

Tour operator terms and conditions

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Tour operator terms and conditions

This agreement is dated: [date]

It is made by Arctic Wild Adventures of [Box 9, 980 63 Kangos Sweden](#)

(“the Tour Company”)

The background to this agreement is:

The Tour Company arranges and provides low cost tours and excursions by coach and air within [Sweden](#) (including, where necessary, [Finland and Norway](#) overnight accommodation), to customers, upon the following terms and conditions.

Where the Tour comprises a package holiday, within the meaning of the Package Travel Regulations 1992, your attention is drawn to the provisions in the Brochure, regarding:

- general information regarding the requirement for a valid passport;
- any necessary visas and procedure and timescale to obtain them;
- any health requirements for the journey and the stay;
- the measure taken by the Tour Company to keep secure the money which you pay for the Tour; and
- the steps which will be taken to repatriate you from abroad if the Tour Company becomes insolvent

The Brochure also contains the current insurance cover for any cancellation of Booking by you and provision for available insurance to cover emergency risks which you may wish to purchase.

Definitions

These definitions apply unless the context of the Agreement requires a different interpretation:

"Booking"	means any placing of a request by you, in person, in writing or by telephone, for you [or someone else] to be included in a Tour, either direct to the Tour Company or through any authorised agent, together with full, cleared deposit payment for the tour, as advertised
"Confirmation"	means confirmation, by the Tour Company of a Booking for a tour or an excursion and "confirmed" shall be construed accordingly
"Package Holiday"	means a package holiday within the meaning of the Package Travel Regulations 1992
"Ticket"	includes an electronically generated ticket
"Tour"	includes any excursion or tour advertised from time to time, with itinerary and price, to be arranged by the Tour Company, as described in its latest brochure (called " Arctic Wild Adventures Tour's ")
"Writing"	includes electronic writing
"You"	means the Client which may include any person over the age of 18 years

or any minor accompanied by such a person

The terms of this Agreement are:

1. Booking Tours

- 1.1 In order for you to come on a tour arranged by us, you must make a Booking. This is done by paying a deposit of 20% of the total advertised price. It is your responsibility to ensure that the Booking and the Tour are suitable for your requirements and capacity (including your physical and medical state and any disability from which you may suffer), in every respect.
- 1.2 Provided that a place on the Tour booked is available and the Tour Company is satisfied that there is no good reason to refuse the Booking, the Tour Company will confirm the Booking in writing. You must then pay the balance of the advertised Tour price within 60 Days prior to commencement of Holiday/Tour. At that point, and not before, the Booking is complete and a contract is then made for the provision of the Tour.
- 1.3 If, for whatever reason, a Booking is not confirmed, the Tour Company will make a full refund of the Booking payment made by you, except where you cancel the confirmed booking, other than in accordance with paragraph 2, when (See Paragraph "2")
- 1.4 As soon as practicable, after Booking confirmation, you will be sent a Ticket for the Tour, either by the Tour Company or its duly authorised agent.
- 1.5 Where the Tour constitutes a Package Holiday, the following provisions in the brochure shall constitute part of the Booking terms and conditions:
 - 1.5.1 the destinations and, where more than one, the time to be spent at each;
 - 1.5.2 the means, characteristics and categories of transport with dates and times and points of departure and return; any intermediate stops and connections and where to go or stay to effect them;
 - 1.5.3 where accommodation is included, the location, degree of comfort and main features (including categorisation in a member state of the EU)
 - 1.5.4 what, if any meals are included in the Tour;
 - 1.5.5 whether there is a minimum number of clients before the Tour is cancelled and the timetable for any such cancellation;
 - 1.5.6 the itinerary;
 - 1.5.7 the excursions and tours included in the price and any surcharges that might arise and their method of calculation;
 - 1.5.8 the name and address of the organizer and any insurer, together with a local representative, whether associated with the Tour Company or not;
 - 1.5.9 the total price for the package holiday and any charges, taxes, dues not included;
 - 1.5.10 the payment schedule and accepted methods of payment;
 - 1.5.11 the need to agree any special requirements with the Tour Company;
 - 1.5.12 the ways and means and timetable for making a complaint.

2. Cancellation and alteration

- 2.1 Except where it is beyond your control (such as a requirement to do jury service), any cancellation by you of a Booking must be made in writing to the Tour Company or its duly authorised agent at least " 60 days" prior to departure.

- 2.2 **Subject to the following, provided that any cancellation is made in accordance with paragraph 2.1, the balance of any Booking payment still held by the Tour Company will be refunded, less a £50 charge for administration of the cancellation.**
- **Between 60-42 days 50%,**
 - **Between 41-28 days 60%**
 - **Between 27-14 days 90%**
 - **14 days or failure to arrive 100%. Subject to that, where the Tour Company receives any refund from any other person as a result of the cancellation, the Tour Company shall account to you for that also.**
- 2.3 No refunds will be made in relation to the return part or any other unused part of a ticket.
- 2.4 You may give “30” days' written notice, expiring before the start of your booked or confirmed Tour, to the Tour Company to change the Tour. This written notice must be made either direct or through its duly authorised agent. Any excess money will be refunded to you, subject to the payment of any additional administration charge.
- 2.5 Where an originally booked Tour is changed in accordance with paragraph 2.4, any discount applied to the price of the original Tour will no longer apply to the cost of any replacement Tour.
- 2.6 Where the Tour comprises a Package Holiday, the Tour Company shall advise you as to any proposed changes to the Tour and allow you the opportunity to withdraw without financial penalty.
- 2.7 If we have to alter your itinerary travel or holiday arrangements, any change will be either major or minor. Although it is unlikely that we will have to make any changes to your travel arrangements, we do plan the arrangements many months in advance and as a result we may have to make changes and we reserve the right to do so.
- 2.8 Where a change is a minor change, we will, if practical, advise you before departure, but we are not obliged to do so or to pay you compensation. A minor change is any change apart from a major change as defined here.
- 2.9 When a change is a major change (and a major change is either an alteration to your activities or a change in standard of accommodation), we will advise you as soon as is reasonably possible. You will then have the choice of:
- 2.9.1 accepting the change, taking an alternative holiday (and where this is of a different price, you or we will refund the difference as appropriate);
 - 2.9.2 or withdrawing from the contract and accepting a full refund of all monies paid.
- 2.10 In addition, in appropriate cases, we will pay compensation commensurate with the inconvenience suffered (on the assumption that the full balance has been paid).
- 2.11 In the unlikely event that we become unable to provide a significant proportion of your trip after you depart, we will make alternative arrangements for you to continue the trip at no extra charge, or, if this is impossible, or you do not accept these alternative arrangements for a good reason, we will provide you with transport back to your point of departure.
- 2.12 In addition, if appropriate, we will pay you compensation of an amount which is reasonable taking into account all the circumstances. Compensation will not be considered appropriate, for example, in cases where a major change has to be made as a result of force majeure.

2.13 If the Tour Company has to cancel your holiday before the date of departure, you will have the choice of:

2.13.1 taking an alternative holiday (and where this is of a different price you or we will refund the difference as appropriate); or

2.14.1 accepting the full refund of all monies paid.

In addition, in appropriate cases, and where such cancellation is not due to underbooking or force majeure as defined below, we will pay you compensation commensurate with your inconvenience. Underbooking is the situation in which the minimum number of bookings required to run a tour is not met.

3. Your obligations

3.1 You must ensure that any medical or other attendance that you require is provided by you.

3.2 You agree that you may be photographed in the course of the Tour for the purpose of the Tour Company's future publicity and that any written comments you make about the Tour or the Tour Company may be published by the Tour Company.

3.3 You agree to abide by any reasonable directions (especially any given on account of health and safety), given by the tour Company's representatives in the course of the Tour.

3.4 You agree to behave in a reasonable and responsible manner and, in particular that you will do nothing which might endanger the health and safety of any person involved in the Tour or which might result in personal injury to any person or loss of or damage to property belonging to the Tour Company, its representatives or other Clients.

3.5 You agree that it is your responsibility to carry any necessary valid passport or visa, necessary for the Tour and, in any event even for domestic tours, always to carry some official means of photographic identification, such as a valid driving licence.

3.6 You agree to inform us of any special requests at the time of booking. We will advise the relevant supplier of such requests but cannot guarantee that they will be met. Furthermore, the Tour Company has no liability to you if such requirements are not met.

4. Liability of Tour Company

4.1 When the Tour company supplies ancillary services, which include any services supplied by a third party, the Tour Company does not give any warranty or guarantee as to their quality, fitness for purpose or otherwise but shall, where possible, assign to you the benefit of any warranty, guarantee or indemnity given by the person supplying those services to the Tour Company.

4.2 The Tour Company shall have no liability to you for any loss, damage, costs or expenses or other claims for compensation arising from any instructions supplied by you which are incomplete, incorrect, illegible, out of sequence or in the wrong order or form, or arising from your late arrival, non-arrival or any other fault of yours.

4.3 Except in respect of death or personal injury caused by the negligence of the Tour Company, or as expressly provided in these Terms, the Tour Company shall not be liable

to you by reason of any innocent representation or any implied warranty, condition or other term, or any duty at common law, for any loss of profit, opportunity or any indirect, special or consequential loss, damage, costs, expenses or other claims (however caused) which arise out of or in connection with the provision of any Tour (including any delay or failure to provide it), so however that, the entire liability of the Tour Company under or in connection with the tour contract shall be limited in maximum to the amount of the payments for the provision of the Tour in question.

- 4.4 The Tour Company is not responsible for any act or omission of yours which results in death, personal injury or loss of, or damage to property of any other client.

5. Insurance

- 5.1 Insurance for medical emergency, including repatriation in any such event, is not included in the cost of the Tour.

- 5.2 It is a condition of booking that all travellers be covered by comprehensive travel insurance and do not travel against medical advice. You should organise it immediately you book so as to be covered in case of the ill health of yourself, a close relative or your travelling companion. If you do not wish to take out our insurance we must be provided with details of your comparable or greater cover and policy by, at the latest, one month prior to departure.

6. Force majeure

- 6.1 Neither party shall be liable for any breach of its obligations resulting from causes beyond its reasonable control including fire, natural disaster, war or military hostilities and strikes of employees. It does not include merely inclement weather conditions.

- 6.2 Each of the parties agrees to give notice immediately to the other upon becoming aware of an event of force majeure such notice to contain details of the circumstances giving rise to it.

- 6.3 Neither party shall have any liability to the other in respect of the termination of this agreement as a result of force majeure, except in relation to liabilities accrued before the occurrence of the force majeure.

- 6.4 Where you have to cancel a Booking as a result of force majeure, your place may be offered to another person who would then pay you for your ticket.

7. Successors to the agreement

- 7.1 The Tour Company is entitled to assign the benefit of this agreement

- 7.2 The benefit and obligations of this agreement shall be binding on any successor in title.

8. Severability and waiver

- 8.1 If any of these terms is at any time held by any jurisdiction to be void, invalid or unenforceable, then it shall be treated as changed or reduced, only to the extent minimally necessary to bring it within the laws of that jurisdiction and to prevent it from

being void and it shall be binding in that changed or reduced form. Subject to that, each provision shall be interpreted as independent and severable from each other paragraph and therefore separately enforceable.

- 8.2 No delay by the Tour Company in exercising any right, power or provision hereunder shall operate as a waiver of the exercise of any right at a future time.

9. Notices

Any notice to be served on either of the parties by the other shall be sent by first class post or pre-paid recorded delivery or by facsimile and shall be deemed to have been received by the addressee within 72 hours of posting or 24 hours if sent by facsimile to the correct number.

10. Entire understanding

This agreement contains the entire agreement between the parties and supersedes all previous agreements and understandings between the parties. Each party acknowledges that, in entering into this agreement, he does not rely on any representation, warranty or other term not forming part of this agreement, including by reference.

11. Miscellaneous matters

In this Agreement, unless the context requires a different interpretation:

- 11.1 references to the singular include the plural;
- 11.1 the headings in this document are for reference only, and
- 11.1 references to a numbered rule is a reference to the rule bearing the corresponding number in this Agreement.

12. Dispute resolution

- 12.1 In the event of a dispute arising out of or in connection with this Agreement, the parties undertake to attempt to settle the dispute by engaging in good faith with the other in a process of mediation before commencing arbitration or litigation.
- 12.2 Subject to clause 12(1), if any difference shall arise between any of the parties touching the meaning of this Agreement or the rights and liabilities of the parties, the same shall be referred to arbitration by a single arbitrator to be appointed, on the application of either side, by the President for the time being of the Law Society.

13. Jurisdiction

This Contract shall be interpreted according to the Laws of England and the parties agree to submit to the exclusive jurisdiction of the English courts.

Signed by
on behalf of the Client [\[your name\]](#)

Signed by
On behalf of the Tour Company: [Arctic Wild Adventures](#).

Explanatory notes

Tour operator terms and conditions

General notes:

1. **Blue markings** - the document has been marked in blue at many of the points where you may need to insert, amend or choose an alternative. The blue colourings are purely to draw your attention to these items. If several sub-paragraphs are marked in blue it is either because you may pick and choose or because all of the paragraphs follow from only one of the choices.
2. These terms and conditions provide a framework for the terms and conditions for the provision (from time to time), of the services of a tour company. Where the tour is governed by the Package Travel Regulations 1992, the brochure and the contract must contain certain prescribed information. The information to be included in the contract is described in these terms and conditions. The regulations apply when there is a package holiday which is defined to include two of the following components: travel, accommodation or any other significant tourist service, where the tour exceeds 24 hours or involves an overnight stay and bears an all inclusive price. All countries in the EU have similar regulations, which derive from an EU Directive. Where the regulations apply, the brochure (if any) must describe, for the tour:
 - the destinations and means and characteristics of transport;
 - type of accommodation, its location, category, degree of comfort, features and tourist classification, according to the prevailing criteria of the member state;
 - meals included in the tour price;
 - the itinerary;
 - information on passport and visa requirements;
 - terms of payment of deposit (if any) and balance;
 - whether there are terms under which the tour may be cancelled for under-subscription and the timetable for cancellation;
 - arrangements to deal with delays;
 - arrangements in place to give security for the price paid; and
 - for repatriation in the event of the tour company's insolvency.
3. We recommend you read our free information on package holidays which can be found here: <http://www.netlawman.co.uk/info/holiday-packages-operators.php> . If you provide a 'package holiday' as defined in the Package Travel Regulations 1992, you have additional duties to comply with.

Paragraph specific

- 1 This provides that a booking is necessary to take a tour and that it is for the client to make sure that the Tour is suitable. Where the tour is a package holiday, it is necessary to specify certain things, as mentioned in the general notes, above. Where a Tour is not a package holiday, it is not necessary to state the matters above by law, however, it is a good idea to be as specific as possible.
- 2 This covers cancellation and the consequences of that an alteration of the Tour.
- 3 This deals with the Client's obligations; including ensuring that any necessary medical attendance is secured; behaviour and compliance with representatives' instructions.
- 4 The covers the Tour Company's liability which, apart from for death and personal injury,

- may be limited, subject to the criterion of reasonableness.
- 5 This makes it clear that insurance for anything on the trip, from medical needs to cancellation costs is the responsibility of the Client.
 - 7 This provides that the Tour Company may assign its end of the contract to provide a Tour.
 - 12 Paragraph 12 provides for mediation as a starting point for dispute resolution as we believe that arbitration and litigation are time-consuming, expensive and unsatisfactory first choice solutions in the modern world.

End of notes

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