreed upon or which lacks any services originally agreed upon, the passenger must be refunded the balance between the two prices or the price element covering the services lacking.

11.4. After the cancellation of the tour, the tour operator must promptly refund the passenger's payments, provided the passenger does not get a substitute tour as described in section 11.3. If the tour is cancelled in consequence of reasons indicated in clause 11.1.a., the tour operator must also compensate the passenger for expenses that are directly related to the tour and have become needless due to the cancellation of the tour.

## **12. The tour operator's right to rescind the contract**

The tour operator has the right to rescind the contract if the passenger has not paid the price of the tour by the agreed due date of payment. A prerequisite for the tour operator to have the right to cancel the contract is that the passenger has been given sufficient payment time. The document stating the payment time must state that the tour operator has the right to cancel the contract due to payment neglect.

## **13. Fault and complaint**

13.1. The tour operator's performance has a fault if

a) as for the service or other arrangements, the tour does not correspond to what has been or can be deemed agreed upon,

b) the tour operator has neglected to provide the passenger with information required by the Act on Package Tours about the terms that are applied to the tour, the contents of the tour, necessary travel documents, health regulations concerning the tour or carrier connections including timetables, or any other information necessary for the passenger such as instructions in case of illness, accident or other similar instances during the tour, and that this can be assumed to have affected the passenger's decision-making; or

c) the tour operator fails to provide the obligatory assistance described in section 2.8.

13.2. Faulty performance does not, however, include any minor changes or flaws in the arrangements that the passenger has, based on the destination or nature of the tour, reasonably been able to foresee.

13.3. Neither is a late arrival to the destination or a premature return journey considered a fault, if the change is due to reasons that are independent of the tour operator, and provided the stay at the destination is shortened by no more than 6 hours during tours of 3 to 5 days, or less than 8 hours during tours of 5 to 8 days and no more than 12 hours during tours lasting longer than 8 days. If the duration of the tour is less than 3 days, evaluating the fault must be carried out based on the individual case.

If the reason of the change is due to congestion in air traffic, or actions taken by air-traffic control or the authorities, exceptional weather, an exceptional reason independent of the carrier company (such as a safety risk, unforeseen defect affecting flight safety or a strike affecting the performance of the air carrier) or other similar reasons, the times stated above are doubled.

#### 13.4. Complaints

The passenger loses his right to refer to a fault if he fails to notify the tour operator within a reasonable time after he discovered or should have discovered the fault. Faults that can be corrected at the destination must be communicated to the tour guide or a local representative of the tour operator as soon as possible.

If the tour operator has no guides or other representatives at the destination, the passenger has the right to also communicate the fault to the enterpriser that the tour operator has used (in other words a sub-contractor such as the hotel) and whose performance is the one displaying the fault.

However, the above does not prohibit the passenger from referring to a fault, if the tour operator or some other enterpriser assisting him is guilty of gross negligence or conduct which is incompatible with the demands of honour and good faith.

### **14. Fault remedy and price reduction**

#### 14.1. Fault remedy

The tour operator must promptly remedy the fault at his own expense. However, the tour operator has the right to refuse to remedy the fault, if the compensation would cause excessive costs or inconvenience. The passenger has the right to refuse the fault remedy if it would cause him major inconvenience.

#### 14.2. Price reduction

If the fault is not compensated for promptly at the tour operator's expense or if the fault cannot be compensated for, the passenger is entitled to a price reduction corresponding with the significance of the fault.

If the passenger does not use transportation or other services included in the tour or uses them only partly, he has no right to a price reduction on this basis.

### 15. Indemnity

15.1. The passenger is entitled to compensation for any personal injury, damage to property or financial loss that he has sustained on account of a fault involved in the tour operator's performance, if the fault, injury or damage was due to negligence on the part of the tour operator himself or an enterpriser (such as carrier company or hotel) used by him for the fulfillment of the contract. To be relieved from such liability, the tour operator must prove that no negligence took place on his part.

15.2. Damages that must be compensated for are, for example, extra costs caused to the passenger because of the fault, expenses that have become needless and loss of income in consequence of a late return home as well as extra costs inflicted by arranging overnight stays.

15.3. The passenger must, in compliance with the criteria stated in section 15.1., also have a right to receive compensation for the loss of his luggage or being prevented from using his luggage due to it being lost. The passenger is entitled to compensation for the limited use of his luggage due to a delayed transport if it must, considering the duration of the delay and any other relative circumstances, be deemed to have inconvenienced the passenger.

15.4. The passenger must aim to limit the extent of the damage to the best of his ability. The tour operator is not responsible for damage caused by the passenger's own actions.

Indemnity may be negotiated if, considering the passenger's possible own actions and the tour operator's possibilities to foresee and prohibit the damages as well as other circumstances, it can be assumed that the indemnity is excessive.

15.5. Concerning damages occurring during air-, seaborne- or railway transportation, the compensation for damage shall be determined according to the regulations or contracts which the transport company acting as a subcontractor applies in his own business actions.

When defining the tour operator's liability for compensation concerning seaborne transportation, the Finnish Maritime Act (674/1994) is taken into account and concerning railway transportation, the provisions of the Railway Transport Act (1119/2000) or the terms of the Convention concerning International Carriage by Rail (COTIF, Finnish Treaty Series 5/1985) are taken into account. The compensations for damage during air transportation are generally determined according to the

Montreal Convention (Finnish Treaty Series 78/2004) and the Council Regulation (EC) No 2027/97 (on Air Carrier Liability in the Event of Accidents). In case the provisions of the Montreal Convention and of the Council Regulation (EC) No 2027/97 are not applicable to the transportation, the compensations are determined by the Warsaw Convention, which is implemented in Finland by the Conveyance by Aeroplane Act (289/1937), the Air Transport Agreement Act (45/1977) or the Air Transport Act (387/1986).

#### 15.6. Force majeure

The tour operator is not responsible for damage caused by a force majeure or other unforeseen events that the tour operator or an enterpriser assisting the tour operator could not have prevented even through utmost care. Such events are, for example, an action of war, natural disaster, contagious disease, strike or other like events.

The tour operator must promptly inform the passenger of such force majeure events and, as much as possible, aim to limit the damage befalling passenger.

### **16. Indemnity claims**

16.1. Section 13.4. contains regulations concerning complaints to the tour operator.

16.2. Indemnity claims shall be delivered in writing to the tour operator no later than two months after the end of the tour, provided there are no special reasons to extend the time for complaints.

### **17. Disagreements**

17.1. If the tour operator and the passenger cannot reach unanimity, for example concerning the interpretation of the contract or over the amount of compensation, the passenger can bring the matter to the consumer complaint board.

17.2. The passenger can also bring the matter of disagreement to the district court of his domicile.