GENERAL TERMS AND CONDITIONS FOR PACKAGE TRAVEL AND OY LEVI TRAVEL LTD’S SPECIAL TERMS AND CONDITIONS

General terms and conditions for package travel
These terms and conditions have been agreed between the Association of Finnish Travel Agents and the Finnish Consumer Ombudsman. These terms and conditions apply to contracts concluded on or after 01 July 2018.


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VISIT LEVI
OY LEVI TRAVEL LTD
+358 16 639 3380, LEVITRAVEL@VISITLEVI.FI
MYLLYJOENTIE 2, 99130 LEVI, FINLAND
1. Scope
1.1. General terms and conditions for package travel
These terms and conditions apply to packages that cover a period of at least 24 hours or include overnight accommodation and are purchased primarily for private purposes, combining at least two of the following types of travel services: 1) carriage of passengers, 2) accommodation, 3) rental of cars or other motor vehicles within the meaning of Section 2(3) of the Act on Travel Service Combinations, such as motorcycles requiring a Category A driving licence or self-propelled vehicles with at least four wheels and a design speed of more than 25 km/h, or one of the above in combination with 4) any other essential tourist service, provided that the package is sold or marketed in Finland.

A “package” also refers to separate contracts for individual travel services with service providers when 1) services are purchased at a single point of sale (POS)/point of purchase (POP) and services are selected before the traveller commits to making payment, 2) packages offered / sold whether they are formed by combining several separate elements together making up the whole package or individual package components added to a package individually at the full price, 3) advertised or sold as a tour package or similarly item, 4) a package is merged together after an agreement has been made to allow the traveller to make a choice between different types of travel services, for example, with a gift voucher, or 5) purchased through the retailer's interconnected online booking process where the traveller's name, payment details, and e-mail address are transmitted from the first retailer to the other retailer, the contract for the second travel service shall be concluded no later than 24 hours after the confirmation of the first travel service booking. This also includes accommodation of a few weeks' stay with a host family, for example, in connection with a language course, although not in connection with a long-term exchange programme.

1.2. Additional terms and conditions
The tour operator has the right to supplement and add more details to the general terms and conditions of package travel, provided that the additional terms and conditions are not to the detriment of the traveller or in conflict with these general terms and conditions.

1.3. Special terms and conditions
The tour operator has the right to introduce special terms and conditions that deviate from these terms and conditions if the introduction of special terms and conditions can be justified due to the special nature of the trip, special regulations concerning the form of transport (such as the terms and conditions applicable to booking and paying for scheduled flights), special terms and conditions applicable to accommodation resulting from the special nature of the trip or special conditions at the destination, such as distance or weather conditions. Any such special terms and conditions must not be in conflict with the provisions of the Act on Travel Service Combinations to the detriment of the traveller. A tour operator who applies special terms and conditions in the event of cancellations and charges the traveller for the actual costs of cancellations on that basis must, if requested by the traveller, provide an account of how the costs are split between the various components of the trip.

2. Package travel contracts and responsibility for delivering on contracts
A package travel contract is concluded when a customer purchases two separate services for the same trip or holiday.

Oy Levi Travel Ltd (hereinafter, Levi Travel) will inform the customer at the time of booking that it is a package. Levi Travel will apply special terms and conditions related to the activities booked if they differ from the general terms and conditions for package travel (1.3).

By using special terms and conditions, Levi Travel would like to ensure the traveller's reservation, route instructions, as well as information relating to the trip destination, goes smoothly. Levi Travel's booking system will send the customer information, route directions to the accommodation and how to access its key, and other related information after a successful booking when the customer returns to the provider's website after the transaction is complete. Levi Travel requires that the special conditions of the accommodation are read out loud, checked, and payment details are verified, and check and confirm the
book a booking transaction with the customer so that the customer receives the information they need relating to the accommodation and other activities included in the package.

2.1. Responsibility for delivering on contracts
Levi Travel shall provide the traveller with information on the package travel contract referred to in Annex 1, i.e. a) general information (181/2018; Section 1) as well as information about the rights of travellers (181/2018; Section 1(1) to (15)), and the information to be included in the travel package contract or contract confirmation letter (181/2018; Section 2 (1) to (10)) as well as information to be provided prior to the formation of the travel arrangement (181/2018; Section 3), such as special traveller requests as approved by the tour operator, c) other contract terms, if any as defined by Section 2(1) to (3) (General Sale Conditions, Additional and Special Conditions)[YME, lisä- ja erityisehdot], d) information on the tour operator’s responsibility for the implementation of the package travel and assistance to any traveller in difficulty (901/2017), e) contact details, address, telephone number, e-mail address, and fax number of the local representative of the tour operator or of the tour operator enabling the traveller to contact the tour operator quickly, f) the traveller’s obligation to report any error in the implementation of the travel package without undue delay (901/2017), g) contact details and physical address of the Finnish Competition and Consumer Authority (FCCA) [Kilpailu-ja kuluttajavirasto (KKV)] or other insolvency protection authority (KKV), h) direct contact details of a minor or the person responsible for the minor at the place of stay if the minor is travelling without a parent or other authorised person, and the travel package contract includes accommodation, i) internal complaints procedures available to the traveller and the place of dispute settlement, j) traveller’s right to transfer their contractual rights relating to a travel package to another person (901/2017).

If the travel package is created using the online booking procedures referred to in | Section 3(5) of the Act on Travel Service Combinations (901/2017), the tour operator, having been informed that the travel package has been formed, shall provide the traveller with the information as referred to in | Section 2 (4) to (10).

Levi Travel is responsible for ensuring that the package delivers what has been agreed with the traveller. Levi Travel is also responsible for any services they procure from service providers in order to deliver on the contract (such as transport operators and hotels). However, the customer is obliged to read the contents of the offer and the booking confirmation letter and report any errors thereon to Levi Travel prior to payment. The travel purchaser is responsible for the accuracy of the traveller’s information on any special requirements he or she has provided to Levi Travel (General Sale Conditions 2.6.5.) [YME 2.6.5].

The retailer is responsible for the information they provide to the traveller and for delivering on the contract in the same way as tour operators, if the tour operator is based outside the European Economic Area and the retailer cannot provide evidence of the tour operator delivering on these responsibilities. Prior to concluding the contract, the traveller must be given information on whether the tour operator or the retailer has insurance as referred to in the Finnish Act on Providers of Travel Service Combinations (921/2017) and whether the insurance covers the trip in question. Levi Travel has been insured with the Finnish Competition and Consumer Authority (FCCA) [Kilpailu- ja kuluttajavirasto (KKV)].

The traveller can report breaches of contract pursuant to these terms and conditions by contacting either the tour operator or the travel agent. Breaches to the package travel contract must be reported as set out in Section 12.4.

Levi Travel is not responsible for any arrangements not included in the package travel contract, such as separate transportation services booked separately from the package travel arrangements or the provision of separate services booked individually, such as car hire. The provisions and law on the contract of carriage shall be taken into account in the event of any damages to property/baggage during carriage.

Levi Travel or the service provider, has the right to provide travellers with better travel arrangements than otherwise required by the booking. However, Levi Travel or the service provider are not obliged to provide the same benefits to all travellers. If Levi Travel changes a booking prior to departure, you may be entitled to a price reduction in accordance with the general terms and conditions for package travel. Price reductions will be made to the customer after the trip when a fault has been
proven to have occurred and could not be remedied on-site. If a fault has been remedied on-site, the situation does not automatically give rise to the right to compensation after the trip.

A service provider, such as a programme service provider, is responsible for personal injury or damages or accident resulting from the malfunction or equipment failure of the service provider or its personnel or subcontractor connection with the provision of the programme/service or faulty device/equipment. Levi Travel requires its partners to provide insurance coverage for damages caused by either the malfunction or defective equipment of the service provider, their personnel, or their subcontractors. The customer’s own travel insurance will cover damages caused by the customer’s own fault. The customer must ascertain the coverage of travel insurance provided by different insurance companies and take out travel insurance before the trip commences.

2.2. Package content and pricing
The package includes all services and arrangements that have been agreed upon between the traveller and the tour operator. Upon evaluating the contents of the contract, all contract terms need to be provided in advance either in writing or electronically as well as the standard information form given by the tour operator and other information as required by law (901/2017) and by decree of the Ministry of Justice (181/2016) must be considered.

Levi Travel's package travel [tours] are combinations of at least two types of travel services sold to private consumer customers, such as transport, accommodation, programme or other travel services. Other travel services sold by Levi Travel may include the following examples: customised event travel tickets, guided tours, activity passports, sports equipment rental, recreational activities (dance, tennis or golf courses), and spas. The different types of travel service combinations included in a gift voucher can form a package.

We customise the package on behalf of private consumer customers because of the special nature of the trip, special regulations regarding the mode of transport (reservation and sale terms of scheduled flights), and special accommodation conditions or special conditions relating to the destination due to their special nature. The price of the trip only includes those services that are identified as being included in the price of the package travel tour programme. We follow the general terms and conditions for package travel unless otherwise stated in these terms and conditions. The prices and contents of packages are based on current price information, exchange rates, and information regarding the destination.

If a package includes services, the service provider reserves the right to change the route of the programme, schedule, and duration without prior notice, as necessary, taking the weather conditions, the health of the participants, and other circumstances into account. The service provider reserves the right to suspend the programme if the participant’s activities pose a safety risk to themselves or another participant or if the participant’s medical condition does not allow the programme to proceed. The implementation of the services will be confirmed in light of the prevailing circumstances. Levi Travel is not responsible for the customer’s behaviour or changes in the customer’s personal health.

All snowmobiles or other motor vehicles used for providing the programme services are insured in accordance with the laws of Finland. If the customer drives a motor vehicle during the programme themselves, he/she is responsible for any damage caused while he/she is driving the motor vehicle. The insurance premiums on equipment and personal injury cases depend on the programme and is specific to the service provider. The insurance premiums are stated in the booking information. Unless stated otherwise, the driver of a motor vehicle must be at least 18 years of age and hold a valid driver’s licence. Under Finnish law, a motor vehicle may not be driven while under the influence of alcohol or other narcotic drugs.

All animals used in the programmes/services are trained in the programmes as well as possible. However, the behaviour of animals is never predictable, and for this reason, participants must follow the safety and other guidelines provided by the service provider to avoid dangerous situations.
Levi Travel requires the customer to familiarise himself/herself with these special terms and conditions and act in accordance with the laws and regulations of Finland, Levi Travel, and the safety instructions of the service providers. If the customer fails to do so, Levi Travel can hold the customer liable for negligence, indifference or failure to act was caused as a result of the customer’s own fault, thereby relieving Levi Travel of its liability to pay the customer for any damages.

2.3. Travel documents and travel insurance
The tour operator must provide the traveller with general information about the passport and visa requirements of the destination country prior to concluding the contract, including the average processing time for visa applications. The traveller is responsible for observing the tour operator’s instructions and ensuring that they have the necessary documents for their trip (e.g. passport, visa, vaccination certificates) and that these documents and tickets are correct and match each other. The traveller is also responsible for checking transport timetables. If the tour operator has provided all the necessary information, they cannot be held liable for any loss incurred by the traveller if the traveller is unable to participate in all or part of the trip due to inadequate travel documents (e.g. a damaged passport) or not having or being denied a visa.

The tour operator cannot be held liable for any voluntary insurance that the traveller may need for the trip. Instead, the traveller is responsible for obtaining insurance themself and for ensuring that it covers what is needed in the event of cancellations, for example. To this end, the tour operator shall instruct the traveller to obtain sufficient insurance to cover accidents and property damage as well as cancellations.

2.4. Potential safety risks at the destination
The tour operator must inform the traveller of any special risks relating to the trip and the general health regulations in force in the destination country prior to the trip. The traveller is responsible for obtaining any advice specific to their personal health concerns themselves. The traveller must be provided with instructions on what to do in the event of an illness, an accident or another similar event. The safety of a traveller abroad is primarily the responsibility of the authorities of that country in addition to the traveller themselves. The traveller must take local conditions into consideration in their actions. Key information about the safety and other characteristics of specific travel destinations is available on the websites of the Ministry for Foreign Affairs of Finland [Ulkoministeriö] and National Institute for Health and Welfare [Terveyden ja hyvinvoinnin laitos - THL] on their websites, www.um.fi [Ulkoministeriö] and www.thl.fi [Terveyden ja hyvinvoinnin laitos - THL]. The traveller must read the information in order to familiarise themselves with local conditions at the destination, e.g. using the information above.

2.5. Obligation to assist
If the traveller falls ill, has an accident, becomes a victim of a crime or suffers other losses during the trip, the tour operator must provide the traveller with information on health services, local authorities and consular assistance as well as access to a means of distance communication and help the traveller to make alternative travel arrangements and provide other necessary assistance without undue delay. The traveller will bear the costs of these and any other special arrangements required by the circumstances (such as new transport, additional nights in a hotel and any additional costs incurred by the tour operator) that the tour operator makes to accommodate the traveller’s situation. If a situation such as that referred to in Section 10.1.b. arises during a trip, the tour operator must provide the traveller with appropriate assistance and take any reasonable steps to limit the traveller’s losses and inconvenience. The tour operator has the right to charge a reasonable fee for any such assistance provided if the traveller has caused the situation intentionally or through negligence. However, the fee must not exceed the actual costs incurred by the tour operator from providing assistance.

If the tour operator does not have staff on-site to assist the traveller, the travel agent shall inform the traveller, before travel, of the name and contact details of the local representative of the tour operator or retailer or similar information.
on the local offices that the traveller can contact for assistance. In the absence of such representative or point of contact, the traveller must be given information on how they can contact the tour operator or travel agency if necessary.

2.6. The traveller’s obligations and responsibilities
2.6.1. During the trip, the traveller must observe any instructions and orders regarding the execution of the trip, given by the authorities, the tour operator or the tour operator’s representatives, as well as any applicable hotel and transportation rules.
2.6.2. The traveller must not disturb other travellers by their conduct. A traveller who fails to observe these responsibilities risk losing their place on the trip or being repatriated prematurely. In this case, such travellers will not be entitled to a refund, and they will bear all the costs of their return journey.
2.6.3. The traveller is liable for any damage they cause intentionally or through negligence to the tour operator or third parties, for example, by violating the provisions of Sections 2.6.1. and 2.6.2.
2.6.4. The traveller must provide the tour operator with contact details where they may be contacted before and during the trip.

2.6.5. A representative of a traveller group must provide their group with all the information and documents required for the trip and the tour operator with all necessary information and documents concerning the travellers. The tour operator is deemed to have satisfied their duty to provide information by making the information concerning the trip available to the group’s representative and do not need to provide the information to each individual traveller separately.
A representative of a traveller group can make changes to the group’s bookings alone or together with the individual traveller requesting the changes.

2.6.6. The traveller or the representative of a traveller group is responsible for the accuracy of the information they provide to the tour operator, such as the timing of the trip, the name(s), date(s) of birth and other personal details of the traveller(s) or any special requirements, and for providing the information on time. The tour operator cannot be held liable for any losses resulting from inaccurate or incomplete information having been provided by the traveller or the representative of a traveller group.

2.6.7. The traveller may be held liable for any consequences and/or costs incurred from their use of the services or components included in the package travel in a manner that violates the package travel contract. For example, failure to use all or part of any transport services included in the package may cause the traveller to lose their right to some or all remaining services.

3. Conclusion of the contract and payment
3.1. The contract becomes binding once the initial payment is made to the tour operator by the given due date at the latest.
3.2. The total payment of the price shall be made within the time given by the tour operator or otherwise agreed upon. After paying the price of the package, the traveller has the right to receive the relevant travel documents well in advance prior to the departure.

4. The traveller’s right to cancel the booking before the start of the trip
The traveller has the right to cancel their booking at any time before the start of the trip. In such circumstances, the tour operator has the right to charge a cancellation fee as follows;

4.1.a) Administration fees as agreed if a booking is cancelled at least 45 days before the start of the trip.
b) A booking fee, if a booking is cancelled less than 45 days but at least 21 days before the start of the trip.
c) 50% of the price of the package if a booking is cancelled less than 21 days but at least 7 days before the start of the trip.
d) 75% of the price of the package, if a booking is cancelled less than seven days but at least 3 days before the start of the trip.
e) 95% of the price of the package if a booking is cancelled less than 3 days before the start of the trip.

Levi Travel will use special terms and conditions if the accommodation conditions are special or the travel destination has special conditions that differ from those listed in the general terms and conditions for package travel in Section 4.1. These cancellation terms apply regardless of the reason for the cancellation.

A. Travel packages which include accommodation.

Levi Travel will charge a cancellation fee and an administration fee of €50.00 (fifty Euro) if cancelled 45 days before the start of the booking, 30% of the booking price + cancellation fee and administration fee 28-45 days before the start of the booking, 95% of the booking price + €100.00 (one hundred Euro) cancellation fee and administration fee 0-27 days before the booking commences. If your package includes a special stay of 4 weeks or more or worth more than €3,000.00 (three thousand Euro), Levi Travel will charge a cancellation fee of 30% + the cancellation fee and administration fee of €200.00 (two hundred Euro) for trips over 27 days and 0-27 days at 95% of the booking price + €200.00 (two hundred Euro) cancellation and administration fee. Levi Travel will notify you if your package is a special accommodation booking on your booking confirmation letter.

B. Packages including flights

Due to the special nature of packages for scheduled flights, special cancellation terms and conditions differ from those set out at Section 4.1 of the general terms and conditions for package travel. Levi Travel Oy charges the customer for any costs incurred from the airline in addition to any administration fees. The option of cancelling an airline ticket is very limited or not permitted for almost all airline ticket types. Airlines will charge a cancellation fee, which can be the price of the entire air ticket from very early on. Please contact our office for more detailed information for any changes and cancellation fees. In addition, we will charge you for any fees that the service provider passes on to Levi Travel Oy for other services included in the package.

4.2. If the tour is priced based on a party of two or more travellers being accommodated in the same room or apartment and one of the party cancels his tour, the tour operator has the right to charge a reasonable additional fee due to the cancellation in accordance with Section 4.1. Costs determined on a case-by-case basis. The traveller cancelling and the rest of the travel party are jointly responsible for paying the additional fee to the tour operator. The tour operator and the travel party may jointly agree on a better accommodation arrangement for the whole travel party, in which case, the travel party will be responsible for any additional costs.

4.3. If the tour is not cancelled, and the traveller does not arrive at the agreed point of departure at the agreed time or if he/she can not take part in the tour due to not having the necessary travel documents due to reasons that he/she is responsible for, he/she is not entitled to a refund.

4.4. Cancellations costs may differ from the ones described in Section 4.1. if the tour is of the nature that requires the application of special conditions (Section 1.3.) The amount or basis of cancellation costs must be indicated in the special terms and conditions.

5. The traveller’s right to cancel their booking before the start of the trip due to changes made by the tour operator or conditions at the destination

5.1. The traveller may cancel the trip if
a) the tour operator makes substantial changes to the travel arrangements. Substantial changes include, for example, a change in transportation that results in a considerably longer travel time, changes to departure and arrival times that cause considerable inconvenience or extra costs to travellers, for example, due to having to rearrange their transport or accommodation, a daytime flight being replaced by a night-time flight (an afternoon arrival time is replaced by an arrival time after midnight), a change of destination or a change that significantly decreases the standard of accommodation, as well as substantial changes in the nature of the trip, and is no longer possible; or
b) they have reason to believe that the tour operator’s ability to perform the trip as agreed has been significantly compromised after the conclusion of the contract due to war having broken out at the destination or in its vicinity or other serious security issues, such as terrorism or a natural disaster such as flooding, an earthquake or weather conditions, workers’ strikes, significant risks to human health, such as the outbreak of a serious disease at the destination, or other similar circumstances, or if the trip cannot be run without endangering the traveller’s health or life for some other unexpected reason.

The traveller’s right to cancel the booking depends on the official view of Finnish authorities on the situation or official reporting by a Finnish mission or the dates or times of the trip change, for example;
- by more than 24 hours in the case of trips lasting at least 7 days - by more than 12 hours in the case of trips lasting between 2-6 days - the traveller’s right to cancel trips lasting less than two days is assessed case-by-case; or the customer has a strong reason to believe that the tour operator will otherwise fail to deliver on some essential element of the contract.

5.2. The tour operator must inform the traveller of any changes by means of a durable medium, and the notice must explain what changes the tour operator intends to make, whether the changes will affect the standard of the package or lower its value, the amount of any reductions in price given to the traveller due to the changes and whether the changes entitle the traveller to cancel their booking.

5.3. A traveller who wishes to cancel their booking must communicate their wish to cancel to the tour operator without undue delay. A traveller who does not inform the tour operator of their wish to cancel their booking by the reasonable deadline, provided in the notice of changes, is deemed to have accepted the proposed changes.

5.4. The traveller’s right to cancel their booking due to price increases is established in Section 8.3.

5.5. A traveller who cancels their booking in the aforementioned circumstances is entitled to a refund of the price of the package without undue delay and in any case within 14 days of the cancellation. However, a cancellation fee will be charged if the traveller was aware of the circumstances referred to in Section 5.1.b. when the contract was concluded. Travellers who cancel their booking due to the reasons listed in Sections 5.1.a., 5.1.c. or 5.1.d. are also entitled to compensation for any amounts they have spent on their trip that has become worthless due to the cancellation unless the changes are due to circumstances that are beyond the organiser’s or their subcontractors’ control (force majeure).

6. The traveller’s right to interrupt the trip and cancel the contract during the trip

6.1. The traveller has the right to interrupt the trip if
a) the performance of the travel arrangements is faulty to the point that the trip does not satisfy its original purpose, or
b) a situation referred to in Section 5.1.b. arises during the trip and the traveller was not aware of the conditions at the destination when the contract was concluded.

6.2. A traveller who interrupts their trip or cancels the contract is entitled to a refund of the price of the package and any other payments made to the tour operator. Any services provided by the tour operator that has benefited the traveller (e.g. any portions of a trip consisting of several parts, any meals served during the trip or tickets used by the traveller) will be taken into account when calculating the refund.

6.3. If necessary, the tour operator must arrange and pay for the return journey of any traveller who wishes to cancel the contract on the grounds of Section 6.1.a. In such circumstances, the traveller must be able to return home using the same form of transport as originally agreed and to the same location from which they departed or another location as agreed. The tour operator does not need to arrange the traveller’s return journey home if the package does not include transportation.

6.4. If a traveller who wishes to interrupt their trip due to the circumstances referred to in Section 6.1.b, and whom the tour operator fails to assist in arranging their return journey pursuant to Section 2.5 have the right to make their own arrangements. However, in such circumstances, the traveller must strive to limit the costs and other losses to be borne by the tour operator.

6.5. The traveller’s right to compensation for any losses is discussed in Section 16.

VISIT LEVI
OY LEVI TRAVEL LTD
+358 16 639 3380, LEVITRAVEL@VISITLEVI.FI
MYLLYJOENTIE 2, 99130 LEVI, FINLAND
7. The traveller’s right to request changes to the contract and transfer the package to another traveller
7.1. Travellers have the right to change the departure date, destination or hotel up to 45 days before the start of the trip by paying any difference between the original package and the new package as well as any administrative fees. The tour operator has the right to treat any changes made closer to the start of a traveller’s trip as a cancellation and a new booking.
7.2. The traveller has the right to make changes to traveller details on their booking or transfer the package to another traveller as long as the other traveller satisfies the terms and conditions of the package. The tour operator must be notified of any such changes in traveller details at least 7 days before the start of the trip. Notification of a transfer or changes to traveller details may also be made closer to the start of the trip if this does not cause unreasonable inconvenience to the tour operator.

The tour operator has the right to reasonable compensation for any actions they must take as a result of making the transfer or making changes to the traveller’s details. Unless otherwise stated in the organiser’s additional terms and conditions, the amount of compensation will be based on the administration fees incurred. Levi Travel will charge the customer the additional fees for the transfer or changes made in addition to any administration fees in these situations. For example, for packages including flights, scheduled flights always follow the airline’s own terms for reimbursements and changes. Reimbursement and changes to an airline ticket are very limited or not permitted for almost all airline ticket types regardless of the reason for the change. If an airline ticket has already been issued, Levi Travel Oy will always charge the traveller the costs incurred from the airline plus an administration fee for the reimbursement/partial reimbursement or change made to the airline ticket issued. Changes made to any other services will also be subject to administration fees and reimbursement of any additional service provider costs borne by Levi Travel Oy. Alternatively, Section 4.2. may be applied. Liability for the costs of the package and for the compensation payment to the tour operator will be shared between the original traveller and the other person travelling instead.

8. Changes to prices
8.1. The tour operator has the right to increase the price of the package and a duty to lower the price after the conclusion of the contract on the following grounds:
   a) changes in transport costs due to fuel and other energy prices; or
   b) changes in taxes or third-party charges that affect the price of the package, such as airport or seaport charges or taxes in the destination country or city. Both domestic taxes and charges, and taxes and charges levied by the authorities of the destination country are taken into account; or
   c) changes in the exchange rates affecting the cost of the trip, determined on the basis of the exchange rate applicable six weeks prior to departure. The reference exchange rate is the rate that the tour operator has given as the basis for their prices. If the exchange rate on which prices are based has not been specified, the reference exchange rate is the rate of the day when the contract was concluded.

8.2. Price increases must not exceed the increase in costs. The tour operator must inform the traveller of the new price as soon as possible and provide an explanation for why the price has changed and identify the components of the package affected by the change. The traveller must be informed of the price increase by means of a durable medium at least 20 days before the start of their trip.

8.3. If the price of a traveller’s package is increased by more than 8% calculated as referred to in Section 8.2. after the conclusion of the contract, the traveller has the right to cancel the contract. The traveller must notify the tour operator of their wish to cancel the contract by a reasonable deadline given by the tour operator or, if no deadline has been set, within 7 days of the traveller receiving notice of the price increase. Notices sent electronically are deemed to have been received on the day they were sent by the tour operator. If no other evidence can be presented of the date on which a communication was received, notices sent by post are deemed to have been received on the seventh day after they were sent.
If a traveller who cancels their contract is entitled to be refunded any amounts they have paid, without undue delay, and in any case within 14 days after the traveller cancels the contract. The traveller's right to compensation is set out in Section 16.

8.4. The tour operator must reimburse the traveller for any decrease in the cost of the package due to the circumstances referred to in Sections 8.1.a to c before the start of the trip the tour operator has the right to deduct any administrative costs incurred from the refund.

9. Changes to the package travel contract introduced by the tour operator
9.1. The traveller is not entitled to cancel their contract or receive a price reduction or compensation if Levi Travel introduces minor changes to the package travel contract before the start of the trip. Minor changes include changes that the traveller can reasonably be expected to have foreseen due to the nature of the destination or the trip, such as the cancellation of one excursion if the package includes several excursions.
9.2. Significant changes introduced by the tour operator that entitle the traveller to cancel their trip are listed in Section 5.1.
9.3. The traveller is responsible for paying the price of the package and any other agreed charges if the changes introduced by the tour operator are not minor pursuant to Section 9.1. or such that entitle the traveller to cancel the trip pursuant to Section 9.2. However, the provisions set out in Sections 15 and 16 on the traveller’s right to a price reduction and compensation still apply.
9.4. The tour operator must inform the traveller of any changes by means of a durable medium in a clear, comprehensible and prominent manner. Levi Travel may provide you with an equivalent or substitute service. If Levi Travel is unable to provide an equivalent or substitute service, the customer is entitled to a full refund of the booking fee.
9.5. Instead of cancelling a trip or a series of trips due to low demand, the tour operator has the right to run the trip by changing the form of transport, route and/or timetable as long as these changes do not significantly affect the nature of the trip. The traveller must be informed of such changes at least:
   1) 20 days before the start of the trip in the case of trips lasting more than six days;
   2) 7 days before the start of the trip in the case of trips lasting between two and six days;
   3) 48 hours before the start of the trip in the case of trips lasting less than two days.

The aforementioned changes may entitle the traveller to a price reduction and/or compensation pursuant to Sections 15 and 16.

10. The tour operator’s right to cancel and interrupt a trip
10.1. Levi Travel has the right to cancel a trip if
   a) not enough people have signed up for the trip, and the tour operator has specified that the performance of the trip is subject to demand in the documentation provided to the traveller beforehand (e.g. the programme or other documentation) which specify that the trip is dependent on the number of participants. A minimum number of participants can be set for individual trips or series of trips to a particular destination. Travellers must be informed of such cancellations at least:
      1) 20 days before the start of the trip in the case of trips lasting more than six days;
      2) 7 days before the start of the trip in the case of trips lasting between two and six days;
      3) 48 hours before the start of the trip in the case of trips lasting less than two days.

   b) the tour operator’s ability to perform the trip as agreed has been significantly compromised after the conclusion of the contract due to war having broken out at the destination or in its vicinity or other serious security issues, such as terrorism or a natural disaster such as flooding, an earthquake or weather conditions, workers’ strikes, significant risks to human health, such as the outbreak of a serious disease at the destination, or other similar circumstances, or if the
trip cannot be run without endangering the traveller’s health or life for some other unexpected reason. Such reasons can also include interruptions in the supply of essential services, such as electricity or water, at the destination due to a natural disaster or workers’ strike, for example. The traveller must be informed of such cancellations as soon as possible.

10.2. If circumstances such as referred to in Section 10.1.b arise during a trip, the tour operator has the right to interrupt the trip and make any other necessary changes to the programme. In such circumstances, the tour operator must after their return home, reimburse the traveller without delay for the price paid for any components of their package that were not delivered.

10.3. A tour operator who cancels a trip must refund the traveller within 14 days of the cancellation.

11. The organiser’s right to cancel a contract
Levi Travel has the right to terminate a cancel the traveller’s contract if the traveller fails to pay for all or part of their package by the agreed due date. One of the prerequisites for the tour operator’s right to cancel the contract is that the traveller has been given a reasonable period to make the payment. The document in which the due date is specified must explain the tour operator’s right to terminate the contract on the grounds of non-payment.

12. Breach of contract and complaints
12.1. The tour operator is deemed to be in breach of contract if
a) the services or other arrangements associated with a trip do not correspond to what has been agreed or what can be deemed to have been agreed; or
b) the tour operator fails to provide the traveller with all the information required under the Act on Travel Service Combinations concerning the terms and conditions applicable to the trip, the contents of the package, the necessary travel documents, applicable health regulations, transport links and timetables as well as other necessary information such as instructions in the event that a traveller falls ill, has an accident or encounters other similar difficulties and this can be deemed to have affected the traveller’s decision-making process; or

c) the tour operators fail to provide assistance pursuant to Section 2.5.

Remarks and notices of defects regarding a possible breach
Any remarks regarding the package or part thereof, such as the equipment and condition of the accommodation, must be addressed to the property manager and Levi Travel directly as soon as it becomes known or within two months at the latest. Levi Travel and the property manager should be given the opportunity to correct the issue during the time the accommodation is booked if this is possible within the accommodation period.

If the customer has not been in contact with the property manager and/or Levi Travel’s customer service team during the accommodation period or during the time the travel package takes place, he/she will lose his/her right to file a notice of the defect and any compensation. If there is no satisfactory solution to resolving the issue during the accommodation period, a remark or notice of the defect must be sent to Levi Travel in writing as soon as possible at the end of your stay. If the customer or Levi Travel cannot agree on the handling of the notice of the defect, the customer may refer the issue to the Finnish Competition and Consumer Authority (FCCA) [Kilpailu- ja kuluttajavirasto (KKV)].

Incorrect pricing information does not bind Levi Travel if the price is so clearly incorrect that the customer should have noticed that it is incorrect. For example, a situation like this may occur when the difference between the price stated and the actual price is considerable or if the wrong price is regarded as abnormally low compared to the overall price level.

12.2. The traveller must be prepared for reasonable changes to transport timetables. Changes to transport timetables that do not result in a traveller’s stay at the destination being shortened or lengthened by more than 4 hours in the case of trips lasting between 2 and 5 days, by more than 5 hours in the case of trips lasting between 5 and 8 days or by more than 8 hours in the case of trips lasting more than 8 days do not constitute a breach of contract. In the case of trips lasting less than 2 days, what constitutes a breach of contract is assessed case-by-case.
12.3. A traveller failing to take advantage of some or all of the transport or other services included in the package does not constitute a breach of contract on the part of the tour operator.

12.4. Complaints
A traveller wishing to complain about a breach of contract by the tour operator after the trip must notify the tour operator or the retailer of their complaint within a reasonable period of time from when they notice or should have noticed the breach. A traveller who notices a breach of contract that can be remedied during the trip must alert the tour operator or retailer as soon as possible.

Unless the breach of contract requires immediate remedial action, the traveller must allow a reasonable period of time for the breach to be rectified. What constitutes a reasonable period of time depends on the duration of the trip, the destination and other factors relating to the nature of the trip. However, the above does not prevent the traveller from filing a complaint if the tour operator or a retailer used by the organiser for assistance in delivering on the contract has acted with gross negligence or in bad faith.

13. Rectifying breaches of contract
13.1. Tour operators must rectify any breaches of contract immediately, or if immediate remedial action is not necessary, by a reasonable deadline set by the traveller and in a manner, that does not result in the traveller incurring any costs or significant inconvenience. What constitutes a reasonable deadline for rectifying breaches of contract depends on the nature of the breach and its effect on the traveller as well as the tour operator’s possibilities of rectifying the breach.

The traveller may be entitled to a price reduction covering the duration of the breach pursuant to Section 15 and to compensation pursuant to Section 16 despite the tour operator’s remedial action.

13.2. The tour operator cannot be expected to rectify a breach of contract if remedial action is impossible or would result in the tour operator incurring unreasonable costs. What constitutes unreasonable costs depends on the scale of the breach and the value of the affected travel services.

If a tour operator decides not to rectify a breach of contract or fails to take immediate remedial action if immediate remedial action is required or fails to rectify the breach by the deadline set by the traveller, the traveller has the right to take action themselves. In such circumstances, the traveller is entitled to be reimbursed for any costs incurred from the remedial action taken.

The tour operator is not required to reimburse the traveller for costs incurred by them from rectifying a breach of contract by the tour operator if the costs are unreasonable. A tour operator who refuses to rectify a breach of contract pursuant to this section has an obligation to provide the affected traveller with a price reduction and compensation pursuant to Sections 15 and 16.

14. Provision of alternative services during a trip
If a significant portion of travel services included in a traveller’s package cannot be provided as agreed during a trip, the tour operator must make alternative arrangements to complement the package without the traveller incurring any additional costs. Such alternative services must where possible, be of at least the same standard as the agreed travel service. The tour operator’s obligation to make alternative arrangements also applies in cases where a traveller cannot be returned to their original departure location as agreed.

The tour operator must give the traveller an appropriate price reduction if the alternative arrangements lower the value of the package compared to what was agreed in the package travel contract.

The traveller has the right to turn down any alternative arrangements offered if they differ considerably from what was agreed in the package travel contract or if the price reduction offered by the tour operator is not proportionate to the impact of the change. If a traveller who exercises their right to turn down alternative arrangements or to whom no alternative arrangements can be offered, the traveller has the right to an appropriate price reduction and compensation even if they do not cancel the contract. If a traveller’s package includes a return journey home, the tour operator must
arrange for the traveller to be repatriated in the manner agreed in the contract without undue delay and without the traveller incurring any additional costs.

If a traveller who turns down alternative arrangements offered by the tour operator does so without a justifiable reason as referred to above, the traveller will not be entitled to compensation or a price reduction.

15. Price reduction
If a tour operator fails to rectify a breach of contract without delay or if the breach cannot be remedied, the traveller is entitled to a price reduction proportionate to the impact of the breach unless the tour operator can prove that the breach was caused by the traveller.

However, there is no right to a price reduction if the breach only has a minor impact considering the entire package. The price reduction depends on the total price of the package rather than the price of the individual service affected by the breach. The traveller’s personal needs and any special wishes expressed in connection with concluding the contract can also be taken into account when assessing the impact of the breach.

16. Compensation
16.1. The traveller is entitled to compensation for any losses incurred by them because of a breach of contract by the tour operator. The tour operator must pay the compensation without undue delay.

However, the right to compensation is lost if the tour operator can prove that
1) the breach of contract was due to the traveller’s own actions;
2) the breach was due to actions made by third parties who are unrelated to the provision of travel services, and it could not reasonably have been foreseen or prevented;
3) the breach was due to the kinds of unavoidable and extraordinary circumstances referred to in Section 16.9.

16.2. The traveller can be compensated, for example, for any additional costs incurred by them due to a breach of contract and for any amounts they have spent on their trip that have become worthless as well as any loss of income due to a delayed return home, additional costs incurred from having to arrange additional overnight accommodation as well as any loss of enjoyment from the holiday or trip. The latter, (compensation for the loss of enjoyment) will only be paid in the case of a serious breach of contract by the tour operator.

16.3. The traveller is entitled to compensation for the loss of their baggage, if the traveller not having access to their baggage must be deemed to have inconvenienced them, considering the length of the delay and other circumstances. Airlines will compensate for any baggage delays in accordance with their own policies.

16.4. The traveller must take any reasonable steps to mitigate their losses. The tour operator cannot be held liable for losses resulting from the traveller’s own actions.


16.6. The amount of compensation payable to the traveller depends on the amount of loss incurred by them and is in all cases limited to three times the price of their package. However, this limitation of liability does not apply in the event of personal injury, or other losses caused intentionally or through negligence.
16.7. The traveller must demonstrate that the tour operator has committed a breach of contract and that the losses are directly attributable to the breach to be eligible for compensation. The burden of proof regarding the amount of loss also rests with the traveller.

16.8. The traveller’s liability for damages payable to the tour operator is set out in Section 2.6.3.

16.9. Force majeure (unavoidable and extraordinary circumstances) - the tour operator cannot be held liable for any losses resulting from unavoidable and extraordinary circumstances that are beyond the tour operator’s control and the consequences of which could not have been avoided even if all reasonable steps had been taken. Such unavoidable and extraordinary circumstances include, for example, orders by the authorities, airspace restrictions, war, other serious security issues, such as terrorism, serious unrest, significant risks to human health, such as the outbreak of a serious disease at the destination, or natural disasters such as flooding, earthquakes or weather conditions that make travelling to the destination in a safe manner as specified in the package travel contract impossible or that otherwise significantly impede running the trip as agreed. Such circumstances also include interruptions in the supply of essential services, such as electricity or water, due to a natural disaster or workers’ strikes, for example.

16.10. If the traveller’s return trip cannot be completed as agreed due to unavoidable and extraordinary circumstances, the tour operator shall see that the necessary costs for accommodation correspond to the package travel contract for a maximum of three nights, in the case the transport company does not take care of the arrangements. If the traveller is entitled to a longer stay under European Union traveller rights laws applicable to return transport, this law shall apply. The tour operator cannot plead a case of unavoidable and extraordinary circumstances to limit its liability when the return transport is delayed if the provider of the applicable transport services cannot invoke such conditions under the applicable European Union legislation.

The aforementioned limitation of liability does not apply in the case of disabled travellers and their caregivers, pregnant women, unaccompanied minors or individuals who require specialist medical care, provided that the tour operator was informed about the traveller’s need for special assistance at least 48 hours before the start of the trip.

17. Booking errors
The organiser must reimburse the traveller for any losses incurred because of a technical fault in the organiser’s booking system or an error made during the booking process without undue delay. However, the traveller is not entitled to compensation if the booking error is due to the traveller or the kinds of unavoidable and extraordinary circumstances referred to in Section 16.9.

Booking errors may be attributable to the traveller, for example, if they provide the tour operator with incorrect or incomplete information concerning themselves or the trip. The traveller also has a general duty of care to check all provided documents, such as the booking confirmation letter, and to notify the organiser or retailer of any missing information or mistakes as soon as possible. Any failure by a traveller to check the documents may be considered when calculating the amount of compensation payable to him/her for any losses incurred.

18. Deduction of compensation paid under other laws
If a price reduction or compensation paid to a traveller pursuant to European Union laws governing the rights of travellers’ or international conventions, this will be deducted from any compensation payable pursuant to these terms and conditions. The traveller has a duty to declare any compensation they have received because of breaches of the package travel contract from other parties to the tour operator or retailer.

19. Claims for damages
19.1. The procedure for filing complaints concerning breaches of contract by the organiser is set out in Section 12.
19.2. Claims for damages must be made in writing to the tour operator and within a reasonable period of time.
20. Disputes
If a dispute concerning a package travel contract cannot be settled between the parties, a consumer has the right to refer the case to the Consumer Disputes Board (www.kuluttajariita.fi) for resolution. A consumer wishing to refer a case to the Consumer Disputes Board must first contact the Consumer Advisory Services (www.kuluttajaneuvonta.fi). A traveller can also file a civil suit in their local District Court.

Responsible Tour operator:

Levi Travel Oy
Myllyjoentie 2
FI-99130 LEVI, FINLAND
Tel. +358 (0)16 639 33 80
Fax. +358 (0)16 643 469
e-mail: levitravel@levi.fi
Finnish business registration number: 2141990-0

Supervising authority:

The Finnish Competition and Consumer Authority (FCCA) [Kilpailu- ja kuluttajavirast (KKV)]
Siltasaarenkatu 12 A
00530 Helsinki, Finland
phone: 029 505 3000
e-mail: kirjaamo@kkv.fi

General terms and conditions for package travel and Levi Travel Oy’s special terms and conditions was last updated on 20 September 2019 and is valid until further notice. Levi Travel Oy reserves the right to change or limit these terms and conditions to the extent possible.