

GENERAL TERMS FOR PACKAGE TOURS

The terms regulate the contractual relationship between Unitas Rejser (the "tour operator") and the traveller (the "traveller"), who buys a package tour. The agreement is entered into in compliance with the Danish Act on Package Tours (Act no. 1666 of 26 December 2017 on package tours and combined travel arrangements).

FORMATION OF CONTRACT:

1.1. The formation

A contract on the purchase of a package tour between the traveller and the tour operator has been concluded and is binding on both parties when the offer is accepted by the traveller. It is a condition that the travel services which will constitute a package tour are purchased at the same time.

The tour operator submits a written offer to the traveller and these general terms. The traveller accepts the offer in writing before the deadline indicated in the offer. If the traveller does not accept the offer within this deadline, the tour operator is no longer bound by the offer.

The traveller accepts the tour operator's offer on the phone. Before the traveller accepts, the tour operator informs the traveller of the relevant terms of the contract and where the traveller can find these general terms. The agreed terms and these general terms are submitted to the traveller after the contract has been concluded on the phone.

1.2. Travel documents

After conclusion of the contract, the tour operator sends the travel documents (for example a travel certificate, an order confirmation, an invoice and/or an itinerary) to the traveller.

The submission of travel documents and other correspondence between the traveller and the tour operator, including, but not limited to changes of the package tour, is made to the postal address, e-mail address or other form of contact used by the traveller in connection with the conclusion of the contract.

The traveller is also obliged to provide the contact information required so that the tour operator can contact the traveller both before and during the tour.

If the traveller does not receive the travel documents within 2 days, the traveller must contact the tour operator immediately. If the traveller has provided an e-mail address, the traveller must first check the spam filter.

On receipt, the traveller has a duty to review the travel documents and "practical information" sent (see section 4.3) and promptly react to the tour operator if the information is not in compliance with what has been agreed.

2. Price and payment:

2.1. Price

The price of the tour is a so-called "total price", which means that it includes all mandatory taxes, duties and all further fees, costs and any supplements related to the services purchased by the traveller from the tour operator.

At the destinations, the charging of local fees, entrances and duties may occur which cannot be charged on conclusion of the contract as these payments relate directly to local rules or consumption of extra services than those specified in the contract.

The total price of the travel appears from the traveller's invoice. If changes are made to the actual travel or its preconditions as a result of affairs of the traveller, this can entail that the price is changed and further payment may be charged.

2.2. Payment

If the traveller breaches their part of the contract as regards payment, the tour operator is entitled to cancel the contract. In such cases, the tour operator is entitled to payment of the amount which the traveller would lose under the rules in clause 6.2 if the traveller cancelled the tour on the day of the non-payment.

3. CANCELLATION AND TRAVEL INSURANCE

Before the conclusion of the agreement, the tour operator provides the traveller with information about the possibility of or the duty to take out insurance covering the traveller's expenses of terminating the agreement (cancellation insurance) or the expenses for home transportation etc. in case of an accident, illness or death (travel insurance) and the terms of these insurance policies.

See all the conditions of insurance at the homepage Gouda Rejseforsikring.

The tour operator receives commission for the sale of insurance policies. By contacting the tour operator, the traveller may be informed of the size of the commission.

If the traveller wants to take out cancellation insurance or travel insurance through the tour operator, the traveller must inform the tour operator thereof before the contract is finally concluded.

4. THE GENERAL DUTIES OF THE TRAVELLER:

4.1. Passport, visa and health formalities (i.a. vaccinations)

The traveller must possess a valid passport valid for at least six months after the end of the tour and the documents required for the tour, including visa and proof of necessary vaccinations.

On conclusion of the agreement, the tour operator informs the traveller about passport and visa requirements, including information of the expected time for obtaining a visa. The tour operator also states any health formalities in the form of vaccination requirements etc. and other documents and matters necessary for the completion of the tour. For certain countries, special rules for entry and departure apply. If this is the case, it will appear from the contract. The traveller may contact the tour operator for further information about these rules.

The tour operator's information about passport and visa requirements for the traveller is based on the rules for Danish citizens. If the traveller does not have a Danish passport, or if the traveller has double citizenship, the traveller must inform the tour operator thereof, so that the traveller can obtain the correct advice and guidance, including reference to relevant authorities. In this context, see i.a. www.um.dk and www.ssi.dk.

4.2. Physically handicapped persons

It will appear from the tour operator's offer material whether the tour is generally suited for physically handicapped persons. Further, before the conclusion of the agreement, the traveller can request the tour operator to give precise information about the suitability of the tour in relation to the traveller's needs. It is a prerequisite for such a request that the traveller gives the tour operator all necessary and relevant information about the traveller's needs.

4.3. Names on travel documents

The traveller is responsible that the names appearing from their travel documents and bookings are identical to the full name which appears from the traveller's passport. If the traveller becomes aware of disagreements between travel documents and passport, the traveller must immediately inform the tour operator thereof, which will attempt to correct the error. If the disagreement is due to the traveller's affairs, expenses incidental thereto will be paid by the traveller. If changes are not possible, the traveller cannot hold the tour operator responsible.

4.4. Timely appearance

In the cases where the traveller cannot arrive timely for the ordered travel service, the traveller must contact the said supplier and inform the supplier of the later appearance. If the traveller does not obtain a satisfactory solution with the supplier, the traveller must contact the tour operator. On the traveller's failure to contact the supplier and/or the tour operator, respectively, the supplier will cancel the reservation, and the traveller cannot use the reservation or receive a refund of the payment thereof.

If flight tickets form part of the package tour, they must be used in the correct order. If the traveller fails to use the flight tickets in the correct order, the airline will cancel the remaining flight distances. Therefore, the traveller cannot use only individual distances of air travel. By way of example, the traveller cannot use a return flight only.

The traveller must have finalised any check-in in compliance with the times and places for latest check-in on the outward or homeward bound tours stated in the itinerary or by other clear indication. The traveller is responsible to call attention to

themselves in the check-in queue if the traveller foresees that they cannot have finalised the check-in within the times stated.

The traveller must keep informed of the homeward journey times through, in due time before the homeward journey, informing themselves whether changes to the homeward journey time specified in the travel documents have been made or announced. Information about such changes will be provided to the traveller individually or through notices at an agreed place by either the tour operator, representatives thereof or the sub-suppliers of the tour operator.

The traveller must keep updated on points and times of departure for the means of transportation included, on an ongoing basis. This may for example take place through, immediately after arrival at an airport, keeping an eye on display screens and contacting the airport staff in the event of doubt as to from which terminals or gates the aircraft departs. Changes of terminals and gates often occur and are beyond the tour operator's control. In such situations, the traveller cannot make any claims against the tour operator.

4.5. Rules

The traveller must observe the rules applicable to all the sub-suppliers of the package tour, such as hotels, airports, means of transportation etc.

The traveller must behave in a manner so that fellow travellers do not feel embarrassed. In gross or repeated cases, inappropriate conduct may result in the refusal of the traveller, by the tour operator or its representatives, to take part in the rest of the tour. In such cases, the traveller is responsible for their own home transportation and any resulting expenses. In the event of refusal of the traveller, the traveller is not entitled to receive any form of reimbursement of the price of the package tour.

The tour operator is not liable to public exercise of authority, including, but not limited to, the police's intervention/action vis-à-vis the traveller in connection with any improper behaviour of the traveller. In such situations, the traveller is responsible for the expenses that may be imposed on the traveller, and the traveller cannot make any claim vis-a-vis the tour operator, nor will the traveller be entitled to repayment of the price of the package tour.

4.6. Non-compliance

If the traveller fails to comply with the requirements for passport, visa, health formalities, the statement of correct name on the travel documents and review thereof, the rules on timely appearance and the rules of conduct, the traveller cannot advance claims neither against the tour operator, the agent nor the sub-supplier of the package tour for the consequential effects, defects, nuisances or losses entailed by the non-compliance with the traveller's general duties.

5. CHANGES TO THE CONCLUDED CONTRACT

5.1. Assignment of the package tour

The traveller may assign the tour to another person against a fee of DKK 350,-. The tour operator must be notified of assignment no later than 7 days before the start of the tour, on a permanent medium. Notification after this time entails that the traveller forfeits the right to assign the package tour.

Assignment can take place only if the person, to whom the package tour is assigned, complies with the required terms and requirements for the completion of the tour, including passport, visa, health requirements, as specified by the tour operator on conclusion of the contract.

The access to assign the package tour may be limited wholly or partially by the tour operator if the assignment is not possible as a result of the terms of the sup-supplier. Restrictions in the access to assign will always appear clearly from the traveller's travel documents.

In this connection, it is pointed out to the traveller that the vast majority of the flight tickets included in package tours cannot be changed or refunded once they have been booked ("non-refundable" tickets).

It will appear from the traveller's travel documents if the flight ticket cannot be changed or refunded. If the package tour includes such travel services, the price of the travel services imposed by the said restrictions will be lost if a tour is wanted to be changed after ordering.

The assignor of the package tour and the person to whom the package tour has been assigned are jointly and severally liable for payment of any balances and costs as a result of the assignment.

5.2. Price changes

After conclusion of the contract, the tour operator may make changes to the agreed price of the package tour if there are any changes to:

- the price of transportation of passengers as a result of expenses for fuel or other energy sources,
- taxes, duties or fees for the travel services of the package tour imposed by a third party, who is not directly involved in the delivery of the package tour,
- exchange rates of importance to the package tour.

The calculation of these changes is made according to the calculation examples below:

Agreed price	Change	Calculation	New price
DKK 3000	Increase in fuel charge:	DKK 200 + DKK 50	DKK 3050
Of which fuel charge:	DKK 50		
DKK 200			

If part of the price of the package tour is settled in a currency other than DKK, this amount or its share of the total price will appear on the invoice. Foreign currencies used for calculating the price of the package tour will appear from the invoice with a specification of the name of the currency, the exchange rate and the date of the fixed exchange rate.

In case of changes to the price of the tour, the tour operator informs the traveller of price increases and price decreases. The information must take place on a permanent medium and no later than 20 days before departure. The price may be increased by maximum 8% of the price of the package tour. If the increase is more than 8 % of the price of the package tour, the traveller will be entitled to cancel the agreement.

In case of a price decrease as a result of changes to the above matters, the traveller is entitled to a price reduction corresponding to the price decrease resulting from the changes. In that connection, the tour operator is entitled to deduct costs incidental to the reimbursement to the traveller.

5.3. The traveller's changes of the package tour

If the traveller wants to make changes to the package tour, the traveller must contact the tour operator as soon as possible. If it is possible for the tour operator to change the package tour, the traveller must pay the extra expenses resulting from the changes. The tour operator is not obliged to make changes to the package tour.

If the traveller wants to make changes that the tour operator cannot perform in the existing agreement, then the change will be considered a cancellation of the package tour, see section 6.2, and a new order if the traveller maintains the wish to have the package tour changed.

5.4. The tour operator's changes to the package tour before commencement of the package tour.

5.4.1. Immaterial changes.

Before the commencement of the package tour, the tour operator is entitled, exempt from liability, to make immaterial changes to the package tour without the traveller's consent. The traveller is obliged to accept such changes if before the commencement of the package tour and without undue delay the tour operator clearly and precisely informs the traveller of the said changes.

5.4.2. Other changes.

If before the commencement of the package tour, the tour operator either:

- makes material changes to the package tour,
- or cannot deliver certain services that the traveller has requested and that the tour operator has accepted to deliver,
- or increases the price of the tour by more than 8%,

the traveller has the following rights:

- the traveller may cancel the agreement and have the amounts paid under the tour reimbursed
- or if the tour operator so offers, the traveller can participate in a replacement tour.

The tour operator is obliged, without undue delay, to contact the traveller and inform the person of the material changes and which impact, if any, they may have on the price of the package tour.

In its contact, the tour operator determines a reasonable deadline for when the traveller must state his or her decision, and also states that the consequence of not adhering to this deadline entails that the traveller is deemed to have accepted changes covered by 5.4.2.

In certain situations the traveller may be entitled to compensation if a financial loss has been suffered as a result of the above material changes, unless the reason is based on inevitable and extraordinary circumstances.

6. TERMINATION OF THE CONTRACT:

6.1. Cooling-off right

For the purchase of package tours, no cooling-off rights apply, see section 18(2)(i) of the Danish Consumer Contracts Act (forbrugeraftaleloven), and section 7(2)(v) that exempts passenger transport from the scope of the Danish Consumer Contracts Act.

6.2. Cancellation of the package tour

6.2.1. General cancellation terms

The traveller can cancel the package tour before its commencement according to the standardised cancellation terms below, unless before the conclusion of the agreement the tour operator has stated in writing that cancellation will be made according to an individual calculation of the cancellation fee corresponding to the price of the package tour less costs saved and any income from sale of the cancelled travel services.

- On cancellation no later than 64 days before the departure date, the tour operator pays back to the traveller the paid amount less the deposit.
- If cancellation is made later than 64 days before the departure date and no later than 36 days before the departure time specified in the travel documents, the tour operator is entitled to charge 50% of the total price for the tour.
- If cancellation is made later than 36 days before departure, the travel agency is entitled to charge the total price for the tour as a cancellation fee.

On request, the traveller may have a reason for the amount of the cancellation fee.

6.2.2. Cancellation in the event of acts of war etc.

The traveller may cancel a package tour before the package tour commences without paying a fee if at the travel destination or in the immediate vicinity thereof inevitable or extraordinary circumstances occur that materially impact the delivery of the package tour or the transport of passengers to the destination.

In order that the traveller can cancel without paying a fee, on the basis of an objective assessment the said inevitable and extraordinary circumstances must render it impossible to travel safely to the destination, e.g. based on guidelines or statements from the Ministry of Foreign Affairs of Denmark, health authorities etc. See www.um.dk and www.ssi.dk.

In case of cancellation free of charge, the traveller is entitled to full refund of the price of the tour, but has no right to further compensation from the tour operator.

The cancellation right free of charge does, however, not apply if the traveller knew or ought to have known of the said event or the event was generally known at the time of the conclusion of the contract.

If the traveller cannot cancel free of charge under the above, the general cancellation rules apply, see clause 6.2.

It applies to round trips that the traveller only has a right to cancel the part of the package tour which takes place in the area advised against. If this part of the package tour constitutes a material part of the package tour, the traveller has the right to cancel the entire tour.

6.2.3. Time of refund and calculation of a cancellation fee.

Repayment of amounts under clauses 6.2.1 and 6.2.2 must be made no later than 14 days after the traveller's cancellation of the package tour, for which reason calculation of the fee, in the event of individual cancellation, is also calculated no later than at this time in relation to the possibility of resale of the cancelled tour services.

6.3. Cancellation on the part of the tour operator

6.3.1. Cancellation due to lack of participation

If the completion of the tour is conditioned on a certain minimum participation, this will appear from the tour operator's offer material or elsewhere in the contractual basis. It will also appear how many participants are necessary as a minimum or a minimum participation percentage for the completion of the tour, and when this number must be reached before the start of the tour.

If the required number of participants is not reached before the date stated, the tour operator can may cancel the agreement on the package tour without liability. The tour operator informs the traveller about the cancellation of the agreement before the deadline stated in the agreement, but no later than

- 20 days before the package tour commences if the duration of the tour is more than six days,
- seven days before the package tour commences if the duration of the tour is between two and six days,
- 48 hours before the package tour commences if the duration of the tour is less than two days.

6.3.2. Cancellation because of inevitable and extraordinary circumstances

The tour operator may also cancel the agreement for a package tour without liability if the tour operator is prevented from performing the agreement due to inevitable and extraordinary circumstances, and the tour operator informs the traveller of the cancellation of the agreement without undue delay and before commencement of the package tour.

In the above cancellation situations, the traveller will have refunded the amounts paid for the tour no later than 14 days after the cancellation, and the traveller has no claim for any compensation.

7. DEFECTS AND COMPLAINTS:

If a defect is ascertained after the tour has started – under way or at the destination – the traveller must immediately after the ascertainment complain about the defect to the tour operator, its representative at the destination or to the sub-supplier to which the defect is related.

If the representative or sub-supplier of the tour operator cannot or will not remedy or in the traveller's view does not remedy satisfactorily, the traveller must complain directly to the operator.

The traveller must ensure that the complaint is registered by the employees and/or sub-suppliers of the tour operator at the place – for example through a note in a hotel book or other written form. In addition, the traveller should ensure to obtain a receipt for the complaint.

If the traveller fails to make a complaint as described above, it will have consequences for the traveller's right to subsequently rely on the defect and obtaining any compensation.

8. LIMITATIONS IN THE TOUR OPERATOR'S LIABILITY IN DAMAGES:

The airlines have the direct liability for the correct execution of the transportation under the Warsaw and Montreal Conventions, the EU regulations 889/2002 and 261/2004 and the Danish Air Navigation Act.

The tour operator limits its liability to the amount limits applicable at any time and appearing from the Warsaw and Montreal Conventions (air transportation), the Athens Convention and EU Regulation 392/2009 (transportation at sea), the COTIF Convention and EU Regulation 1371/2007 (rail transportation). The tour operator's liability in damages therefore cannot exceed the amount applicable to the carriers with the direct liability for the transportation.

The applicable SDR (XDR) exchange rate can be found at www.nationalbanken.dk

The limits of the maximum damages under the Warsaw and Montreal Conventions are fixed at:

- In case of passenger death or injury: SDR 113,100 – if the airline can establish that it has not acted negligently or had incorrect conduct, or if the event is due to a third party's negligent or incorrect conduct
- In case of damage owing to delay of passenger transport: SDR 4,694
- In case of destruction, loss, damage to or delay of luggage: SDR 1,131

The limits of the maximum damages under the Athens Convention and EU Regulation 392/2009 are fixed at:

- In case of passenger death or injury: SDR 250,000 to SDR 400,000 – according to the cause of the damage and the blame of the carrier
- In case of destruction, loss or damage to hand luggage: SDR 2,250
- In case of destruction, loss or damage to vehicles, including luggage in or on the vehicle: SDR 12,700 – the carrier is only liable for damage caused due to errors on the part of the carrier
- In case of destruction, loss or damage to luggage other than hand luggage and vehicles: SDR 3,375

So-called "valuables" are not compensated under the sets of rule.

The limits of the maximum damages under the COTIF Convention and EU Regulation 1371/2007 are fixed at:

- In case of passenger death or injury: SDR 175,000
- In case of lost objects or damaged objects: SDR 1,400
- In case of full or partial loss of a vehicle: SDR 8,000
- In case of damage to objects left in the vehicle: SDR 1,400 – the carrier is only liable for damage caused due to errors on the part of the carrier

If the liability of the carrier is not limited in other EU legislation or international convention, the tour operator limits its liability to three times the total price of the package tour.

9. MAKING A CLAIM AFTER THE END OF THE TOUR:

Claims for damages and/or a proportionate reduction of the price of the tour – as a result of defects about which correct complaints have been made, and which have not been remedied by the tour operator – must be made within a reasonable time after the end of the tour to the tour operator. If not, the traveller forfeits the right to advance a claim against the tour operator.

The traveller may complain to Unitas Rejser, att.: Klaus Boe Østergaard at Rejser@unitas.dk

10. ACCESS TO SET-OFF ON PAYMENT OF DAMAGES AND/OR COMPENSATION

When sending its complaint to the tour operator, the traveller must state if the traveller has also sought damages or compensation from the carrier based on EU regulations on passenger rights and liability in damages in relation to passenger transport and under the international conventions which also regulate this matter.

If the traveller has received damages and/or compensation from the carrier, the tour operator is entitled to set off damages and/or compensation according to the Danish Act on Package Tours and combined travel arrangements against the damages and/or compensation that the traveller has received from the carrier.

11. JURISDICTION AND CHOICE OF LAW:

Where agreement on a claim for damages and/or amount etc. cannot be reached by complaining to the tour operator or the agent, the traveller may file the complaint with Pakkerejse-Ankenævnet (the Package Tour Appeals Board), Røjelskær 11, 3rd floor, 2840 Holte, Denmark.

The Package Tour Appeals Board's website is www.pakkerejseankenævnet.dk.

Complaints to the Pakkerejse-Ankenævnet can also be filed through the European platform for online dispute solution on <http://ec.europa.eu/consumers/odr/>. For this purpose, the e-mail address of the tour operator is Rejser@unitas.dk.

As a consequence of its membership of Danmarks Rejsebureau Forening (Denmark's Travel Association), the tour operator is obliged to perform rulings from Pakkerejse-Ankenævnet, unless the board of directors of the association grants dispensation from this requirement, because the ruling is sought to be brought before a Danish court of law, see the association's articles of association.

All disputes and disagreements which may arise out of the coming into existence of any given contract and/or its performance and which cannot be solved between the parties alone or by Pakkerejse-Ankenævnet, must, if the parties want to bring the matter before the courts, be instituted before the Danish national courts of law for final decision and will be subject to Danish law, unless otherwise stated by Regulation 1215/2012 and the Rome Convention of 1980.

12. GUARANTEE OF REJSEGARANTIFONDEN (THE DANISH TRAVEL GUARANTEE FUND)

In the event of the tour operator's bankruptcy, the tour operator has provided security for refund of the traveller's payments with:

Rejsegarantifonden, Røjelskær 11, 3rd floor, 2840 Holte, Denmark.