

Safe Haven AB produces and sells various types of travel and arrangements, some of which are covered by the Package Travel Act while others are not. These conditions apply from 2023-01-01 for all trips arranged by Safe Haven AB (559021-2147). Click on the headings below to read the travel conditions in their entirety.

GENERAL TRAVEL TERMS FOR PACKAGE TOURS

For the trip, the general terms and conditions of the Swedish Travel Agency and Organizers Association (SRF) agreed within the industry on 28 June 2018 and the special terms and conditions of the organizer, which are stated below, apply. The special conditions are indicated in italics. Safe Haven is hereinafter referred to as the Tour Operator. The tour operator has the right to apply special conditions that deviate from the general ones, if the application of special conditions is justified by the special nature of the trip, special regulations on the mode of transport (such as booking and sales conditions for regular flights), deviating accommodation conditions due to the special nature of the trip or special circumstances at the destination. The special conditions must not conflict with the package travel law to the detriment of the traveller. The general and special conditions are part of the agreement.

1. THE AGREEMENT

1.1 The agreement becomes binding for the parties when the organizer has confirmed the traveler's order in writing, unless otherwise agreed. The organizer must confirm the traveler's order without delay. Right of withdrawal does not apply to package travel agreements.

1.2 The main traveler is the person in whose name the agreement has been concluded. The main traveler is first stated in the travel documents or in another clear way. The main traveler is responsible for payment according to the agreement. All changes and possible cancellations must be made by the main traveller. Exceptions can be made if the main traveler becomes seriously ill and cannot carry out the change or cancellation. The main traveler is responsible for providing the organizer with correct booking information for other travelers covered by the agreement. Any refund is made to the main traveller.

1.2.1 The main traveler is responsible for sharing information with any fellow travelers.

1.3 If the traveler is under 18 and traveling without a guardian, this must be stated at the time of booking. Some trips may require an age limit that may be higher than 18 years. Information is provided at the time of booking.

1.4 The times for departure and return in the booking confirmation are preliminary. The organizer must specify the departure times that will apply to the trip as soon as possible and, if possible, no later than 20 days before departure.

1.5 The organizer must provide general information about what applies in terms of passports and visas.

1.6 The organizer must provide general information about health regulations for the destination.

1.7 Connecting trip or special arrangements are included in the package travel agreement only if these were booked together and at the same time with the services included in the package trip or if these were sold together with other services for a total price.

1.8 Any wishes or special services at the traveler's request are included in the agreement only if these have been expressly confirmed in writing by the organizer.

1.9 The traveler is obliged to check the booking confirmation/travel documents as soon as they are received and that all information is correct including that names are spelled correctly and correspond to the passport. Any inaccuracies must be reported as soon as possible. The organizer reserves the right to charge a fee corresponding to the actual cost of correcting incorrect information as well as reasonable compensation for the extra work that the correction entails. If the inaccuracy is due to the organizer or someone hired by the organizer, corrections must be made at no cost to the traveler.

1.10 The main traveler must immediately notify the organizer of any changes to address, e-mail address, telephone number or other information of importance to the organizer's ability to contact the traveler.

1.11 For some trips, a minimum number of participants is required for the trip to be completed. In that case, the traveler must receive clear information about this at the time of booking at the latest.

1.11.1 The minimum number of participants is that 6 of the places on board must be booked. It is up to the tour operator to choose whether or not the trip should be carried out with a lower percentage of booked seats.

1.12.2 In cases where the traveler has booked a trip without a flight or booked a flight with an earlier arrival or a later return home, the traveler is responsible for the costs of accommodation and transfers. In the case of special arrangements around flights, the organizer does not book transfers for the traveller, this is booked and paid for by the traveller.

2. PRICE AND PAYMENT

2.1 The price must be stated in such a way that the entire price of the trip is clearly stated. The price shall include all services included in the agreement as well as mandatory supplements, taxes and fees.

2.1.1 The tour operator reserves the right to make any printing errors in the brochures/website and reserves the right to make changes without prior notice.

2.2 The traveler must pay the price of the trip at the latest at the time stated in the booking confirmation.

2.3 In connection with the booking confirmation, the organizer may collect a first partial payment (notification

2.3.1 The registration fee is paid directly at the time of booking or no later than 10 days after the booking has been confirmed. The amount amounts to 20% of the price of the trip.

2.3.2 If the traveler received a deferral of the registration fee when registering, this must be stated on the booking confirmation with information on the latest payment date. The registration is nevertheless binding for the traveler and the minimum cancellation fee is still 20% of the price of the trip.

2.3.3 Final payment must be received by the Travel Organizer no later than 40 days before departure.

2.4 If the traveler does not pay the price of the trip in accordance with the agreement, the organizer has the right to cancel the agreement and charge reasonable compensation.

2.5 Unless otherwise expressly stated, the price of the trip is based on accommodation for two people in a shared double room. In case of accommodation for only one person in a double room or larger room intended for more than one person, the organizer has the right to charge an additional fee.

2.5.1 Booking a single room does not mean that the traveler has the right to choose a room on board the boat, but the boat's crew assigns the traveler its cabin.

2.6 The organizer is further obliged to inform the traveler of any costs that may be incurred.

3. THE TRAVELER'S RIGHT TO CHANGE AND CANCELLATION

3.1 The traveler has the right to change the agreement if the organizer allows this. Changes to the agreement may entail additional costs for the traveler from the organizer or others.

3.2 The traveler has the right to cancel the trip. The organizer reserves the right to request compensation from the traveler for the costs incurred by the organizer as a result of the cancellation. The organizer may set reasonable standardized cancellation fees based on the time of cancellation. If the organizer has not set any standardized cancellation fees, the organizer is entitled to a reasonable cancellation fee.

3.2.1 Cancellation fee for the traveler:

In case of cancellation 40 days or more before departure, 40% of the trip price is paid.

In case of cancellation 39-0 days before departure, 100% of the trip price is paid.

3.2.2 When booking an entire boat by a closed group, an individual traveler cannot cancel his part of the trip for a cancellation fee other than 100% of the trip price.

3.2.3 Cancellation of the trip must be made in writing by the person responsible for booking.

3.2.4 All changes to the trip must be made in writing, agreements by telephone must also be confirmed in writing.

4. THE TRAVELER'S RIGHT TO ASSIGN THE AGREEMENT

4.1 The traveler may hand over the contract to someone who meets all the conditions to participate in the trip. Such a condition could be, for example, that the transport company or others hired by the organizer in accordance with current regulations must accept a change of traveller. The traveler must notify the organizer or retailer of the transfer in reasonable time before departure. Notification made no later than seven days before departure is always considered to have been made in reasonable time.

4.2 The organizer may charge a reasonable fee for the transfer. The fee must not exceed the costs that the transfer entails for the organizer. The organizer must show how the cost was calculated.

4.3 The transferor and the transferee are jointly and severally liable towards the organizer or retailer for everything that remains to be paid for the trip and for the extra costs that the transfer entails.

5. CHANGES BEFORE DEPARTURE

5.1 Change of contract terms

The organizer has the right to make changes to the agreement provided that the organizer informs the traveler about the change in a clear, comprehensible and clear way in a durable medium. If the change is insignificant, for example minor changes to flight times, the traveler is not entitled to a price reduction or compensation. In the event of significant changes to the trip, the traveler must, if possible, be offered an alternative trip or the right to cancel the contract without a cancellation fee.

5.1.1 Changing the boat model is not a significant change to the trip.

5.1.2 The timetable is preliminary until 2 days before departure. Changes to the preliminary times are notified to the traveler as soon as possible. Changes in the preliminary times do not entitle to a price reduction, replacement trip, damages or other compensation.

5.2 Change of price

5.2.1 The organizer may increase the price of the trip if the increase is due to changes in fuel costs, taxes and public charges or exchange rates.

5.2.2 The price of the trip may be increased by an amount that corresponds to the traveler's share of the cost increase suffered by the organizer. The right to a price increase only exists if the total cost increase exceeds SEK 100 per booking.

5.2.3 The price of the trip must be reduced if the organizer's costs, for reasons stated above, are reduced by a total of at least SEK 100 per booking. In the event of a price reduction, the organizer may make deductions for actual administrative costs.

5.2.4 The organizer must notify the traveler of the price changes as soon as possible. The notification must contain a justification for the change and a calculation.

5.2.5 The price may not be increased nor need to be decreased during the last 20 days before the agreed departure date.

5.2.6 In its special conditions, the organizer may waive the right to raise the price according to 5.2.1. In that case, the organizer does not have to lower the price according to 5.2.3 either.

5.3 The traveler's right to terminate the agreement without cancellation fee.

5.3.1 If the traveler wishes to terminate the agreement due to a significant change, e.g. if the price is increased by more than 8% of the total price of the package tour, the traveler must notify the organizer that the contract is terminated within a reasonable time specified by the tour organizer from the time the organizer informed the traveler of the change. If the traveler does not do so, the traveler will be bound by the new agreement.

5.3.2 If the package travel agreement is terminated, the organizer must refund the entire price of the trip without undue delay and no later than 14 days after the agreement was terminated.

5.4 The organizer's and the traveler's right to terminate the agreement in the event of unavoidable and extraordinary events. Both the organizer and the traveler have the right to terminate the agreement if the execution of the package trip or the transport of passengers to the destination is significantly affected by unavoidable and extraordinary events at the destination or in its immediate vicinity. Unavoidable and extraordinary circumstances mean, for example, serious security problems such as war, terrorism, outbreaks of serious disease or natural disasters. In such cases, the traveler has the right to terminate the agreement without paying any cancellation fee. If the organizer terminates the agreement in accordance with this clause, the traveler is not entitled to compensation. In such cases, the traveler is entitled to a full refund in the manner that follows from 5.3.2.

5.4.2 The traveler does not have the right to terminate the contract if the unavoidable and extraordinary events were generally known at the time the contract was entered into.

5.4.3 In order to investigate whether the incident is of such a serious nature as stated above, expert Swedish or international authorities must be consulted. From 14 days before departure, a valid advice from the Ministry of Foreign Affairs is grounds for termination if the advice covers the time of the traveller's journey. A valid advice from the Ministry of Foreign Affairs shall also be considered grounds for termination if it is otherwise clear that the circumstances underlying the advice affect or will affect the destination at the time of the traveller's journey.

6. THE ORGANIZER'S RESPONSIBILITY FOR THE IMPLEMENTATION OF THE PACKAGE TOUR

6.1 Lack of implementation

If a travel service is not carried out according to the agreement, the organizer must remedy the error within a reasonable time. However, the organizer is not obliged to remedy the error if it is impossible or if the remedy would entail disproportionate costs. If the organizer does not remedy the error, the traveler may be entitled to a price reduction and damages.

6.2 Material errors

6.2.1 If, after departure, a substantial part of the agreed services cannot be provided, the organizer shall, if possible, arrange equivalent or at least equivalent alternatives at no extra cost to the traveler. If the organizer cannot offer this, the organizer may offer alternatives of lower quality in conjunction with a reasonable price reduction. The traveler may only reject such alternatives if these cannot be considered comparable to those that would have been provided under the agreement or if the price reduction offered cannot be considered reasonable.

6.2.2 If the organizer cannot offer any alternative or if the traveler has the right to reject such alternatives according to 6.2.1., the traveler may be entitled to a price reduction and damages.

6.2.3 In the event of errors that significantly affect the execution of the package trip and which the organizer has not remedied within a reasonable time, the traveler may terminate the agreement and may also be entitled to price deductions and damages.

6.2.4 If the organizer cannot offer any alternative or if the traveler has the right to reject such alternatives according to 6.2.1., or if the traveler has terminated the agreement according to 6.2.3, the traveler has the right to equivalent home transportation without unnecessary delay and without extra cost if the package trip includes transport and the traveler is at the destination.

7. ON PRICE REDUCTIONS AND DAMAGES

7.1 Price deductions are not issued if the organizer can show that the error is due to the traveler.

7.2 The traveler is not entitled to compensation if the organizer shows that the error is due to the traveler or to a third party unrelated to the provision of travel services included in the package trip, or if the error is due to unavoidable and extraordinary events.

7.3 If the error is due to someone the organizer has hired, the organizer is free from liability for damages according to these travel conditions only if the person the organizer has hired would also be free according to that provision. The same applies if the error is due to someone else in an earlier stage.

7.4 The right to compensation due to the organizer canceling the trip does not exist if the organizer shows that fewer people than a minimum number specified in the agreement have signed up for the trip and the traveler is notified in writing within a time specified in the agreement that the trip has been canceled.

Notification that a trip is canceled must be submitted at the latest

- 20 days before departure if the trip lasts longer than 6 days
- 7 days before departure if the trip lasts between 2 and 6 days
- 48 hours before departure if the trip lasts less than 2 days

7.5 Damages according to these conditions include compensation for pure property damage, personal injury and damage to property. The traveler is obliged to limit the damage as far as possible.

7.6 Unless otherwise limited by the Package Travel Act or other mandatory legislation, the organizer's liability for damage is limited to three times the price of the package tour. However, this limitation does not apply in the case of personal injury or damage caused intentionally or through negligence.

7.7 The boat's insurance applies to damage to the boat including equipment and liability to third parties, but not to the participants' personal injuries and belongings. Therefore, check your home insurance policy to see if travel insurance is included or take out travel insurance to extend your cover.

8. COMPLAINT

8.1 The traveler may only claim errors in the agreed services if he notifies the organizer or retailer of the error within a reasonable time after he noticed or should have noticed the error. This must be done as soon as possible and, if possible, at the destination. When determining any price deduction or compensation for damages, the time when the traveler complained if such a message would have meant that the organizer could have rectified the error is taken into account.

8.2 Notwithstanding clause 8.1, the traveler may plead fault if the organizer or retailer has acted grossly negligently or in breach of faith and honour.

9. THE TRAVELER'S RESPONSIBILITIES DURING THE TRIP

9.1 The organizer's instructions

The traveler is obliged to follow the instructions for the execution of the trip given by the tour leader or by another person hired by the organizer. The traveler is obliged to respect the rules of order that apply to the trip and at the destination and behave so that fellow travelers or others are not disturbed. If the traveler significantly violates this, the organizer can cancel the agreement without the traveler being entitled to compensation or reimbursement.

9.2 The traveler's responsibility for damage

The traveler is responsible for any damages due to damage that the traveler causes the organizer through negligence

9.3 The traveler's responsibility for formalities

9.3.1 The traveler is himself responsible for observing the necessary formalities for the execution of the trip, such as possession of a valid passport, visa, vaccinations, and insurance.

9.3.2 The traveler must have completed check-in for all transport services included in the package trip in accordance with the itinerary or other instructions from the organizer or carrier.

9.3.3 The traveler is himself responsible for all costs incurred due to deficiencies in the said formalities, for example home transportation as a result of the lack of a passport, unless the deficiencies are caused by incorrect information from the organizer or retailer.

9.3.4 The traveler is responsible for taking part in information provided by the organizer. The lead traveler is responsible for sharing this information with any fellow travelers.

9.4 Deviation from the arrangement

A traveler who deviates from the arrangement after the journey has begun is obliged to notify the organizer or his representative of this.

10. PROMOTER'S OBLIGATION TO PROVIDE ASSISTANCE

If the traveler finds himself in difficulties during the trip, the organizer is obliged to provide appropriate assistance without undue delay. Such assistance may include, for example, information about health care services, local authorities and consular support. The organizer has the right to charge a reasonable fee for such assistance if the situation was caused intentionally or by negligence on the part of the traveler.

11. DISPUTE RESOLUTION

The parties should attempt to resolve disputes concerning the interpretation or application of the Agreement on their own. If the parties cannot agree, the dispute can be heard by the General Complaints Board (ARN), Box 174, 101 23 Stockholm, www.arn.se, or by a general court. A dispute can also be tried via the European Commission's online platform: <http://ec.europa.eu/odr>.