

## Terms and conditions

These booking conditions form the basis of your contract and you should therefore read them carefully. For bookings of packages (please see below) your contract will be with Simply Sweden Ltd. For all other bookings your contract will be with the supplier of the service concerned (e.g. the airline) for whom we act as an agent only. Where your contract is with the supplier of the service(s) concerned, we cannot accept any liability in relation to those services which rest solely with the supplier concerned. The booking conditions of the supplier(s) concerned will apply to your booking and these will be provided to you. Where we refer to packages we mean a combination of at least two of the following types of services when booked at the same time providing the accommodation lasts at least 24 hours or includes overnight accommodation. (a) Transport (b) Accommodation (c) Other tourist services forming a significant part of the booking.

## Your financial protection

We hold an Air Travel Organiser's Licence granted by the Civil Aviation Authority (which protects your holiday where flights have been included). We also hold Tour Operator Failure insurance, with IPP, which protects your holiday if your package holiday is not inclusive of flights. Where your holiday does not include flights we recommend you print a copy of our certificate and keep it in a safe place, along with all the other documentation you receive from us. Please follow this link and click on the logos for more information.

[www.simplysweden.co.uk/contact.php](http://www.simplysweden.co.uk/contact.php)



## Use of simplysweden.co.uk

We value your privacy and operate by the following principles. Simply Sweden Ltd does not obtain personal information from the Simply Sweden website, unless you specifically enter it. We will use this information as follows:

- To contact you to further develop, design and service your holiday

- To contact you to resolve any queries you may have regarding this website and the services provided by Simply Sweden Ltd.

- We will not pass this information onto 3rd parties, except our travel partners who require this to provide you with the service you expect from Simply Sweden Ltd.

Continuous anonymous logs are maintained of the Simply Sweden Ltd web server activity. These log files include the details of your IP address, browser type, page last visited etc. Log files are used to analyse usage of the Simply Sweden Ltd website, and are kept in an anonymous form for historical records. We use this information for continuous web and sales development.

Simply Sweden Ltd may send you marketing information from time to time. You can opt out of this at any time by emailing Simply Sweden Ltd at [info@simplysweden.co.uk](mailto:info@simplysweden.co.uk) and we will deal with your request promptly.

In the event of any queries regarding this policy please email us at [info@simplysweden.co.uk](mailto:info@simplysweden.co.uk)

Simply Sweden Ltd may use cookies. A cookie is a bit of text based information that a website transfers to your computer's hard drive. This is used to help recognise you and which service you are using.

## Reservations & Prices

Prices on the website include the cheapest available flights and are only available at certain times, routes and dates. Other airports also incur a surcharge. Unless otherwise stated.

Bookings can be made either by email or by phone / fax. The contract comes into force when we issue a confirmation invoice. The amount of deposit is determined by the holiday booked. The minimum deposit payable is 25% and the maximum deposit is the full price of the holiday. On some holidays we may be able to offer a range of deposit and price options, to give you the best price of your holiday. You will be advised of the deposit required at the time of making your enquiry / booking. Outstanding balances are due 2 calendar months before the departure date.

Bookings made within 2 calendar months of departure require full payment at time of booking.

The lead passenger is the person who made the booking with Simply Sweden. They are responsible for ensuring all monies are paid on time. Although we try and send reminders out for balance payments, if full payment is not received on time we reserve the right to cancel your holiday and retain your deposit with no warning.

## Price variations

We and the service providers have the right to increase or decrease the prices of unsold holidays and travel arrangements at any time. The current price will be confirmed at the time of booking.

We reserve the right to vary the price of your holiday after booking, in relation to changes in transport costs, including the cost of fuel, duties, taxes or fees chargeable for services such as landing taxes or embarkation or disembarkation fees at ports or airports, or the exchange rate applied to the particular package. We will not vary the price of your holiday less than 30 days before the date of departure, but, if variations occur before that time, we will absorb an amount up to the first 2% (excluding any amendment charges or credit card fees) of your holiday cost. To continue with your holiday you will be expected to pay the remainder of the surcharge.

If we impose a surcharge which means paying more than 10% of your holiday price, you will be entitled to cancel the holiday with a full refund of all monies paid to us except for any amendment charges. Should you decide to cancel because of this, you must excise your right to do this within 3 days of the invoice including the surcharges.

## Payments

Payment can be made by most major debit and credit cards. There is no charge for paying by UK debit card. Due to the financial implications of processing credit cards, American Express & international debit cards these payments will be subject to a 2% processing fee. This processing fee is non-refundable under any circumstances. We do not accept

cheques. Bank transfer is possible and we will provide the details on request.

#### **Alterations by you**

We will do our best to accommodate your request and where your request is possible we will charge an alteration fee of £25 per person (to cover administration costs). You will also be liable for any increase in the price of your holiday and any alteration fees charged by our suppliers. Please note that the closer to the departure date the alteration is made, the less likely it is that we can accommodate the alteration and if we can accommodate your request, the more expensive it will be.

#### **Cancellations by you**

We strongly recommend you have travel insurance that covers cancellation by you for any unforeseen circumstances.

To make a cancellation you must notify us by email or letter. The cancellation fees are as follows:  
More than 2 months prior to departure - loss of deposit. Less than 2 months prior to departure - total price of holiday.

#### **Alterations / Cancellations by us**

**Major Alteration :** A major alteration is a change of airport (except between airports serving the same city eg Heathrow and Gatwick), a difference of more than 12hrs in departure time, a change of area, if this results in materially different facilities and / or anticipated experience, or a change to lower grade accommodation for a substantial part of the holiday. (Substantial means 25% or more of the nights spent in-country.)  
**Minor Alteration :** any other change

We do not make changes to your holiday unless absolutely necessary. Simply Sweden reserves the right to make a minor change at any time without notification. Major changes will be advised as soon as practicable and you will have the following options:

1. Accept the alteration
2. Cancel the holiday
3. Accept an alternative holiday with Simply Sweden. Paying the difference if the holiday is more expensive or receiving a refund of the difference if the holiday is cheaper

You must inform Simply Sweden of your decision as soon as possible when given notification of a major alteration and you must do this within 3 days.

If we become unable to provide a significant proportion of a holiday after it has commenced, we will make suitable alternative arrangements for you at no extra charge to you or, alternatively, arrange for you to be conveyed to your final destination as soon as possible. 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 alteration has to be made as a result of Force Majeure.

#### **Compensation due to cancellation**

If your holiday is cancelled by us or you choose to cancel following a major alteration you will receive a full refund from us and compensation as detailed below:

More than 56 days Nil

56 - 29 days £20

28 - 14 days £30

13 - 0 days £40

(Day 1 is the day prior to departure)

Please note that no compensation is payable for cancellations / alterations under Force Majeure and low bookings as detailed below. Compensation rates are per person. Children are 50% of the rate shown. No compensation can be given to those passengers who have received 'free places'.

Note: In all cases Simply Sweden's liability is limited to the rates of compensation listed above. No further claims will be accepted for costs or additional expenses incurred as a result.

#### **Force Majeure & Circumstances Beyond Our Control**

We cannot pay any compensation, reimburse expenses, or cover losses for any amount or otherwise accept responsibility if, as a result of circumstances beyond our control, we have to change your holiday after booking, or we, or our suppliers, cannot supply your holiday, as we, or they, had agreed, or you suffer any loss or damage of any description. When we refer to circumstances beyond our control, we mean any event that we, or the supplier in

question, could not foresee or avoid, even after taking all reasonable care. Such circumstances will usually include, but are not limited to, war, threat of war, airport closures, epidemic, natural or nuclear disaster, terrorist activity, civil unrest, industrial dispute, bad weather (actual or threatened), change to Foreign Office advice to advise against travel to destination and significant building work ongoing outside of your accommodation (such as resort development).

#### **Low Bookings**

Low Bookings is where an insufficient number of people have booked the arrangements to make their operation financially viable in the advertised form. We will never cancel a holiday because of Low Bookings less than 42 days before departure.

#### **Snowmobiles**

You must be in possession of a full driving licence valid in the country where you are driving a snowmobile. All UK full driving licences are valid in Sweden, Norway and Finland as part of the EU. You must be 18 years or older to drive a snowmobile and you must NOT drive whilst under the influence of alcohol. Your guide will refuse to take you if you are under the influence of alcohol due to safety and local laws. You are personally liable to the sum of up to £1000 for damage caused to the snowmobile. We recommend you obtain insurance to cover this. All snowmobile excursions booked through Simply Sweden Limited have snowmobile insurance as required by local legislation.

#### **Own Arrangements**

We cannot be held liable or responsible for any elements of your holiday which are considered "own arrangement" and that are not included in our package. It is your responsibility to join your holiday booked with us at the appropriate time and location and we cannot be responsible for any missed item of your holiday or additional costs incurred in this situation. We recommend that sufficient insurance is therefore obtained. All information and advice given by us on travel arrangements, tourist attractions, excursions etc. is given in good faith.

### Insurance

Personal holiday insurance to cover unforeseen transport problems and delays, illness, injury, personal belongings and cancellation is strongly recommended and essential where participating in activities. Please ensure your policy covers all elements of your holiday including activities you intend to undertake and all the associated risks. You should also consider if you need cancellation insurance to cover non-returnable deposits in the event of ill health or other unforeseen circumstances. While taking every care, Simply Sweden Ltd cannot be held responsible for injury or ill health affecting you or a member of your party during your holiday. Except in the case of death and personal injury, any claim against Simply Sweden Ltd, its partners or employees shall be limited to a maximum of the amount paid by the claimant for his/her individual holiday. Simply Sweden Ltd will only be liable for loss or damage caused by negligence or omissions by Simply Sweden Ltd.

### Information

It is your responsibility to ensure that you and your party members have the appropriate skills, levels of fitness, and equipment for the holiday of your choice. If you have any doubts, please get in touch. Equipment will be provided as stated.

It is your responsibility to notify Simply Sweden at the time of making full payment of any dietary requirements.

The Company acts as booking agent for hotels, airlines, air charters, bus companies, ground transportation, boat purveyors or owners, and other independent contractors providing accommodations, transportation, and/or other services abroad. Each of these companies is an independent corporation with its own management and is not subject to the control of the Company, including, but not limited to, various overseas ground operators.

It is your responsibility to ensure you have the correct passports / visas / travel documents where appropriate. UK passport holders must have a passport valid for more than 6 months and they do not need a visa to visit Finland, Norway, Sweden or Denmark.

No pets are permitted on any of the holidays sold by Simply Sweden Ltd, unless you are informed in writing.

While we make every effort to ensure information is accurate and up-to-date, we cannot be held responsible for any errors. This does not affect your statutory rights.

Whilst Simply Sweden Ltd endeavours to ensure that this site is available 24 hours a day, Simply Sweden Ltd will not be liable if, for any reason, the site is unavailable at any time or for any period.

Simply Sweden Ltd shall not be liable for any damages (including, without limitation, damages for loss of business or loss of profits) arising in contract, tort or otherwise from the use of or inability to use this site, or any material contained in it, or from any action or decision taken as a result of using this site or any such material.

Simply Sweden Ltd accepts no responsibility for the content of any site to which a hypertext link from this site exists. Such links are provided for your convenience on an "as is" basis with no warranty, express or implied, for the information provided within them.

If any of these terms should be determined to be illegal, invalid or otherwise unenforceable by reason of the laws of any state or country in which these terms are intended to be effective, then to the extent and within the jurisdiction in which that term is illegal, invalid or enforceable, it shall be severed and deleted from the clause concerned and the remaining terms and conditions shall survive, remain in full force and effect and continue to be binding and enforceable.

If you have not received your travel documentation 21 days before departure you must contact Simply Sweden Ltd.

### Complaints

We welcome feedback (both positive and negative) on all aspects of our holidays so we can continue to improve them. If you are unhappy or dissatisfied with the accommodation or any other service provided by Simply Sweden Ltd please telephone

us as soon as possible, during your holiday, so that action can be taken to remedy the problem. Any complaint made to Simply Sweden Ltd after the holiday should be made in writing within 15 days of return.

### Data Protection

Please be aware that we pass the information you provide such as name, address, any special needs/dietary requirements etc. on to the relevant suppliers of your arrangements such as airlines, hotels etc. The information may also be provided to public authorities such as cruise lines for customs or immigration purposes if required by them, or as required by law.

### Accommodation

All hotel accommodation is on a bed and breakfast basis unless otherwise stated. Rooms shown are examples of rooms available at particular hotels. The room allocated may differ from that shown in the picture and may be of a different standard depending on the standard of room booked. It is important to note that some double rooms may be 2 single beds pushed together to make a double bed.

### Self catering accommodation

All cottage rentals are different. You must take good care of the cottage/flat and follow the rules and regulations that apply. You are personally responsible for any damage that occurs to the property and its contents through your own negligence or that of someone in your party. You must not use the cottage/flat for any purpose other than what was agreed at the time of booking (normal leisure purposes) and you must not allow more people to stay overnight in the cottage/flat or in its grounds than you stated on booking. As with all cottage rentals you must clean the house properly before departure. If you fail to do so we will pass on the landlords cleaning bill to you. The final clean can often be arranged for a fee. You may be asked to provide a refundable deposit to the landlord either on or prior to arrival.

### Behaviour & Conduct

It is your responsibility to ensure that you and the members of your party do not behave in a way which causes offence or danger to others which risks damage to property belonging to others. In such circumstances all

suppliers (e.g. hotel managers, airline pilots) and the Company have the right to terminate arrangements made on your behalf, in which case the Company's responsibility to you ceases immediately and there can be no refunds, no payment of compensation, and no reimbursement of any cost or expenses you may incur as a result. Further, you will be liable to reimburse the Company for any expenses whatsoever it incurs as a result of your behaviour.

### Flights

Please note that a flight described as "direct" will not necessarily be nonstop. All departure/arrival times are provided by the airlines concerned and are estimates only. They may change due to air traffic control restrictions, weather conditions, operational / maintenance requirements and the requirement for passengers to check in on time. Simply Sweden Ltd is not liable if there is any change to a departure / arrival time previously given to you or shown on your ticket. It is for this reason that all clients are required to reconfirm their flights, with the airline 72 hours prior to departure. Simply Sweden Ltd is also unable to make any special arrangements for you if you are delayed; these matters are in the sole discretion of the airline concerned.

Generally, air tickets that offer no flexibility are the lowest price and you may wish to consider this when making your reservation.

Flight Seat Requests and Aircraft: We strongly recommend that you check in early if you have particular seat requests. Simply Sweden will prebook seats where possible but has no control over the allocation of seats by the airline. Seats numbers given at time of booking are never guaranteed and can therefore change. The provision of particular seats does not constitute a term of your contract with us. Airlines operate both more modern and older aircraft within their fleet. We regret that we cannot guarantee the type of aircraft you will travel on, this is again subject to change and general availability. Although some airlines offer the facility to book seats online this is not always possible with us as our holidays are based on Tour Operator fares.

Code Share Flights: It is a common practise for scheduled airlines to use a code share system, which may include you flying with one of their partner airlines. If this situation arises, it is not classed as a major change.

### Advance Registrations

Scheduled airlines and many of our suppliers generally do not have prices / availability loaded until 8 - 11 months before departure. If this applies to you we will inform you at the time of booking and we will calculate the price in anticipation of the current negotiated prices. We will issue you a proposed invoice showing the arrangements to be confirmed, we will take a deposit from you but a contract will not exist between us. When the elements of your holiday become available to book we will tell you the price based on what is available. You then have the choice to accept the booking at the revised price quoted or cancel in which case a full refund will be issued. Once you accept the price a confirmation invoice will be issued and then a contract will exist between us.

### Driving & Rental Cars

It is your responsibility to ensure you are aware of the legislation concerning driving in the country where you are on holiday. When hiring a car you are responsible for paying local charges such as any congestion charging, insurance upgrades, additional drivers, car seats, environmental charges etc. You are also responsible for paying any young driver charges. A young driver is defined as anyone who is under 26yrs of age in Norway and under 25yrs in Sweden.

Any extras, such as car seats, sat nav, etc. must be requested at the time of making the booking. We will not automatically add any extras to your booking. Simply Sweden Ltd. cannot accept any responsibility or liability for the consequences of not making the request at the time of booking.

You must return the car as directed when collecting the vehicle. You will be subject to the car rental company's terms and conditions which will be supplied when you collect your car. We can also provide them upon request.

### Winter clothing

Although winter clothing is provided for some of the activities, these items

are intended to complement your normal thermal winter clothes, so it is important that you have suitable clothing available. Full details of clothing provided will be given at time of booking and on your detailed itinerary.

**Enjoy your holiday!**