Terms and Conditions of Travel

We follow the general terms and conditions for package tours as agreed by the National Board for Consumer Policies and the Swedish Travel and Tourism Industry Federation, plus the special Terms and Conditions of Travel drawn up by Nickes AB. You can read about these below or order a copy by ringing Nickes AB on +46 36 14 14 43. **PLEASE NOTE:** Once you have read and accepted the terms and conditions of Nickes.Com, you, the Buyer, are responsible for informing your fellow passengers included in this booking of these rules. **The special terms and conditions take precedence.**

SPECIAL TERMS AND CONDITIONS OF TRAVEL 1. Event tickets

1.1

Event tickets (e.g. sporting, theatre or concert events) are non-refundable.

1.2

If problems arise, which are caused by Nickes AB, regarding the seat reservation and other tickets than those previously confirmed are delivered, Nickes AB will refund the customer the difference. During the journey, the customer must call Nickes.Com's helpline immediately, for example after collecting event tickets at the hotel reception in case of delivery of the wrong tickets to the customer, to give Nickes.Com the opportunity to rectify the error.

1.21

If the event organiser (on his own initiative or because of a decision from a higher authority, such as national federations, international federations or a public authority) takes measures that affect tickets that have already been confirmed, Nickes AB is obliged to comply with these measures and pass them on to the customer. These measures may involve decisions about increased prices, seat transfer (e.g. long side to short side, home area to away area etc), or a reduction of the number of confirmed tickets. Nickes AB cannot accept responsibility for such decisions. It is the Buyer's responsibility to check before booking whether this type of decision is a risk. If a decision involves additional rebooking or cancellation fees, e.g. for transport, accommodation, event tickets etc, these will be debited to the customer. If such a decision is taken, the customer must retain the event ticket in order to have any possibility of reimbursement for the event ticket. The customer can only be refunded if Nickes AB receives reimbursement from the event organiser. Reimbursement for the journey (transport, accommodation etc) cannot be obtained. There is always an administrative fee. Minimum 100 SEK per person.

1.22

If Nickes.Com buys event tickets from a party other than the event organiser, for example from an independent ticket agent, different rules apply. If the event organiser takes measures affecting tickets from independent ticket agents which have already been confirmed, Nickes AB is obliged to follow these and to pass them on to the customer. These measures can involve decisions on cancelling already confirmed tickets either before or during the journey. Should this occur during the journey in the form of denied entry or being turned away from the stadium, Nickes AB cannot be held

responsible for such decisions. It is the Buyer's responsibility to check before booking what type of event ticket is included in the booking. If a decision involves additional rebooking or cancellation fees, e.g. for transport, accommodation, event ticket etc, these will be debited to the customer. If such a decision is made during the journey, the customer must retain the event ticket in order to have any possibility of reimbursement for the event ticket. The customer can only be refunded if Nickes AB receives reimbursement from the independent ticket agent. Reimbursement for the journey (transport, accommodation etc) cannot be obtained. There is always an administrative fee. Minimum 100 SEK per person.

- 1.3
- If the Buyer does not receive event tickets according to the delivery guarantee stated (see booking confirmation) but receives them at the latest 2 hours before the start of the event, the customer will receive a monetary reimbursement of 300 SEK (only payable to the person who placed the order with Nickes AB). If the customer receives the tickets less than 2 hours before the start of the event but before the event begins, the customer will receive a monetary reimbursement of 600 SEK (only payable to the person who placed the order with Nickes AB). Any expenses for telephone calls will be refunded against presentation of receipt or itemised call list.
- 1.31

If the client chooses to travel on the day of the event or not to travel according to our recommendations, this is a decision taken by the customer at his own risk. Paragraph 1.3 thus becomes void. Nickes AB cannot accept responsibility if transport delays cause the Buyer to obtain tickets very late and arrive late or miss the event.

- 1.4 Ticket options. A so-called ticket option involves paying a fee (according to the pricing for the particular event) to buy the right to purchase a package tours including flight, transfers, accommodation and event ticket(s) for an event where the contents of the journey and/or price are not fixed. The ticket option does NOT give you the right to purchase only the ticket, but the whole travel arrangement must be purchased, i.e. including flights, transfers, accommodation and event ticket(s).
- 1.41 The Buyer of the ticket option is responsible for informing all other passengers included on the ticket option booking that they, together with the Buyer, have approved the event organiser's rules (e.g. FIFA, UEFA etc), as well as Nickes AB's general and special terms and conditions of travel including cancellation/rebooking policies.
- 1.411 The ticket option fee is NOT refunded, i.e. there is a cancellation fee of 100% per person, but it can be redeemed for a gift voucher if it is not used. In this case the Buyer receives a gift voucher equivalent to 100% of the value of the ticket option. Each individual travel agent has his own variation. Companies other than Nickes AB may deliver the gift vouchers.
- 1.412 Ticket option bookings that are not paid for within 48 hours will be cancelled immediately. The Buyer is responsible for informing Nickes.Com if payment is expected later than after 48 hours.
- 1.42 Customers can transfer their entire booking to another buyer if the original Buyer certifies in writing that he wishes to transfer his booking and the new Buyer approves the transfer in writing, as well as our terms and conditions of travel. Payment is made by the

new Buyer paying the original Buyer exactly the same amount as the cost of the ticket option. Nickes.Com must approve before a transfer is made, and the new Buyer must pay a rebooking fee of 200 SEK to Nickes.Com, which is payable immediately.

- 1.423 Customers must not resell their ticket option (e.g. via auction sites etc) for a higher price than the price paid at the time of booking. Should this happen, the ticket option is cancelled and the customer forfeits their right to a package tour including ticket. There is no reimbursement and no delivery of gift youchers.
- 1.43 The ticket option fee is calculated against the travel costs of the package tour. If, for example, the package tour costs 10,000 SEK and the ticket option costs 1,000 SEK, the customer shall pay 9,000 SEK.
- 1.44 The ticket option must be used at the latest 5 working days after the customer is offered a package tour. The customer must confirm verbally or in writing that he accepts the offer, and this date of confirmation is considered as the starting date. If the customer does not make use of the option after the lapsed time, he forfeits his right to redeem the ticket option and will automatically receive a gift voucher for his ticket options.
- 1.45 If the customer does not accept the offer, he can redeem his ticket option for a gift voucher. Each individual travel agent has his own variation.
- 1.451 If a ticket option booking includes 4 people and the offer is accepted by 3 people but not by the 4th person, the 4th person can exchange his ticket option for a gift voucher.
- 1.46 If you alter personal data on the ticket option (name, address, social security number, passport number etc) there is a 100 SEK rebooking fee for each alteration.
- 1.47 If the rebooking fee is not paid within 48 hours, we reserve the right to cancel the booking. If the booking is cancelled, a cancellation fee of 100% of the total price per person is charged. If this happens, the ticket option is cancelled and the Buyer forfeits the right to a package tour including ticket. There is no reimbursement and no delivery of gift vouchers.
- 1.48 If a ticket option booking that has been paid in full is cancelled because the Buyer or Buyer's travel companion has failed to provide the correct address and/or personal details, a cancellation fee of 100% per person is charged.

2. Match/Event Change

2.1 Nickes AB cannot be held responsible for moved/cancelled/interrupted events. It is the customer's responsibility to check before booking if there is a risk of change. It is the customer's responsibility to check the time and date of the event around a week and again a few days before departure and on the day before departure on www.nickes.com, as well as on the tickets. Nickes AB accepts no responsibility if a program change means that you miss the event because you are travelling on the same day as the event or choose not to travel according to our recommendations. If you plan to watch several matches during your trip, it is your responsibility to ensure that these matches are not played on the same day. If a change involves additional rebooking or cancellation fees, e.g. for transport, accommodation, event tickets etc, these costs must be paid by the

customer. If an event is moved/cancelled/interrupted, the customer must retain the event ticket to have any possibility of reimbursement for the event ticket. The customer can only be refunded if Nickes AB receives reimbursement from the event organiser. If the event organiser takes other measures, Nickes AB will follow these and pass them on to the customer. Reimbursement for the journey (transport, accommodation etc) cannot be obtained. There is always an administrative fee for cancellation due to cancelled/moved events. Minimum 500 SEK per person.

2.11

If Nickes AB has bought the ticket via the event organiser, the amount printed on the ticket will be refunded.

Sometimes Nickes AB may be forced to charge an administrative fee if the event organiser charges a reimbursement fee.

2.12

If Nickes AB has bought the ticket through someone other than the event organiser at a higher price than the value printed on the ticket, only the amount printed on the ticket will be refunded. Sometimes Nickes AB is forced to charge an administrative fee if our cooperation partner charges a reimbursement fee.

3. Transport

3.1 Flights

The flight can only be used on the days indicated on the airline ticket for the outbound and return journeys respectively. Flight times and flight numbers can be altered at short notice. Travel documents must be checked carefully before departure. After departure the passenger must reconfirm and check his ticket with the relevant airline no later than 72 hours before departure. This applies to the return journey as well as to each additional route, if applicable. If no reconfirmation is made, the passenger risks losing his seat and missing information and any changes to the timetable. The airline is not responsible for any action, neglect or incident which occurs while the passenger is not on board the plane. The agreement between the airline and the passenger is specified on the plane ticket. Participating airlines act solely as transport companies and accept no responsibility for the organisation of the journey. Passengers can be affected by significant inconveniences and costs connected to a journey with two separate flight tickets if a delay or schedule change occurs. Even if such a journey has been booked with a considerable time margin between the flights, neither the airline nor the organiser can be held responsible.

3.11

If a flight delay leads to a customer missing for example a bus, train, ferry or event, Nickes.Com cannot be held responsible for the purchase of new tickets.

3.12

Nickes.Com cannot be held responsible for work missed due to delays.

3.2 Coach

The coach journey can only be used on the dates indicated on the coach ticket for the outbound and return journeys respectively. Coach timetables can change at short notice. Travel documents must be checked carefully before departure. The coach company and Nickes.Com are not responsible for any action, neglect or incident which occurs while

the passenger is not on board the coach. Participating coach companies act solely as transport companies and have no responsibility for the organisation of the journeys. Passengers can be affected by considerable inconveniences and costs in connection with a journey with two coach tickets if a coach delay or schedule change occurs. Even if such a journey has been booked with a considerable time margin, neither the coach company nor the organiser can be held responsible.

3 21

If a coach delay leads to the customer missing for example a connecting coach, train, ferry or event, Nickes.Com cannot be held responsible for the purchase of new tickets.

3.22

Nickes.Com cannot be held responsible for work missed due to delays.

3.3 Train

The train journey can only be used on the dates indicated on the train ticket for the outbound and return journeys respectively. Train times can change at short notice. Travel documents must be checked carefully before departure. The train company and Nickes.Com are not responsible for any action, neglect or incident which occurs while the passenger is not on board the train. Passengers can be affected by considerable inconveniences and costs in connection with a journey with two separate train tickets, if a delay or schedule change occurs. Even if such a journey has been booked with a considerable time margin, neither the train company nor the organiser can be held responsible.

3.31

If a train delay leads to the customer missing for example a connecting train, coach, ferry or event, Nickes.Com cannot be held responsible for the purchase of new tickets.

4. Confirmation of Travel/Registration Fee

Once the Buyer approves the booking in writing via e-mail/fax or using the acceptance form, this is considered as acceptance for all passengers and all passengers become liable to pay. When a business client approves the booking in writing via e-mail/fax or using the acceptance form and requests an invoice, this is considered as acceptance for all passengers and the company becomes liable to pay for all passengers. If the customer pays only the registration fee without confirming the booking in writing via e-mail/fax or using the acceptance form, this is also considered as acceptance.

The registration always amounts to a minimum of 500 SEK per person and is not refundable. Higher registration fees may apply in certain cases, for instance for big sporting championships, such as the European Cup and the World Cup.

We are unable to guarantee the price stated in the booking confirmation if there is no written confirmation of the booking (by 17.00 hrs on the due day at the latest), which means that a price increase may apply.

5. Accommodation

5.1 Hotel

The hotel can only be used on those days indicated in the booking confirmation for check-in and check-out respectively. By confirming acceptance and/or paying the registration fee, the customer accepts the hotel according to the booking confirmation. It is the customer's responsibility to check that the hotel's facilities are available during the stay. The hotel's restaurant, bar and lounge etc may be hired out for functions or groups, which means that the customer cannot use these facilities. The level of noise on such occasions may be experienced as disruptive. If the customer is unhappy with the room/s or with any of the hotel's services, this must be reported to the hotel at the location, as well as to Nickes.Com's helpline so that Nickes.Com may help, if necessary. Complaints made after a journey has been completed, which were not reported to the hotel and to Nickes.Com's helpline cannot be quoted at a later date for reimbursement. If the customer checks out of the hotel confirmed by Nickes.Com in the booking confirmation of his own accord and pays for another hotel during the stay and then demands a refund after the journey is completed, this reimbursement claim will not be considered. The customer must always inform Nickes. Com in case of a late check-in if he arrives at the hotel later than 16.00 hrs in order for the rooms to remain reserved. Nickes.Com cannot be held responsible if the customer fails to inform us and this leads to problems with checking in or means that the room/s have been cancelled by the hotel due to a "no-show".

6. Cancellation

6.1 General information

Cancellation of the journey should be made immediately. The cancellation fee is always at least 500 SEK per person. In the event of cancellation, Nickes must be contacted by telephone on +46 36 141443 or +46 706 929191. If the office is closed or unmanned, the passenger must call the relevant airline at the departure airport. Where a package tour, hotel reservation, camping reservation or flight is subject to stricter cancellation policies than 3.1.1 – 3.5.5 of the General Terms and Conditions, the stricter conditions apply. PLEASE NOTE – During major events (championships, finals etc), airlines and hotels etc may operate even stricter cancellation policies. This can also apply to special offers on airline tickets or bookings with low-cost airlines such as Ryanair etc. The cancellation fee may be up to 100 % in certain cases. We ask you to contact us before paying the registration fee if you wish to know which policies apply to your journey.

6.2 Camp Sweden - Camp EM (European Championships) or VM (World Cup)

- 6.2.1 The Buyer is responsible for informing all other passengers included in the Camp EM booking that they, together with the Buyer, accept Nickes AB's general and special terms and conditions of travel and therefore also the cancellation/rebooking policies.
- 6.2.2 Camp EM bookings that are not paid for within 48 hours will be cancelled immediately. It is the Buyer's responsibility to inform Nickes.Com if payment is expected later than within 48 hours.
- 6.2.3 There is no reimbursement if a camping reservation is cancelled, i.e. a 100% cancellation fee per person is charged.
- 6.2.4 If you change your personal data on a camping reservation (name, social security number, passport number, CS number**), you will incur a 100 SEK rebooking fee for

each instance.

- 6.2.5 If you wish to change your camping reservation in terms of the number of people, number of camping spaces and the dates of your stay, we will inquire if there is space available. The campsite's capacity is calculated according to the number of people and not the number of units (caravans, mobile homes, tents etc). If you have booked e.g. a space for a caravan or similar and have additional sleeping spaces, this does not mean that you can automatically add other people to your booking at a later date. Additional people will be placed on a waiting list, but we cannot guarantee that they will be able to stay at the campsite. If it is possible to change the booking, this will be done and there will be a 100 SEK rebooking fee in each instance plus the cost of the stay for the additional person/people as well as for a possible extension of the stay at the campsite. If you wish to book dates before or after the dates which are bookable through the online shop, you must ALWAYS contact us by e-mail and give us all the necessary information in order to receive assistance with this booking without having to pay rebooking fees. If you have made a booking through the online shop but wish to add dates, you must contact us with all the necessary information within 24 hours of the time of booking in order to secure this additional booking without rebooking fees. For example, if you contact us 4 days after the booking, we will charge you 100 SEK in each instance for providing assistance. You will of course not be charged if we cannot arrange the booking.
- 6.2.6 If you change your camping reservation to a different type of campsite with the same number of people and the same size of accommodation, there is a rebooking fee of 100 SEK in each instance. If changing the campsite means that more people will be added to the booking and/or that you will need a bigger space, we need to make an enquiry. The customer will subsequently be given a quotation.
- 6.2.7 If a rebooking fee is not paid within 48 hours we reserve the right to cancel the booking. There is a cancellation fee of 100% of the total price per person.
- 6.2.8 If a booking has been paid in full and is cancelled on the grounds that the Buyer or Buyer's fellow passenger has not paid for membership in Camp Sweden, there is a 100% cancellation fee per person.
- 6.2.9 If we discover that you are attempting to check more people into the campsite than the number of people booked and confirmed, only the people confirmed on the booking will be granted entry.
- 6.2.10 If we discover that you are trying to check a different type of accommodation (e.g. a caravan instead of a 2-person tent) into the campsite than the booked and confirmed type of accommodation, you may be denied entry. If there is sufficient space at the campsite for the new type of accommodation, space will be offered but a penalty of 100 EURO per person will apply. This cost will be billed to the Buyer or debited immediately from the Buyer's card.
- 6.2.11 If we discover that you are accommodating more people than the number stated in the booking, we will debit a penalty of 200 EURO per person for any person who is not authorized to stay. This cost will be billed to the Buyer or debited immediately from the Buyer's card.

- 6.2.12 If we discover that you are staying in a different type of accommodation (e.g. you booked a 2-person tent and are staying in a 4-person tent, caravan etc) than that confirmed in the booking, we will debit a penalty of 200 EURO. This cost will be billed to the Buyer or debited immediately from the Buyer's card.
- 6.2.13 On checking in you will receive information regarding the campsite's own rules. If you break the rules at the campsite you will be turned away from the campsite by security guards and/or police. Your booking will be cancelled immediately and you will receive no reimbursement for any days still remaining. Breaking the rules means vandalism of the campsite's facilities, assault, disturbing the peace and drunkenness. All incidents will be reported to the police. If you vandalise the campsite's facilities, you will be liable to pay and the campsite will demand compensation.
- 6.2.14 Customers can transfer their entire booking to another buyer if the original Buyer confirms in writing that he wishes to transfer his booking and the new Buyer accepts the transfer and our terms and conditions of travel in writing. Payment is made by the new Buyer paying the original Buyer the exact cost of the campsite. The new Buyer must then pay a rebooking fee of 200 SEK to Nickes.Com, which is payable immediately. You must not sell your camping space (e.g. via auction sites etc) for a higher price than that paid at the time of booking.
- 6.2.15 If you have booked a tent size which does NOT match the number of people, checks will be made. Example of a case where a check will be made: 2 people have booked a 6-person tent. Differences of 4 people or more will be checked. Example of a case that will NOT be checked: 2 people have booked a 4-person tent. Differences of 3 people or fewer will not be checked. The purpose of the checks is to make sure that all bookings are correct and thereby give the campsite an accurate picture of the booking situation. The check does not mean that a booking is cancelled, but simply inspected to ensure that it is registered correctly.
- 6.2.15 If you have booked a space for a minibus but arrive in a people carrier (e.g. Renault Kangoo), you may stay in this but the vehicle must remain at the campsite for the duration of the stay. It is NOT permitted to drive in and out of the campsite.

7. Complaints

Customers are asked to always present complaints to hotels, airlines etc at the location. Complaints that cannot be dealt with directly at the location or at the time must be sent to Nickes.Com in writing within 14 days of the journey's completion at the latest. The customer may submit a verbal complaint within 14 days but must back up these verbal complaints in writing in order for us to proceed with the matter. The longer the written complaint/report is delayed, the slimmer our chances of helping you at a later date become. Complaints submitted to Nickes.Com later than 14 days after return will not be considered.

8. Verbal Promises

Verbal promises made by booking staff which are of significance to the passenger should be noted down on the booking confirmation so that they can be referred to.

9. Change of Address

It is the passenger's responsibility to keep the seller informed of any changes of address so that the passenger can be informed of changes to departure times or similar.

10. Minimum Number of Participants

The booking confirmation states the minimum number of participants required for the trip to take place. If this minimum number is not reached, the trip can, in many cases, take place against a small additional fee rather than be cancelled. The passenger is entitled to cancel the travel agreement if this price increase exceeds 5%. If the journey must still be cancelled, passengers will usually be informed of this at least 30 days before departure.

11. Vaccination

The passenger is responsible for contacting the vaccination centre to obtain exact recommendations.

12. Passport, Visa and Insurance

The passenger is responsible for visa applications. It is the Buyer's responsibility to check, for example on The Foreign Office website (www.ud.se) which passport, visa and vaccination rules apply to the travel destination.

Passengers must ensure that they have the right insurance cover. When travelling to the USA, it is the Buyer's responsibility to check on www.usemb.se which entry rules apply. You must apply immediately for permission to enter through http://esta.cbp.dhs.gov. The Buyer is responsible for informing his fellow passengers about the rules that apply.

13. Checking Travel Documents

The passenger is responsible for checking travel documents as soon as they are received. Any errors must be addressed immediately. Nickes AB must be contacted immediately if anything is incorrect, in order for the customer to avoid rebooking fees.

14. Misprints

All information is subject to changes announced after the programme is printed. We make a reservation against typing and proofreading errors.

GENERAL TERMS AND CONDITIONS OF TRAVEL

1. The Agreement

1.1

The organiser has a duty to provide the passenger with that which the passenger is entitled to under the agreement. This duty also applies to any services provided by someone other than the organiser. If the reseller is party to the agreement, he has a duty to the passenger in the same way as the organiser.

Information published in the organiser's catalogues and brochures is binding for the organiser. An organiser may, however, change information in catalogues or brochures before an agreement is reached. However, this applies only if there is an explicit reservation about it in the catalogue or brochure and if the passenger is clearly informed of the changes.

1.3

The organiser must keep the passenger informed about matters of significance to the passenger in connection with the agreement.

1.4

A connecting journey or a special arrangement is included in the agreement only if it is sold or advertised together with the main agreement for a joint price, or for separate prices linked to each other.

1.5

The agreement becomes binding for the parties when the organiser has confirmed the passenger's booking in writing and the passenger has paid the agreed registration fee according to the organiser's instructions within the time agreed. The organiser must confirm the passenger's booking without delay.

2. Payment of the Price of the Journey

2.1

The passenger must pay the price of the journey at the time indicated in the agreement at the latest.

2.2

The organiser must not demand final payment of the price of the journey earlier than 40 days before departure, unless otherwise agreed.

2.3

The organiser may charge an initial partial payment in connection with the confirmation (registration fee). The registration fee must be reasonable in relation to the price of the journey and the circumstances in general.

2.4

If the passenger fails to pay the price of the journey in accordance with the agreement, the organiser has the right to revoke the agreement and to keep the registration fee as compensation if this is not unreasonable.

3. The Passenger's Right to Cancel the Journey

3.1

The passenger has the right to cancel the journey according to the following. When establishing the price of the journey, money paid by the passenger for cancellation cover must not be included in the price of the journey. The cancellation fee is always at least 200 SEK per passenger.

3.1.1

If cancellation is made earlier than 30 days before departure, the passenger must pay

5% of the price of the journey.

3.1.2

If cancellation is made later than 30 days but earlier than 14 days before departure, the passenger must pay 15% of the journey's price.

3.1.3

If cancellation is made later than 14 days but earlier than 24 hours before departure, the passenger must pay 50% of the price of the journey.

3.1.4

If cancellation is made within 24 hours of departure, the passenger must pay the full price of the journey.

3.1.5

For so-called car package tours (travelling with own car, ferry transport and accommodation in cabin or apartment), the passenger must pay the full price of the journey if cancellation is made later than 30 days before departure. If cancellation is made before this time, point 3.1.1 applies.

3.2

Passengers who have arranged cancellation cover are entitled to cancel a trip according to the following. When establishing the price of the journey, money paid by the passenger for cancellation cover must not be included in the price of the journey. If cancellation is made in line with point 3.2, the passenger is not entitled to reimbursement for what he has paid toward cancellation cover.

3.2.1

If the passenger has arranged cancellation cover, the journey can be cancelled in those cases indicated in 3.2.2 – 3.2.4 without any additional costs other than the handling fee stated in the organiser's catalogue or brochure. The handling fee may amount to a maximum of 5% of the price of the journey but must not exceed 200 SEK.

3.2.2

Cancellation may be made if the passenger or the passenger's husband/wife/partner, the passenger's or his/her husband/wife/partner's relative in straight lineage up or down, or a sibling or person with whom the passenger booked the journey is afflicted by serious illness, worsened state of ill-health or accident before departure but after the agreement has become binding for the passenger according to point 1.5, and this event is of such a nature that the passenger cannot reasonably be expected to carry out the journey.

3.2.3

Cancellation may be made if another event affects the passenger after the agreement has become binding according to point 1.5 and if the event is of such a serious nature for the passenger that it is not reasonable to demand that the passenger carry out the journey. The passenger must have had no control over the event and must not have known or been expected to have known about it at the time of booking the journey. An example of such a serious incident would be a fire in the passenger's own home.

Cancellation can be made if a person with whom the passenger has booked the journey cancels his journey in line with points 3.2.2 or 3.2.3 and it is unreasonable to expect that the passenger carry out the journey without the other person's company.

3.2.5

Passengers who have agreed on joint accommodation with another passenger/other passengers who have cancelled their journey in line with points 3.2.2-3.2.4 shall be given accommodation of the same standard as agreed at no extra cost, either in the accommodation agreed or in a similar hotel/establishment, in a room/apartment, which is suitable for the number of remaining passengers in terms of size. If no such accommodation is available, the passenger shall be accommodated according to the agreement at no extra cost.

3.2.6

The passenger must cancel the journey as soon as possible after grounds for cancellation have arisen. The grounds for the cancellation must be verified in a reliable manner with medical certificates and/or certificate of kinship.

3.3

Cancellation must be made in the manner indicated in the catalogue, brochure or in the travel documents.

3.4

Following cancellation, the refund that the passenger is entitled to according to the above shall be refunded without delay, and no later than 14 days after cancellation.

4. The Passenger's Right to Transfer the Agreement

4.1

The passenger may transfer the agreement to someone who fulfils all the conditions required to partake in the journey. An example of such conditions may be that a transport company or other party that the organiser has engaged according to the applicable rules must accept the change of passenger. The passenger must inform the organiser or reseller of the transfer in reasonable time before the journey.

4.2

Once the agreement has been transferred, the transferor and the acquirer have a joint duty to the organiser or reseller to pay any outstanding amounts for the journey and extra costs amounting to no more than 200 SEK, which may arise as a result of the transfer.

5. Changes Made by the Organiser Before Departure and Cancellation of the Journey

- 5.1 The organiser's right to change the terms and conditions of the agreement. The organiser may change the terms and conditions of the agreement to the passenger's disadvantage only if it is clearly stated in the agreement that this may happen.
- 5.2 The passenger's right to cancel the agreement.

The passenger may cancel the agreement if the organiser declares that he will not carry

out what he has undertaken to do and the breach of agreement is of considerable significance to the passenger. The passenger may also cancel the agreement if the terms and conditions of the agreement have changed considerably to his disadvantage. If the organiser intends to break the agreement or if he wishes to change the terms and conditions of the agreement, he must inform the passenger hereof as soon as possible and at the same time inform the passenger of his right to cancel the agreement in accordance with the first paragraph. The passenger must inform the organiser or reseller within a reasonable period of time if he wishes to cancel the agreement. If he fails to do so, he will forfeit his right to cancel the agreement.

5.3 The passenger's right to a substitute journey.

If the passenger cancels the agreement in accordance with point 5.2, he is entitled to another package tour of the equivalent or a higher standard, if the organiser or reseller is able to offer this. If the passenger accepts a lower standard substitute journey, he is entitled to reimbursement of the price difference. If the passenger relinquishes his right to a substitute journey, or if such a journey cannot be offered, he shall be reimbursed the amount he has paid under the agreement as soon as possible. The rules in the first and second paragraphs also apply if the organiser cancels the journey and the passenger is not at fault.

5.4 The passenger's right to compensation, the organiser's cancellation of the journey. In cases such as those listed in point 5.3, the passenger is entitled to compensation from the organiser if this is reasonable. The passenger is not entitled to compensation on the grounds that the organiser has cancelled the journey if the organiser can prove the following: that fewer people than the minimum number indicated in the agreement have registered for the journey and the passenger has been informed in writing of the journey's cancellation at least 14 days before departure (for journeys with a maximum duration of 5 days the passenger must be informed no later than 10 days before the journey) or; that the journey could not be carried out because of an obstacle outside the organiser's control, which he could not reasonably be expected to have known about at the time of entering into the agreement and the consequences of which the organiser could not reasonably have avoided or overcome. If the cancellation of the journey is due to a party engaged by the organiser, the organiser is exempt from compensation claims according to the first paragraph 2** only if the engaged party would be exempt according to the same paragraph**. The same applies if the grounds can be attributed to another party earlier in the chain.

5.5 Price changes.

If cost increases occur for the organiser after the agreement has become binding for the parties according to 1.5 above, the organiser may increase the price of the journey by an amount that corresponds to the cost increases if these are due to: Changes to transport costs, or Changes to taxes, customs charges or fees related to services included in the journey, or Changes to exchange rates, which affect the organiser's costs for the journey. The price may be increased by an amount that corresponds to the passenger's share of the cost increase affecting the organiser in order to carry out the agreement, provided that this cost increase is of such a nature as listed in 1-3 above in this point. If, for example, a fee increases by 100 SEK per passenger according to point 2 above, the price may be increased by the same amount. The organiser is obliged to show how the price increase has been calculated on request by the passenger. The organiser is only entitled to increase prices according to 1 and 3 above if the cost increase exceeds 60 SEK. The price may not be increased during the last 20 days before the agreed

departure date. The organiser must inform passengers of any price changes as soon as possible. The journey's price must be lowered if the organiser's costs decrease earlier than 20 days before the agreed departure date for the same reasons as given above. In the event of a cost decrease in accordance with 1 and 3 above, the price must be lowered only if the cost decrease exceeds 60 SEK.

5.6 The organiser's and passenger's right to cancel the agreement in the event of a serious incident etc.

Both the organiser and the passenger are entitled to cancel the agreement if, after the agreement has become binding for the parties according to point 1.5, there is a catastrophe, act of war, general strike or other serious event at or near the destination or along the planned route, which significantly affects the accomplishment of the journey or conditions at the destination at the time the journey is due to take place. In order to establish whether the event is of such a serious nature as listed above, expert Swedish or international authorities must be consulted.

6. Changes by the Organiser after Departure, Errors and Shortcomings

6.1 Failure to deliver services

If, after departure, a significant part of the agreed services cannot be delivered, the organiser must make suitable arrangements for replacement at no extra cost to the passenger. If replacement arrangements cannot be made, or if the passenger turns down such arrangements on acceptable grounds, the organiser shall, if it is reasonable to do so, provide equivalent transport back to the point of departure or to another destination approved by the passenger at no extra cost to the passenger. If a change to the agreement according to the first or second paragraph involves a drop in value for the passenger, the passenger shall be entitled to a discount and compensation, if this is reasonable.

6.2 Other errors and shortcomings

In the case of other errors in the agreed services than those listed in 6.1, the passenger is entitled to a discount and compensation if he is not at fault. The passenger is not entitled to compensation if the organiser can prove that the error is due to circumstances beyond the organiser's control, which he could not reasonably have been expected to know about at the time of entering into the agreement, and the consequences of which he could not reasonably have avoided or overcome. The organiser is exempt from compensation obligations according to the second paragraph if the error is due to a person that the organiser has engaged, if the engaged party would also be exempt under this stipulation. The same applies if the error is due to a person earlier in the chain. If the error is caused by circumstances described in the second or third paragraph, the organiser must immediately offer the passenger the help required.

6.3 Scope of compensation.

Compensation according to these terms and conditions includes, apart from compensation for pure loss of capital, compensation for bodily injury and damage to property. Damages included in the rules of the Maritime Code (1994:1009), the Aviation Act (1957:297), the Railway Traffic Act (1985:192) or the law (1985:193) on international railway traffic are compensated in accordance with the above-mentioned laws in their wording at the time when the damage occurred instead of according to the present terms and conditions. However, the organiser is always obliged to compensate the passenger for what he is entitled to claim under the above-mentioned laws. It is the passenger's

responsibility to limit the damage as far as possible.

7. Complaints and Rectification

7.1

The passenger is not entitled to file a complaint concerning errors under the agreement if he does not inform the organiser or reseller of the error within a reasonable amount of time after he has noticed or ought to have noticed the error. If possible, this should be done at the destination.

7.2

Notwithstanding the provisions in 7.1, the customer may file an error complaint if the organiser or reseller has acted with gross negligence or contrary to good faith and honour.

7.3

If the passenger files a complaint that is not unjustified, the organiser or his local representative must take immediate action in order to find an appropriate solution.

8. The Passenger's Responsibility during the Journey

8.1 The organiser's instructions etc.

The passenger is responsible for following the instructions for the journey left by the tour leader or another person engaged by the organiser. The passenger is responsible for respecting the rules that apply to the journey and to transport, hotels etc and to act in such a way so as not to disturb fellow passengers and others. If the passenger is in serious breach of the above, the organiser is entitled to cancel the agreement.

8.2 Passenger's liability for damage

The passenger is liable for any damage that he causes to the organiser through negligence, e.g. by failing to follow instructions or directions. Damage in accordance with legislation to a party that the organiser has engaged to take part in the implementation of the journey must be compensated by the passenger.

8.3 Passport, visa, health regulations etc.

Before an agreement is entered into, the organiser or reseller must inform the passenger in an appropriate manner about such health regulations as will apply during the journey and, as far as is relevant for the passenger, about rules concerning passports and visas for citizens of countries within the European Economic Area. However, the passenger is responsible for observing necessary formalities for taking part in the journey, such as holding a valid passport, visa, vaccinations and insurance. The passenger is responsible for all costs arising from failure to observe the formalities mentioned, for example transport home as a consequence of failure to present a passport, if the shortcomings are not caused by incorrect information from the organiser or reseller.

8.4 Deviation from the arrangement

Passengers who deviate from the arrangement after the journey's start are responsible for informing the organiser or organiser's representative. The passenger must contact the organiser within 24 hours of the return time stated by the organiser to check details of the return journey.

9. Dispute resolution

The parties should attempt to negotiate a solution to disputes regarding the interpretation or application of the agreement. Should the parties fail to agree, the dispute can be adjudicated by the National Board for Consumer Complaints (Allmänna Reklamationsnämnden) or by a public court.