

## General terms and conditions for package travel

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

These terms and conditions have been agreed between the Association of Finnish Travel Agents and the Finnish Consumer Ombudsman. These terms and conditions apply to contracts concluded on or after 1 July 2018. These terms and conditions are based on the mandatory provisions of Directive (EU) 2015/2302 of the European Parliament and of the Council on package travel and linked travel arrangements and the Finnish Act on Travel Service Combinations ([901/2017/www.finlex.fi/fi/laki/alkup/2017/20170901](http://901/2017/www.finlex.fi/fi/laki/alkup/2017/20170901)).

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## 1. Scope

### 1.1. General terms and conditions for package travel

These terms and conditions apply to packages that cover a period of at least 24 hours or include overnight accommodation and are purchased primarily for private purposes, combining at least two of the following types of travel services: 1) carriage of passengers, 2) accommodation, 3) rental of cars or other motor vehicles within the meaning of Section 2(3) of the Act on Travel Service Combinations, such as motorcycles requiring a Category A driving licence or self-propelled vehicles with at least four wheels and a design speed of more than 25 km/h, or one of the above in combination with 4) any other essential tourist service, provided that the package is sold or marketed in Finland. Accommodation also includes a few weeks' stay with a host family in connection with a language course, for example, although not in connection with a long-term exchange programme.

### 1.2. Additional terms and conditions

The organiser has the right to supplement and add more details to the general terms and conditions of package travel, provided that the additional terms and conditions are not to the detriment of the traveller or in conflict with these general terms and conditions.

### 1.3. Special terms and conditions

The organiser has the right to introduce special terms and conditions that deviate from these terms and conditions if the introduction of special terms and conditions can be justified due to the special nature of the trip, special regulations concerning the form of transport (such as the terms and conditions applicable to booking and paying for scheduled flights), special terms and conditions applicable to accommodation resulting from the special nature of the trip or special conditions at the destination. Any such special terms and conditions must not be in conflict with the provisions of the Act on Travel Service Combinations to the detriment of the traveller.

The organiser who applies special terms and conditions in the event of cancellations and charges the traveller for the actual costs of cancellations on that basis must, if requested by the traveller, provide an account of how the costs are split between the various components of the trip.

## 2. Package travel contracts and responsibility for delivering on contracts

### 2.1. Responsibility for delivering on contracts

The organiser is responsible for ensuring that the travel package delivers what has been agreed with the traveller. The organiser is also responsible for any services they procure from service providers in order to deliver on the contract (such as transport operators and hotels).

The retailer is responsible for the information they provide to the traveller and for delivering on the contract in the same way as organisers, if the organiser is based outside the European Economic Area and the retailer cannot provide evidence of the organiser delivering on these responsibilities.

Prior to concluding the contract, the traveller must be given information on whether the organiser or the retailer has provided a security as referred to in the Finnish Act on Providers of Travel Service Combinations (921/2017) and whether the security covers the trip in question.

The traveller can report breaches of contract pursuant to these terms and conditions by contacting either the organiser or the retailer.

The complaints procedure is laid down in Section 12.4.

## 2.2. Content of contracts

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

## 2.3. Travel documents and travel insurance

The organiser must provide the traveller with general information about the passport and visa requirements of the destination country prior to concluding the contract, including the average processing time for visa applications.

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

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

## 2.4. Potential safety risks at the destination

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

The safety of the traveller while abroad is primarily the responsibility of the traveller themselves and the authorities of the country in question. The traveller must take local conditions into consideration in their actions.

Key information about the safety and other characteristics of specific travel destinations is available on the websites of the Finnish Ministry for Foreign Affairs and the National Institute for Health and Welfare at [www.um.fi](http://www.um.fi) and [www.thl.fi](http://www.thl.fi). The traveller must read the information in order to familiarise themselves with local conditions at the destination.

## 2.5. The organiser's obligation to provide assistance

If the traveller falls ill, has an accident, becomes a victim of a crime or suffers other losses during the trip, the organiser must provide the traveller with information on health services, local authorities and consular assistance as well as access to a means of distance communication and help the traveller to make alternative travel arrangements and provide other necessary assistance without undue delay. The traveller will bear the costs of these and

any other special arrangements required by the circumstances (such as new transport, additional nights in a hotel and any additional costs incurred by the organiser) that the organiser makes to accommodate the traveller's situation. If a situation such as that referred to in Section 10.1.b) arises during a trip, the organiser must provide the traveller with appropriate assistance and take any reasonable steps to limit the traveller's losses and inconvenience.

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

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

## 2.6. The traveller's responsibilities

2.6.1. The traveller must observe any instructions and orders regarding the execution of the trip, given by the authorities, the organiser or the organiser's representatives, as well as any applicable hotel and transportation rules.

2.6.2. The traveller must not disturb other travellers by their conduct. A traveller who fails to observe these responsibilities risk losing their place on the trip or being repatriated prematurely. Such travellers will not be entitled to a refund and they will bear all the costs of their return journey.

2.6.3. The traveller is liable for any damage they cause intentionally or through negligence to the organiser or third parties, for example, by violating the provisions of Sections 2.6.1. and 2.6.2.

2.6.4. The traveller must provide the organiser with contact details where they may be contacted before and during the trip.

2.6.5. A representative of a traveller group must provide their group with all the information and documents required for the trip and the organiser with all necessary information and documents concerning the travellers. The organiser is deemed to have satisfied their duty to provide information by making the information concerning the trip available to the group's representative and do not need to provide the information to each individual traveller separately.

A representative of a traveller group can make changes to the group's bookings alone or together with the individual traveller requesting the changes.

2.6.6. The traveller or the representative of a traveller group is responsible for the accuracy of the information they provide to the organiser, such as the timing of the trip, the name/s, date/s of birth and other personal details of the traveller/s or any special requirements, and for providing the information on time. The organiser cannot be held liable for any losses resulting from inaccurate or incomplete information having been provided by the traveller or the representative of a traveller group.

2.6.7. The traveller may be held liable for any consequences and/or costs incurred from their use of the services or components included in the package in a manner that violates the package travel contract. For example, failure to use all or part of any transport services

included in the package may cause the traveller to lose their right to some or all remaining services.

### 3. Conclusion of the contract and payment

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

3.2. The total price of the package must be paid by the due date given by the organiser or by another agreed due date. Provided that they pay for the package, the traveller is entitled to receive their tickets and other documents relating to their trip well in advance of the trip.

### 4. The traveller's right to cancel the booking before the start of the trip

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

4.1.a) Administrative costs as agreed, if a booking is cancelled at least 45 days before the start of the trip

b) A booking fee, if a booking is cancelled less than 45 days but at least 21 days before the start of the trip

c) 50% of the price of the package, if a booking is cancelled less than 21 days but at least seven days before the start of the trip

d) 75% of the price of the package, if a booking is cancelled less than seven days but at least three days before the start of the trip

e) 95% of the price of the package, if a booking is cancelled less than three days before the start of the trip.

4.2. If the price of a package is based on two or more travellers sharing a room or an apartment and one of the travellers cancels their booking, the organiser has the right to charge for the cancellation as per Section 4.1 as well as for any costs incurred from the accommodation not being used in full. Liability for the aforementioned costs will be shared between the traveller who cancels their booking and the other travellers in the group. The organiser and the travelling entourage can agree to deviate from the above by finding accommodation that is more suitable for the remaining travellers, in which case the travellers attending the trip will bear any additional costs incurred.

4.3. Travellers who fail to show up for their trip at the appointed time without cancelling their booking or who are unable to attend the trip due to missing documents for which the traveller is responsible, such as their passport, visa, proof of identity or vaccination certificate, will not be entitled to a refund.

4.4. Cancellation costs may differ from those listed in Section 4.1., in the case of a trip subject to special terms and conditions (Section 1.3.). In such circumstances, the special terms and conditions must specify the cancellation costs or how such cancellation costs will be calculated.

### 5. The traveller's right to cancel their booking before the start of the trip due to changes made by the organiser or conditions at the destination

5.1. The traveller has the right to cancel their booking if

a) the organiser makes substantial changes to the travel arrangements. Substantial changes include, for example, a change in transportation that results in a considerably longer travel

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

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

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

c) the dates or times of the trip change

- by more than 24 hours in the case of trips lasting at least seven days
- by more than 12 hours in the case of trips lasting between two and six days
- the traveller's right to cancel trips lasting less than two days is assessed case by case; or

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

5.2. The organiser must inform the traveller of any changes by means of a durable medium, and the notice must explain what changes the organiser intends to make, whether the changes will affect the standard of the package or lower its value, the amount of any discount given to the traveller due to the changes and whether the changes entitle the traveller to cancel their booking.

5.3. A traveller who wishes to cancel their booking must communicate their wish to the organiser without undue delay. A traveller who does not inform the organiser of their wish to cancel their booking by a reasonable deadline, given in the notice of changes, is deemed to have accepted the proposed changes.

5.4. The traveller's right to cancel their booking due to price increases is established in Section 8.3.

5.5. A traveller who cancels their booking in the aforementioned circumstances is entitled to a refund of the price of the package without undue delay and in any case within 14 days of the cancellation. However, a cancellation fee will be charged if the traveller was aware of the circumstances referred to in Section 5.1.b) when the contract was concluded.

Travellers who cancel their booking due to the reasons listed in Sections 5.1.a), 5.1.c) or 5.1.d) are also entitled to compensation for any amounts they have spent on their trip that have become worthless due to the cancellation unless the changes are due to circumstances that are beyond the organiser's or their subcontractors' control.

## 6. The traveller's right to interrupt the trip and terminate the contract during the trip

6.1. The traveller has the right to interrupt the trip if

a) the performance of the travel arrangements is faulty to the point that the trip does not satisfy its original purpose; or

b) a situation referred to in Section 5.1.b) arises during the trip and the traveller was not aware of the conditions at the destination when the contract was concluded.

6.2. A traveller who interrupts their trip or terminates the contract is entitled to a refund of the price of the package and any other payments made to the organiser. Any services provided by the organiser that have benefited the traveller (e.g. any portions of a trip consisting of several parts, any meals served during the trip or tickets used by the traveller) will be taken into account when calculating the refund.

6.3. If necessary, the organiser must arrange and pay for the return journey of any traveller who wishes to terminate the contract on the grounds of Section 6.1.a). In such circumstances, the traveller must be able to return home using the same form of transport as originally agreed and to the same location from which they departed or another location as agreed.

6.4. A traveller who wishes to interrupt their trip due to the circumstances referred to in Section 6.1.b) and whom the organiser fails to assist in arranging their return journey pursuant to Section 2.5 have the right to make their own arrangements. However, in such circumstances, the traveller must strive to limit the costs and other losses to be borne by the organiser.

6.5. The traveller's right to compensation is discussed in Section 16.

## 7. The traveller's right to request changes to the contract and transfer the package to another traveller

7.1. Travellers have the right to change the departure date, destination or hotel up to 45 days before the start of the trip by paying any difference between the original package and the new package as well as administrative expenses. The organiser has the right to treat any changes made closer to the start of a traveller's trip as a cancellation and a new booking.

7.2. The traveller has the right to make changes to passenger details on their booking or transfer the package to another person as long as the other person satisfies the terms and conditions of the package.

The organiser must be notified of any such changes in passenger details at least seven days before the start of the trip. Changes may also be made closer to the start of the trip if this does not cause unreasonable inconvenience to the organiser.

The organiser has the right to reasonable compensation for any actions they must take due to the changes. Unless otherwise stated in the organiser's additional terms and conditions, the amount of compensation will be based on the administrative costs incurred. Alternatively, Section 4.2. may be applied. Liability for the costs of the package and for the compensation payment to the organiser will be shared between the original traveller and the person travelling instead.

## 8. Changes to prices

8.1. The organiser has the right to increase the price of the package and a duty to lower the price after the conclusion of the contract on the following grounds:

a) Changes in transport costs due to fuel and other energy prices; or

b) Changes in taxes or third-party charges that affect the price of the package, such as airport or seaport charges or taxes in the destination country or city. Both domestic taxes and charges and taxes and charges levied by the authorities of the destination country are taken into account; or

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

8.2. Price increases must not exceed the increase in costs.

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

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

8.3. If the price of a traveller's package is increased by more than 8% calculated as referred to in Section 8.2. after the conclusion of the contract, the traveller has the right to terminate the contract. The traveller must notify the organiser of their wish to terminate the contract by a reasonable deadline given by the organiser or, if no deadline has been set, within seven days of the traveller receiving notice of the price increase. Notices sent electronically are deemed to have been received on the day they were sent. If no other evidence can be presented of the date on which a communication was received, notices sent by post are deemed to have been received on the seventh day after they were sent.

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

8.4. The organiser must reimburse the traveller for any decrease in the cost of the package due to the circumstances referred to in Sections 8.1.a)–8.1.c) before the start of the trip. The organiser has the right to deduct any administrative costs incurred from the refund.

## 9. Changes to the package travel contract introduced by the organiser

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

9.2. Changes introduced by the organiser that entitle the traveller to cancel their trip are listed in Section 5.1.

9.3. The traveller has a duty to pay the price of the package and any other agreed charges if the changes introduced by the organiser are not minor pursuant to Section 9.1. or such that entitle the traveller to cancel the trip pursuant to Section 9.2. However, the provisions laid down in Sections 15 and 16 on the traveller's right to a price reduction and compensation apply.

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

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

- 1) at least 20 days before the start of the trip in the case of trips lasting more than six days;
- 2) at least seven days before the start of the trip in the case of trips lasting between two and six days;
- 3) at least 48 hours before the start of the trip in the case of trips lasting less than two days.

The aforementioned changes may entitle the traveller to a price reduction and/or compensation pursuant to Sections 15 and 16.

## 10. The organiser's right to cancel or interrupt a trip

### 10.1. The organiser has the right to cancel a trip if

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

- 1) at least 20 days before the start of the trip in the case of trips lasting more than six days;
- 2) at least seven days before the start of the trip in the case of trips lasting between two and six days;
- 3) at least 48 hours before the start of the trip in the case of trips lasting less than two days.

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

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

10.2. If circumstances such as referred to in Section 10.1.b) arise during a trip, the organiser has the right to interrupt the trip and make any other necessary changes to the programme. In such circumstances, the organiser must after their return home reimburse the traveller without delay for the price paid for any components of their package that were not delivered.

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

## 11. The organiser's right to terminate a contract

The organiser has the right to terminate a traveller's contract if the traveller fails to pay for all or part of their package by the agreed due date. The due date must be reasonable. The document in which the due date is specified must explain the organiser's right to terminate the contract on the grounds of non-payment.

## 12. Breach of contract and complaints

### 12. 1. The organiser is deemed to be in breach of contract if

a) the services or other arrangements associated with a trip do not correspond to what has been agreed or what can be deemed to have been agreed; or

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

c) they fail to provide assistance pursuant to Section 2.5.

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

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

### 12.4. Complaints

A traveller wishing to complain about a breach of contract by the organiser after the trip must notify the organiser or the retailer of their complaint within a reasonable period of time from when they notice or should have noticed the breach. A traveller who notices a breach of contract that can be remedied during the trip must alert the organiser or retailer as soon as possible.

Unless the breach of contract requires immediate remedial action, the traveller must allow a reasonable period of time for the breach to be rectified. What constitutes a reasonable period of time depends on the duration of the trip, the destination and other factors relating to the nature of the trip.

However, the above does not prevent the traveller from filing a complaint if the organiser or a trader used by the organiser for assistance in delivering on the contract has acted with gross negligence or in bad faith.

## 13. Rectifying breaches of contract

13.1. Organisers must rectify any breaches of contract immediately or, if immediate remedial action is not necessary, by a reasonable deadline set by the traveller and in a manner, that does not result in the traveller incurring any costs or major inconvenience. What constitutes a reasonable deadline for rectifying breaches of contract depends on the nature of the breach and its effect on the traveller as well as the organiser's possibilities of rectifying the breach.

The traveller may be entitled to a price reduction covering the duration of the breach pursuant to Section 15 and to compensation pursuant to Section 16 despite the organiser's remedial action.

13.2. The organiser cannot be expected to rectify a breach of contract if remedial action is impossible or would result in the organiser incurring unreasonable costs. What constitutes

unreasonable costs depends on the scale of the breach and the value of the affected travel services.

If an organiser decides not to rectify a breach of contract or fails to take immediate remedial action if immediate remedial action is required or fails to rectify the breach by the deadline set by the traveller, the traveller has the right to take action themselves. In such circumstances, the traveller is entitled to be reimbursed for any costs incurred from the remedial action taken.

The organiser is not required to reimburse the traveller for costs incurred by them from rectifying a breach of contract by the organiser if the costs are unreasonable. An organiser who refuses to rectify a breach of contract pursuant to this section has a duty to provide the affected traveller with a price reduction and compensation pursuant to Sections 15 and 16.

#### 14. Provision of alternative services during a trip

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

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

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

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

#### 15. Price reduction

If an organiser fails to rectify a breach of contract without delay or if the breach cannot be remedied, the traveller is entitled to a price reduction proportionate to the impact of the breach unless the organiser can prove that the breach was caused by the traveller.

No price reduction is necessary if the breach only has a minor impact considering the entire package. The price reduction depends on the total price of the package rather than the price of the individual service affected by the breach. The traveller's personal needs and any special wishes expressed in connection with concluding the contract can also be taken into account when assessing the impact of the breach.

#### 16. Compensation

16.1. The traveller is entitled to compensation for any losses incurred by them because of a breach of contract by the organiser. The organiser must pay the compensation without undue delay.

However, the right to compensation is lost if the organiser can demonstrate that

- 1) the breach of contract was due to the traveller;
- 2) the breach was due to third parties who are unrelated to the provision of travel services and it could not reasonably have been foreseen or prevented;
- 3) the breach was due to the kinds of unavoidable and extraordinary circumstances referred to in Section 16.9.

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

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

16.4. The traveller must take any reasonable steps to mitigate their losses. The organiser cannot be held liable for losses resulting from the traveller's own actions.

16.5. Compensation in the event of losses incurred during transport by air, sea or rail will be calculated based on the rules or contracts applied by the transport operator to their services. The organiser's liability for damages in the context of transport is governed by the applicable provisions of the Finnish Maritime Act (674/1994) or Regulation (EC) No 392/2009 of the European Parliament and of the Council on the liability of carriers of passengers by sea in the event of accidents, the Finnish Act on Transport by Air (289/1937), the Finnish Act on Air Transport Contracts (45/1977), the Finnish Air Transport Act (387/1986), the Finnish Rail Transport Act (1119/2000), Council Regulation (EC) No 2027/97 on air carrier liability in the event of accidents or the Convention concerning International Carriage by Rail (COTIF; TrS 5/1985), the Convention for the Unification of Certain Rules for International Carriage by Air (TrS 76/2004) or the 2002 Protocol to the 1974 Athens Convention relating to the carriage of passengers and their luggage by sea (TrS 70/2017).

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

16.7. To be eligible for compensation, the traveller must demonstrate that the organiser has committed a breach of contract and that the losses are directly attributable to the breach. The burden of proof regarding the amount of losses also rests with the traveller.

16.8. The traveller's liability for damages payable to the organiser is laid down in Section 2.6.3.

16.9. Unavoidable and extraordinary circumstances  
The organiser cannot be held liable for any losses resulting from unavoidable and extraordinary circumstances that are beyond the organiser's control and the consequences of which could not have been avoided even if all reasonable steps had been taken. Such unavoidable and extraordinary circumstances include, for example, orders by the authorities, airspace restrictions, war, other serious security issues, such as terrorism, serious unrest, significant risks to human health, such as the outbreak of a serious disease at the destination, or natural disasters such as flooding, earthquakes or weather conditions that make travelling

to the destination in a safe manner as specified in the package travel contract impossible or that otherwise significantly impede running the trip as agreed. Such circumstances also include interruptions in the supply of essential services, such as electricity or water, due to a natural disaster or workers' strikes, for example.

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

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

16.11. Organisers cannot limit their liability for a traveller's delayed return home on the grounds of unavoidable and extraordinary circumstances, if the transport service provider in question is prevented by applicable European Union laws from denying liability in such circumstances.

## 17. Booking errors

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

However, the traveller is not entitled to compensation if the booking error is due to the traveller or the kinds of unavoidable and extraordinary circumstances referred to in Section 16.9.

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

## 18. Deduction of compensation paid under other laws

Any price reduction given or compensation paid to a traveller pursuant to European Union laws governing the rights of travellers or international conventions will be deducted from any compensation payable pursuant to these terms and conditions.

The traveller has a duty to declare any compensation they have received because of breaches of the package travel contract from other parties to the organiser or retailer.

## 19. Claims for damages

19.1. The procedure for filing complaints concerning breaches of contract by the organiser is laid down in Section 12.

19.2. Claims for damages must be made in writing and within a reasonable period of time.

## 20. Disputes

If a dispute concerning a package travel contract cannot be settled between the parties, a consumer has the right to refer the case to the Consumer Disputes Board ([www.kuluttajariita.fi/en](http://www.kuluttajariita.fi/en)) for resolution. A consumer wishing to refer a case to the Consumer Disputes Board must first contact the Consumer Advisory Services ([www.kkv.fi/en/consumer-advice/](http://www.kkv.fi/en/consumer-advice/)). A traveller can also file a civil suit in their local District Court.