

GENERAL TERMS FOR PACKAGE TOURS

The terms regulate the contractual relationship between Unitas Rejser (the "tour operator") and the traveler (the "traveler"), 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 traveler and the tour operator has been concluded and is binding on both parties when the offer is accepted by the traveler. 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 traveler and these general terms. The traveler accepts the offer in writing before the deadline indicated in the offer. If the traveler does not accept the offer within this deadline, the tour operator is no longer bound by the offer.

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

The submission of travel documents and other correspondence between the traveler 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 traveler in connection with the conclusion of the contract.

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

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

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

2.2. Payment

If the traveler 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 traveler would lose under the rules in clause 6.2 if the traveler 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 traveler with information about the possibility of or the duty to take out insurance covering the traveler'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 traveler may be informed of the size of the commission.

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

4. THE GENERAL DUTIES OF THE TRAVELER:

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

The traveler 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 traveler 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 traveler may contact the tour operator for further information about these rules.

The tour operator's information about passport and visa requirements for the traveler is based on the rules for Danish citizens. If the traveler does not have a Danish passport, or if the traveler has double citizenship, the traveler must inform the tour operator thereof, so that the traveler 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 traveler can request the tour operator to give precise information about the suitability of the tour in relation to the traveler's needs. It is a prerequisite for such a request that the traveler gives the tour operator all necessary and relevant information about the traveler's needs.

4.3. Names on travel documents

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

4.4. Timely appearance

In the cases where the traveler cannot arrive timely for the ordered travel service, the traveler must contact the said supplier and inform the supplier of the later appearance. If the traveler does not obtain a satisfactory solution with the supplier, the traveler must contact the tour operator. On the traveler's failure to contact the supplier and/or the tour operator, respectively, the supplier will cancel the reservation, and the traveler 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 traveler fails to use the flight tickets in the correct order, the airline will cancel the remaining flight distances. Therefore, the traveler cannot use only individual distances of air travel. By way of example, the traveler cannot use a return flight only.

The traveler must have finalized 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 traveler is responsible to call attention to themselves in the check-in queue if the traveler foresees that they cannot have finalized the check-in within the times stated.

The traveler 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 traveler individually or through notices at an agreed place by either the tour operator, representatives thereof or the sub-suppliers of the tour operator.

The traveler 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 traveler cannot make any claims against the tour operator.

4.5. Rules

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

The traveler must behave in a manner so that fellow travelers do not feel embarrassed. In gross or repeated cases, inappropriate conduct may result in the refusal of the traveler, by the tour operator or its representatives, to take part in the rest of the tour. In such cases, the traveler is responsible for their own home transportation and any resulting expenses. In the event of refusal of the traveler, the traveler 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 traveler in connection with any improper behavior of the traveler. In such situations, the traveler is responsible for the expenses that may be imposed on the traveler, and the traveler cannot make any claim vis-a-vis the tour operator, nor will the traveler be entitled to repayment of the price of the package tour.

4.6. Non-compliance

If the traveler 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 traveler 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 traveler's general duties.

5. CHANGES TO THE CONCLUDED CONTRACT

5.1. Assignment of the package tour

The traveler 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 traveler 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 traveler's travel documents.

In this connection, it is pointed out to the traveler 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 traveler'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 Of which fuel charge: DKK 200	Increase in fuel charge: DKK 50 Same decrease in the fuel charge	DKK 200 + DKK 50 DKK 200 – DKK 50	DKK 3050 DKK 2950
DKK 3000 Of which taxes and duties: DKK 500	Increase in taxes and duties: DKK 100 Same decrease in taxes and duties	DKK 500 + DKK 100 DKK 500 – DKK 100	DKK 3100 DKK 2900
DKK 3000 Paid at exchange rate 3.00	Change in foreign exchange rates: 3,0 to 3,1 3,0 to 2,9	(DKK 3000 /3,0) * 3,1 (DKK 3000 /3,0) * 2,9	DKK 3100 DKK 2900

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 traveler 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 traveler will be entitled to cancel the agreement.

In case of a price decrease as a result of changes to the above matters, the traveler 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 traveler.

5.3. The traveler's changes of the package tour

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

If the traveler 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 traveler 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 traveler's consent. The traveler 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 traveler 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 traveler has requested and that the tour operator has accepted to deliver,
- or increases the price of the tour by more than 8%,

the traveler has the following rights:

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

The tour operator is obliged, without undue delay, to contact the traveler 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 traveler must state his or her decision, and also states that the consequence of not adhering to this deadline entails that the traveler is deemed to have accepted changes covered by 5.4.2.

In certain situations, the traveler 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 traveler can cancel the package tour before its commencement according to the standardized 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 traveler 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 traveler may have a reason for the amount of the cancellation fee.

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

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

It applies to round trips that the traveler 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 traveler 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 traveler'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 traveler 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 traveler of the cancellation of the agreement without undue delay and before commencement of the package tour.

In the above cancellation situations, the traveler will have refunded the amounts paid for the tour no later than 14 days after the cancellation, and the traveler 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 traveler 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 traveler's view does not remedy satisfactorily, the traveler must immediately complain directly to the us at our emergency phone: +4586825611 (#1 for Humanitarian organizations or #2 for Group Travel)

The traveler 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 traveler should ensure to obtain a receipt for the complaint.

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

You can find the contact information for our agent, carrier or hotel in the tour guide letter or on your voucher, which is sent to you shortly before departure.

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 128.821 – 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 5.346
- In case of destruction, loss, damage to or delay of luggage: SDR 1,288

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 traveler forfeits the right to advance a claim against the tour operator.

The traveler 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 traveler must state if the traveler 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 traveler 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 traveler 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 traveler may file the complaint with Pakkerejse-Ankenævnet (the Package Tour Appeals Board), Haldor Topsøes Allé 1, 2800 Kongens Lyngby, 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 traveler's payments with:

Rejsegarantifonden, Haldor Topsøes Allé 1, 2800 Kongens Lyngby, Denmark.

STANDARD INFORMATION FORM FOR PACKAGE TRAVEL CONTRACTS PART B

The combination of travel services offered to you is a package within the meaning of Directive (EU) 2015/2302. Therefore, you will benefit from all EU rights applying to packages. Unitas Rejser will be fully responsible for the proper performance of the package as a whole. Additionally, as required by law, Unitas Rejser has protection in place to refund your payments and, where transport is included in the package, to ensure your repatriation in the event that it becomes/they become insolvent.

Key rights under Directive (EU) 2015/2302

- <https://www.linkedin.com/notifications/> Travellers will receive all essential information about the package before concluding the package travel contract.
- There is always at least one trader who is liable for the proper performance of all the travel services included in the contract.
- Travellers are given an emergency telephone number or details of a contact point where they can get in touch with the organiser or the travel agent.
- Travellers may transfer the package to another person, on reasonable notice and possibly subject to additional costs.
- The price of the package may only be increased if specific costs rise (for instance fuel prices), and if expressly provided for in the contract, and in any event not later than 20 days before the start of the package. If the price increase exceeds 8 % of the price of the package, the traveller may terminate the contract. If the organiser reserves the right to a price increase, the traveller has a right to a price reduction if there is a decrease in the relevant costs.
- Travellers may terminate the contract without paying any termination fee and get a full refund of any payments if any of the essential elements of the package, other than the price, are changed significantly. If before the start of the package the trader responsible for the package cancels the package, travellers are entitled to a refund and compensation where appropriate.
- Travellers may terminate the contract without paying any termination fee before the start of the package in the event of exceptional circumstances, for instance if there are serious security problems at the destination which are likely to affect the package.
- Additionally, travellers may at any time before the start of the package terminate the contract in return for an appropriate and justifiable termination fee.
- If, after the start of the package, significant elements of the package cannot be provided as agreed, suitable alternative arrangements will have to be offered to the traveller at no extra cost. Travellers may terminate the contract without paying any termination fee, where services are not performed in accordance with the contract and this substantially affects the performance of the package and the organiser fails to remedy the problem.
- Travellers are also entitled to a price reduction and/or compensation for damages where the travel services are not performed or are improperly performed.
- The organiser has to provide assistance if the traveller is in difficulty.
- If the organiser or, in some Member States, the retailer becomes insolvent, payments will be refunded. If the organiser or, where applicable, the retailer becomes insolvent after the start of the package and if transport is included in the package, repatriation of the travellers is secured. Unitas Rejser has taken out insolvency protection with Rejsegarantifonden (the entity in charge of the insolvency protection, e.g. a guarantee fund or an insurance company). Travellers may contact this entity or, where applicable, the competent authority Rejsegarantifonden, Haldor Topsøes Allé 1, 2800 Kongens Lyngby, 45878333, info@rejsegarantifonden.dk if services are denied because of Unitas Rejsers insolvency.