



GENERAL CONDITIONS OF TRAVEL FOR PACKAGE TOURS

The trip is subject to the general terms and conditions of the Swedish Association of Travel Agencies and Tour Operators (SRF) agreed within the industry on June 28, 2018 and the organizer's special terms and conditions, which are stated below. The special conditions are indicated in italics.

The tour operator (SCUBA TRAVEL SCANDINAVIA AB org nr: 556660-9862) is entitled 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 provisions on the mode of transport (such as booking and sales conditions for scheduled flights), deviating accommodation conditions due to the special nature of the trip or special circumstances at the destination. The special conditions must not contravene the Package Travel Act to the detriment of the traveler.

The general and special conditions are part of the contract.

1. THE AGREEMENT

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

1.2 The principal passenger is the person in whose name the contract has been concluded. The principal passenger is first indicated in the travel documents or in another clear manner. The principal passenger is liable for payment under the contract. All changes and possible cancellations must be made by the principal passenger. Exceptions can be made if the principal traveler becomes seriously ill and cannot carry out the change or cancellation. The main traveler is responsible for providing the organizer with correct booking details for other travelers covered by the contract. Any refund will be made to the main traveler.

1.3 If the traveler is under 18 years of age 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 departure and return times indicated in the booking confirmation are provisional. The organizer shall specify the departure times for the trip as soon as possible and if possible no later than 5 days before departure.

1.5 The organizer shall provide general information on passport and visa requirements.

1.6 The organizer should provide general information on health regulations for the destination.

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

1.8 Any requests or special services at the request of the traveler are included in the contract only if they are 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, plus reasonable compensation for the additional work involved in the correction. If the inaccuracy is due to the organizer or someone he has hired, the correction shall be made at no cost to the traveler.



1.10 The principal traveller must immediately notify the organizer of any change of address, e-mail address, telephone number or other information relevant to the organizer's ability to contact the traveller.

1.11 For some trips, a minimum number of participants is required for the trip to take place. In this case, the traveler must be clearly informed of this at the time of booking at the latest.

1.12 If air tickets are part of the package, they must be used in the correct order. Thus, the traveler cannot use only a return ticket when both round-trip and return flights are booked or only part of a flight. If the ticket is not used from the start, the remaining parts will be canceled

2. PRICE AND PAYMENT

2.1 The price shall be indicated in such a way as to show clearly the full cost of the journey. The price shall include all services included in the contract as well as mandatory supplements, taxes and charges.

2.2 The passenger shall pay the price of the journey by the date specified in the contract.

2.2.1 4,000 SEK of the price of the trip per person, plus the cost of any cancellation cover/insurance and also the cost of the air ticket and any other parts to be paid immediately, and not refundable in the event of cancellation. If the price of the trip exceeds SEK 40,000 per person, the deposit is 10% of the price of the trip, plus the cost of any cancellation cover/insurance and also the cost of the air ticket and any other parts to be paid immediately, and not refunded in the event of cancellation - the sum must be paid within 7 days of receiving the booking confirmation.

2.2.2 The remainder of the price of the trip must be paid at least 40 days before departure.

2.2.3 If 2.2.1 or 2.2.2 occurs less than 40 days before departure, the full price of the trip must be paid within 3 days, but never later than 1 day before departure.

2.2.4 For some trips, a partial payment equal to 50% of the remaining amount of the trip after the deposit and flights are paid is required. The installment is due six months before departure.

2.2.5 The tour operator has the right not to send the traveler's travel documents until full payment has been received in the bank account indicated by the tour operator.

2.2.6 In connection with extraordinary bookings outside the tour operator's regular range, specific payment terms may be agreed for the trip. These must then be clearly stated in the email exchange or printed on the booking confirmation.

2.3 The organizer may charge a first installment (registration fee) in connection with the booking confirmation. The registration fee must be reasonable in relation to the price of the trip and the other circumstances.

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

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

2.6 Furthermore, the organizer is obliged to inform the traveller of any costs that may be incurred.

3. THE TRAVELER'S RIGHT TO CHANGE AND CANCEL

3.1 The traveler has the right to change the contract if the organizer agrees. Changes to the contract may incur 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:

Deposit and any additional costs according to 2.2.1 between the time of booking and 90 days before departure

60% of the price of the trip plus any additional costs under 2.2.1 if cancellation occurs between 89 and 40 days before departure

100% of the price of the trip if canceled 40 days before departure or later

4. THE TRAVELER'S RIGHT TO TRANSFER THE CONTRACT

4.1 The passenger may transfer the contract to someone who meets all the conditions for participation in the trip. Such a condition may be, for example, that the transport company or other person engaged by the organizer in accordance with the applicable rules must accept a change of passenger. The passenger must notify the organizer or retailer of the transfer in reasonable time before departure. Notification made at least 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 may not exceed the costs incurred by the organizer for the transfer. The organizer shall show how the cost is calculated.

4.3 The transferor and transferee are jointly and severally liable to the organizer or retailer for all outstanding payments for the trip and for any additional costs arising from the transfer.

5 CHANGES BEFORE DEPARTURE

5.1 Changing the terms of the contract

The organizer is entitled to make changes to the contract provided that the organizer informs the traveler of the change in a clear, comprehensible and transparent manner on 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 damages. In case of significant changes to the trip, the traveler must, if possible, be offered an alternative trip or the right to terminate the contract without a cancellation fee.

5.2 Changing the 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 corresponding to the traveler's share of the cost increase incurred by the organizer. There is only a right to a price increase if the total cost increase exceeds SEK 100 per booking.

5.2.3 The price of the trip shall be reduced if the organizer's costs, for reasons stated above, are reduced by a total of at least SEK 100 per booking. When reducing the price, the organizer may deduct actual administrative costs.

5.2.4 The organizer must inform the traveller of the price changes as soon as possible. The notification must include a justification for the change and a calculation.

5.2.5 The fare may not be increased or decreased during the last 20 days before the agreed departure date.



5.2.6 The organizer may waive the right to increase the price under 5.2.1 in its specific terms and conditions. In that case, the organizer does not have to reduce the price under 5.2.3.

5.3 Passenger's right to terminate the contract without a cancellation fee

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

5.3.2 If the package travel contract is terminated, the organizer must reimburse the full price of the trip without undue delay and no later than 14 days after the contract is terminated.

5.4 The organizer's and traveler's right to terminate the contract in case of unavoidable and extraordinary events

The organizer has the right to terminate the contract if the implementation of the arrangement is substantially affected by unavoidable and extraordinary events at the destination or in its immediate vicinity. Unavoidable and extraordinary circumstances include, for example, serious security problems such as war, terrorism, outbreaks of serious illness or natural disasters. In such cases, the traveller has the right to terminate the contract without paying a cancellation fee. If the organizer terminates the contract in accordance with this paragraph, the traveller is not entitled to damages. In such cases, the traveler is entitled to a full refund in the manner set out in 5.3.2.

5.4.2 The passenger is not entitled to terminate the contract if the unavoidable and extraordinary events were generally known at the time the contract was concluded.

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 traveler's trip. A valid advice from the Ministry of Foreign Affairs shall also be considered grounds for termination if it is otherwise clear that the circumstances on which the advice is based affect or will affect the destination at the time of the traveler's trip.

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

6.1 Lack of implementation

If a travel service is not performed in accordance with the contract, the organizer shall remedy the defect within a reasonable time. However, the organizer is not obliged to remedy the defect if it is impossible or if remedying the defect would involve disproportionate costs. If the organizer does not remedy the defect, 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 for equivalent or at least equivalent alternatives at no extra cost to the passenger. If the organizer cannot offer this, the organizer may offer lower quality alternatives in conjunction with a reasonable price reduction. The traveler may only reject such alternatives if they cannot be considered comparable to those that would have been provided under the contract or if the offered price reduction cannot be considered reasonable.

6.2.2 If the organizer cannot offer an alternative or if the traveler is entitled to reject such alternatives under 6.2.1, the traveler may be entitled to a price reduction and damages.

6.2.3 In the event of a defect that significantly affects the execution of the package tour and which the organizer has not remedied within a reasonable time, the traveler may terminate the contract and may also be entitled to a price reduction and damages.



6.2.4 If the organizer cannot offer an alternative or if the traveler has the right to reject such alternatives under 6.2.1, or if the traveler has terminated the contract under 6.2.3, the traveler is entitled to equivalent home transport without undue delay and at no extra cost if the package tour includes transport and the traveler is at the destination.

6.2.5 Dissatisfaction with the species observed and/or the quantity of species observed is not grounds for a complaint.

7 ON PRICE REDUCTIONS AND DAMAGES

7.1 The price will not be deducted if the organizer can prove that the fault is due to the traveler.

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

7.3 If the fault is due to someone hired by the organizer, the organizer is only exempt from liability under these travel conditions if the person hired by the organizer would also be exempt under that provision. The same applies if the fault is due to someone else in an earlier stage.

7.4 The right to damages due to the organizer's cancellation of the trip does not exist if the organizer shows that fewer people than a minimum number specified in the contract have registered for the trip and the traveler is notified in writing within a period specified in the contract that the trip is canceled.

Notification of a trip cancellation must be given no later than

- 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 Compensation under these conditions includes compensation for pure financial loss, personal injury and damage to property. The passenger 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. However, this limitation does not apply in the case of personal injury or damage caused intentionally or through negligence.

8. COMPLAINTS

8.1 The passenger may only invoke a defect in the agreed services if he notifies the organizer or retailer of the defect within a reasonable time after he noticed or failed to notice the defect. This must be done as soon as possible and if possible at the destination. When determining any price reduction or compensation for damages, the time when the traveler complained is taken into account if such a notification would have meant that the organizer could have remedied the error.

8.2 Utan hinder av punkt 8.1 får resenären åberopa fel om arrangören eller återförsäljaren har handlat grovt vårdslöst eller i strid mot tro och heder.

9. THE PASSENGER'S RESPONSIBILITIES DURING THE JOURNEY

9.1 Instructions from the organizer

The traveller is obliged to follow the instructions for the trip provided by the tour leader or by another person engaged by the organizer. The traveler is obliged to respect the rules of order that apply to the trip and on



the destination and behave in a way that does not disturb fellow travelers or others. If the traveler materially breaches this, the organizer may terminate the contract without the traveler being entitled to compensation or refund.

9.2 Passenger's liability for damage

The traveler is liable for any damages resulting from damage caused by the traveler through negligence to the organizer.

9.3 Passenger's responsibility for formalities

9.3.1 The traveler is responsible for complying with the necessary formalities for travel, such as holding a valid passport, visa, vaccinations, and insurance.

9.3.2 For all transport services included in the package, the passenger must have completed check-in in accordance with the itinerary or other instructions from the organizer or carrier.

9.3.3 The traveler is personally liable for all costs incurred due to deficiencies in the aforementioned formalities, such as repatriation due to lack of passport, unless the deficiencies were caused by incorrect information provided by the organizer or retailer.

9.3.4 The traveler is responsible for taking note of the information provided by the organizer.

9.3.5 Participation in various activities at the destination may require special knowledge, special training or other qualification requirements, such as diving certificates, level of training, a certain number of logged dives, etc. The traveler is responsible for holding/fulfilling such certificates or training/qualifications that may be required by the local organizer for participation in specific activities. Upon request, the traveler must be able to present a valid document proving this when ordering the trip.

The responsible dive leader or captain of the ship has the right to refuse travelers who cannot present a valid diving certificate or otherwise do not meet the requirements or are clearly unsuitable to participate in diving. All diving or participation in activities is at your own risk

9.4 Deviation from the arrangement

A traveler who deviates from the arrangement after the start of the trip is obliged to notify the organizer or his representative.

10 THE ORGANIZER'S OBLIGATION TO PROVIDE ASSISTANCE

If the traveler encounters difficulties during the trip, the organizer is obliged to provide appropriate assistance without undue delay. Such assistance may include, for example, information on health services, local authorities and consular assistance. The organizer is entitled to charge a reasonable fee for such assistance if the situation was caused intentionally or through negligence by the traveller.

11 DISPUTE RESOLUTION

The parties should try to resolve any dispute concerning the interpretation or application of the contract on their own. If the parties cannot agree, the dispute can be reviewed by the National Board for Consumer Disputes (ARN), Box 174, 101 23 Stockholm, www.arn.se, or by a general court. A dispute can also be examined via the European Commission's online platform: <http://ec.europa.eu/odr>.