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## RSM OY'S BOOKING AND CANCELLATION POLICY FOR TRAVEL PACKAGES (GENERAL TRAVEL PACKAGE TERMS)

**If the customer books a travel package, the general travel package terms and special conditions apply to the booking. The travel package will be marked on the customer's booking confirmation.**

### **General terms and conditions for package travel**

These terms and conditions have been negotiated by the Finnish Travel Agency Association and the Consumer Ombudsman. The terms apply to agreements entered into as of 1.7.2018. The terms and conditions have been laid in accordance with the mandatory provisions of the Travel Packages and Combined Travel Arrangements Directive (EU 2015/2302) and the Travel Services Combinations Act ([901/2017 / www.finlex.fi/en/laki/alkup/2017/20170901](https://www.finlex.fi/en/laki/alkup/2017/20170901)).

Ranuan Seudun Matkailu Oy (hereinafter RSM Oy).

#### **1. SCOPE**

##### **1.1. General terms and conditions for package travel**

These terms and conditions apply to package travel of at least 24 hours or more or include overnight accommodation and are purchased primarily for private purposes combining at least two of the following services; 1) carriage of passengers 2) accommodation, 3) rental of a car or other motor vehicle referred to in Section 2 subsection 3 of the Package Travel Act, such as a motorcycle requiring a Class A driving license or a self-propelled vehicle with a 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 tourism service, provided that the package is sold or marketed in Finland. Accommodation also includes a few weeks' stay with a host family in connection with a language course, for example, although not in connection with a long-term exchange programme.

Package travel also indicates separate contracts for individual travel services with service providers when those services 1. are purchased from a single point of sale and the services selected before the traveller undertakes to pay 2. are offered/sold together or at a total price 3. are advertised or sold as a package or with a corresponding heading 4. are combined after the conclusion of an agreement allowing the traveller to choose from a range of different types of travel services, e.g. with a gift card or 5. are purchased using the merchant's interconnected online booking procedures, where the traveller's name, payment details or

e-mail address are provided from the first merchant who sold the travel service to another merchant, the contract for the second travel service shall be concluded no later than 24 hours after the first booking.

### 1.2. Additional terms and conditions

The organiser has the right to complement and specify the general terms for package tours with additional terms that must not be to the disadvantage of the traveller and contradictory to these general terms.

### 1.3. Special terms and conditions

The organiser 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 exceptional accommodation resulting from the special nature of the trip or special conditions at the destination, e.g. due to the distance to the destination 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 passenger.

If the organizer applies special terms and conditions in the event of cancellations and charges the traveller for the actual costs of cancellation on that basis must, if requested by 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**

### 2.1. Responsibility for delivering on contracts

The organizer is liable for ensuring that the travel package delivers what has been agreed with the traveller. The organizer is also responsible for any services they procure from service providers, in order to deliver on the contract (such as transport operators and hotels).

The travel agent shall be liable for the information provided to the traveller and for delivering on the contract in the same way as organisers, if the organiser is based outside the European Economic Area and the travel agent cannot provide evidence of the organiser delivering on these responsibilities.

Before concluding the contract, the traveller must be informed whether the organiser or travel agent has lodged a guarantee as referred to in the Finnish Act on Providers of Travel Service Combinations (921/2017) and whether the guarantee covers the trip in question.

The traveller can fulfil his or her obligation to notify under these terms and conditions by contacting either the organiser or the travel agent.

Any breach to the travel package must be reported in accordance with Section 12.4.

### 2.2. Content of contracts and pricing

Each trip must include the services and arrangements that have been agreed upon between the traveller and the organiser. When assessing the content of the contract, all the terms and conditions of the contract stated in writing or electronically before the conclusion of the travel contract, the standard information form and other laws ([www.finlex.fi/fi/laki/alkup/2017/20170901](http://www.finlex.fi/fi/laki/alkup/2017/20170901)) and decree ([www.finlex.fi/fi/law/origin/2018/20180181](http://www.finlex.fi/fi/law/origin/2018/20180181)) will be taken into account.

### 2.3. Travel documents and travel insurance

Before concluding the contract, the organizer shall provide the traveller with general information on the passport and visa requirements of the destination country, including the average time to obtain a visa.

Following the instructions given by the organiser, the traveller must procure any and all documents they will need during the trip (e.g. passport, visa, vaccination certificates) and verify the correctness and correspondence between them and the ticket. The traveller must also check the transport schedules. If the organiser has fulfilled its obligation to provide information, it will not be liable for any damages incurred by the traveller if the trip is prevented or interrupted due to incomplete or incorrect travel documents (e.g. a defective or expired passport) or because of the refusal or absence of a visa.

The organiser cannot be held liable for any voluntary insurance required by the traveller during the trip, but the traveller is responsible for their own insurance coverage and the scope of its coverage, e.g. coverage in case of cancellation. To this end the organiser 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 organiser must inform the traveller of any special risks relating to the trip and the general health regulations in force in the destination country prior the trip. The traveller is responsible for obtaining any advice specific to their personal health concerns themselves. The traveller must be provided with instructions in the event of illness, an accident or another similar event.

For special safety risks, such as a pandemic hazard, both the safety regulations set by the authorities and the local regulations at the site are to be observed. Stricter safety regulations may be observed for the destination than the general safety regulations set by the authorities. A safety risk is any risk to life or health as identified by RSM Oy, in which case the instructions to be followed may be stricter than the general instructions.

In addition to the traveller themselves, local authorities at the country of destination are primarily responsible for the traveller's safety. The traveller must take local conditions into consideration in their actions.

Site safety and other relevant information about the location is available from the Ministry of Foreign Affairs and the Department of Health and Welfare; e.g. from their respective websites at <https://um.fi/frontpage> and <https://thl.fi/en/web/thlfi-en>. The traveller must inform themselves about the conditions at the destination, e.g. using the above information.

### 2.5. The organiser's obligation to provide assistance

If a traveller falls ill, has an accident, becomes a victim of a crime, or suffers other losses during the trip, the organiser shall, without undue delay, 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 the hotel and any additional costs incurred by the organiser) that the organiser makes to accommodate the traveller's situation. If the situation (such as referred to in Section 10.1.b) arises during a trip, the organiser must provide the traveller with appropriate assistance and take any reasonable steps to limit the traveller's losses and inconvenience.

The organiser may charge a reasonable fee for the assistance provided if the traveller has caused these difficulties intentionally or through negligence. However, the fee shall not exceed the actual cost of incurred by the organiser from providing the assistance.

An organiser who does not have local available to assist travellers at the destination must provide the traveller, prior to the trip, with the name and contact details of the local representative of the organiser or travel agent, or similar information about local points of contact that the traveller can turn to for assistance. In the absence of such representative or point of contact, the traveller must be given information how they can contact the organiser or travel agent if necessary.

## 2.6. The traveller's obligations and responsibilities

2.6.1. The traveller must observe any instructions and orders regarding the execution of the trip, given by authorities, the organiser or the organiser's representatives, as well as any applicable hotel and transportation rules.

2.6.2. The traveller has an obligation to not disturb other travellers with their conduct. If the traveller significantly disregards their obligations, they may be denied departure, or they may be removed from the trip. Should this be the case, the traveller is not entitled to a refund and they are solely responsible for the costs of their repatriation.

2.6.3. The traveller is liable for any damages caused to the organiser or third parties by their intentional or negligent conduct, for example, by violating the provisions of Sections 2.6.1 and 2.6.2.

2.6.4. The traveller must provide the organiser with contact details through which they can be reached before and during the trip.

2.6.5 The representative of the traveller group must provide their group with all the information and documents required for the trip and the organiser with all necessary information and documents concerning the travellers. The organiser shall be deemed to have fulfilled its obligation by relaying the travel information to the representative of the group of travellers and shall not be required to provide it separately to each traveller.

On behalf of the group of passengers, changes to the reservation may be made by the representative of the group of travellers who booked the trip, either alone or together with the traveller who wants the change.

2.6.6. The traveller or a representative of a group of travellers is responsible for the accuracy and timeliness of the information provided to the organiser, such as the time of the trip, the names of the travellers, their dates of birth, other personal details or any special requirements the travellers may have. The organiser is not liable for any damages that may be caused by incorrect or incomplete information provided by a traveller or a representative of the 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 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. A contract considered binding once the initial payment is made to the organiser by the given due date.

3.2. The full price of the trip must be paid by the due date given by the organiser or by another agreed due time. After paying the price of the trip, the traveller has the right to receive the relevant travel documents in good time 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 the trip at any time before the start of the trip. In this case, the organiser is entitled to charge a cancellation fee as follows:

4.1.a) Administrative cost as agreed, if a trip is cancelled at least 45 days before the start of the trip

4.1.b) A booking fee, if a trip is cancelled less than 45 days but at least 21 days before the start of the trip.

4.1.c) 50% of the price of the package, if the trip is cancelled later than 21 days but no later than 7 days before the start of the trip

4.1.d) 75% of the package of the trip, if the trip is cancelled later than 7 days but no later than 3 days before the start of the trip

4.1.e) 95% of the price of the package, if the trip is cancelled later than 3 days before the start of the trip.

4.2. If the trip is priced according to a group of two or more passengers being accommodated in the same room or apartment and one of the members of the party cancels their trip, the organiser has the right to charge in addition to the cancellation costs mentioned in Section 4.1 as well as for any costs incurred from the accommodation not being used in full. Those members of the party who have cancelled their trip and take part in the trip are jointly and severally liable for the payment of these expenses to the organiser. However, the organiser and the outgoing travel group may instead jointly agree on more appropriate accommodation arrangements for the traveling group, in which case the outgoing group shall bear any additional costs.

4.3. Travellers who fail to show up for their trip at the appointed time without cancelling their booking or who are unable to attend the trip due to missing documents for which the traveller is responsible, such as their passport, visa, proof of identity or vaccination certificate, will not be entitled to a refund.

4.4. Cancellation costs may vary from those specified in Section 4.1 if the trip is subject to special conditions (Section 1.3). In such circumstances, the special terms and conditions must specify the cancellation costs or how such cancellation costs will be calculated.

### **5. THE TRAVELLER'S RIGHT TO CANCEL THEIR BOOKING DUE TO CHANGES MADE BY THE ORGANISER OR THE CONDITIONS AT THE DESTINATION**

5.1. The traveller has the right to cancel the trip, if:

5.1 (a) the organiser makes significant changes to the travel arrangements. A significant change 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 additional 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, such as a trip having been advertised as accessible for disabled passengers not turning out to be so; or

(b) they have reason to believe that the organiser's ability to carry out the trip as agreed has been significantly compromised since 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, natural disasters such as floods, earthquakes or dangerous weather conditions, workers' strikes, significant risks to human health, such as an outbreak of a serious disease at the destination or other similar circumstances, or if the trip cannot be carried out without endangering the health or life of the traveller for any other unforeseen reason. When assessing the grounds for cancellation, the position of the Finnish authorities on the situation such as official communications from the Finnish mission, is taken into account; or

(c) the time at which the trip begins or ends is postponed from the agreed timetable

- by more than 24 hours on trips lasting at least 7 days
- by more than 12 hours on trips lasting 2 – 6 days
- trips lasting less than 2 days will be considered case by case; or

(d) they have a strong reason to believe that the organiser will otherwise fail to deliver on some essential element of the contract.

5.2. The organiser must inform the traveller of any changes by means of durable medium, and the notice must indicate what changes the organiser intends to make, whether the changes reduce the quality or value of the travel package, the extent of the discount the traveller will be entitled to, and whether the changes may be used as grounds for a cancellation.

5.3. The traveller must notify the organiser of a cancellation without undue delay. If the traveller does not give notice of their cancellation within the reasonable period of time specified in the change notice, the traveller shall be deemed to have accepted the proposed changes.

5.4. The traveller's right to cancel a booking due to an increase in price is established in Section 8.3.

5.5. A traveller who cancels their trip in the aforementioned cases is entitled to be refunded the price of the package without undue delay and in any case no later than within 14 days of the cancellation. However, the traveller is not exempt from cancellation fees if the traveller was aware of the circumstances referred to in Section 5.1.b) when the contract was concluded.

A traveller who cancels their booking due to causes listed in Sections 5.1.a), 5.1.c) or 5.1.d) is also entitled to compensation for expenses incurred during the trip that have become worthless due to the cancellation, unless the changes are due to circumstances that are beyond the tour organizer's or their subcontractor's control (force majeure).

## **6. THE TRAVELLER'S RIGHT TO DISCONTINUE THE TRIP AND TO TERMINATE THE CONTRACT DURING THE TRIP**

6.1. The traveller has the right to discontinue the trip if

6.1. (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 unaware of the conditions at the destination when the contract was concluded.

6.2. A traveller who interrupts their trip or terminates the contract is entitled to a refund of the price of the package and any other payments made to the organiser. Any services provided by the organiser that have 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. Should the traveller discontinue the trip for any cause laid out in Section 6.1.a) the organiser must arrange and pay for the return transport of the traveller if necessary. The traveller must be able to return home by similar means of transport as originally agreed and to the place they originally departed from, or to another location as agreed.

6.4. A traveller who wishes to discontinue their trip due to the circumstances described in Section 6.1.b) and whom the organiser fails to assist in arranging their return journey pursuant to Section 2.5 retains the right to make their own necessary arrangements. However, in such circumstances the traveller must strive to minimise the costs and other losses to be borne by the organiser.

6.5. The traveller's right to compensation will be further discussed in Section 16.

## **7. THE TRAVELLER'S RIGHT TO REQUEST CHANGES TO THE CONTRACT AND TO TRANSFER THE PACKAGE TO ANOTHER TRAVELLER**

7.1. The traveller has the right to make changes to the date of departure, destination or accommodation no later than 45 days before the start of the trip by paying administrative fees in addition to the possible price difference between the original and the revised package. The organiser 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 the passenger details on their booking or to transfer the package to another person who fulfils any possible conditions set for participation on the trip.

The organiser must be notified of any such changes in passenger details no later than seven days before the start of the trip. Changes may also be made closer to the start of the trip if this does not cause unreasonable inconvenience to the organiser.

The organiser has the right to charge reasonable compensation for any necessary measures arising from the transfer or change of information. Unless otherwise stated in the organiser's additional terms and conditions set by the organiser, the amount of compensation will be based on the administrative costs incurred. Alternatively, Section 4.2 may be applied. Liability for the costs of the package and for the compensation payment to the organiser will be shared between the original traveller and the person travelling instead.

## **8. CHANGES TO PRICING**

8.1. The organiser 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) Change in transport costs due to the price of fuels and other energy sources; 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;

(c) Changes in exchange rates affecting the cost of travel as determined by the exchange rate prevailing six weeks before departure. The reference rate is the exchange rate of the day that the organiser states it has used as the basis for its pricing. If the exchange rate has not been otherwise specified as basis for pricing, the rate of the day the contract was concluded on will be considered the reference exchange rate.

8.2. Price increases must not exceed the increase in costs.

The organiser must inform the traveller about the new price without delay and also indicate the basis for the change in pricing and specify which parts of the package the change applies to.

The traveller must be notified of the price increase via a durable medium no later than 20 days before the start of the 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 terminate the contract. The traveller must notify the organiser of their desire to terminate the contract within a reasonable deadline as set by the organiser or, if no such deadline has been set, within seven days of the traveller being notified of the price increase. A notice sent electronically is deemed to have been received on the day it was sent by the organiser. If no other evidence can be presented regarding 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 the traveller terminates the contract, any payments made by them must be reimbursed without undue delay and no later than 14 days after the termination. The right to compensation is discussed in Section 16.

8.4. The organiser must reimburse the traveller for any reduction in costs of the package due to circumstances referred to in Sections 8.1. a-c before the beginning of the trip. The organiser has the right to charge any administrative costs incurred from the refund.

## **9. CHANGES TO THE PACKAGE TRAVEL CONTRACT MADE BY THE ORGANISER**

9.1. The traveller is not entitled to terminate the contract, to receive a price reduction, or to claim damages in the event that the organiser introduces minor changes to the travel package before the beginning 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 made by the organiser that entitle the traveller to cancel the trip are discussed in Section 5.1.

9.3. The traveller has a duty to pay the price of the package and any other agreed charges if the changes introduced by the organiser 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 laid down in Sections 15 and 16 on the traveller's right to a price reduction and compensation apply.

9.4. The organiser must notify the traveller of any changes by means of a durable medium in a clear, visible and comprehensible manner. RSM Oy can offer the customer a similar or replacement service. If RSM Oy is unable to provide a similar or replacement service, the traveller has the right to receive a full refund of the booking fee.

9.5. Instead of cancelling a trip or a series of trips due to low demand, the organiser 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:

- 1) at least 20 days before the start of the trip in the case of trips lasting more than six days;
- 2) at least seven days before the start of the trip in the case of trips lasting between two and six days;
- 3) at least 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 ORGANISER'S RIGHT TO CANCEL AND DISCONTINUE THE TRIP**

10.1. The organiser has the right to cancel the trip if:

(a) there are not enough participants registered for the trip, and the organiser has mentioned that the trip is conditional to a certain number of participants in pre-trip information or other materials (e.g. the travel program, brochures or other travel documents). The number of participants required may relate to either a single trip or a series of trips to a specific destination. The traveller must be notified of the cancellation no later than:

- 1) 20 days before the start of the trip, if the trip lasts more than six days;
- 2) 7 days before the start of the trip, if the trip lasts from two to six days;
- 3) 48 hours before the start of the trip, if the trip lasts less than two days.

(b) the organiser's ability to carry out 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, natural disasters such as floods, earthquakes or dangerous weather conditions, workers' strikes, significant risks to human health, such as an outbreak of a serious disease at the destination or other similar circumstances, or if the trip cannot be carried out without endangering the health or life of the traveller for any other unforeseen reason. Interruptions in essential services such as electricity or water at the destination (e.g. due to a natural disaster or a workers' strike) can also be considered similar "force majeure" reasons.

The traveller must be informed about such cancellations as soon as possible.

10.2. If a situation described in 10. 1.b) should arise during the trip, the organiser retains the right to discontinue the trip and make other necessary changes to the travel program and itinerary. After the trip, the organiser must refund the traveller without delay for the price paid for any components of their package that were not delivered.

10.3. Upon cancelling the trip, the organiser must refund the traveller for any payments made no later than 14 days after the cancellation.

## **11. THE ORGANISER'S RIGHT TO TERMINATE THE CONTRACT**

The organiser has the right to terminate the contract if the traveller has not paid for the package by the agreed due date. The organiser's right to terminate the contract is dependent on a reasonable due date. The document specifying the due date must also show the tour organizer's right to terminate the contract upon non-payment.

## **12. BREACH OF CONTRACT AND COMPLAINTS**

12.1. The organiser 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) they fail to provide the traveller with all the information required under the Package Travel Act as it pertains to 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 the traveller falls ill, has an accident or encounters other similar difficulty and this can be deemed to have affected the traveller's decision-making process; or
- c) they fail in their duty to provide assistance as laid in Section 2.5.

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 four hours in the case of trips lasting between two and five days, by more than five hours in the case of trips lasting between five and eight days or by more than eight hours in the case of trips lasting more than eight days do not constitute a breach of contract. For trips under 2 days, what constitutes a breach of contract will be evaluated on a case by case basis.

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 organiser.

### **12.4. Complaints**

The traveller may not claim breach of contract after the trip unless they notify the organiser or travel agent within a reasonable time of noticing said breach. Any breach of contract that can be remedied during the trip must be brought to the attention of the organiser or travel agent 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 aforementioned does not prevent the traveller from filing a complaint if the organiser or a merchant 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. The organiser 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 which will not result in the traveller incurring any additional costs or major inconveniences. What constitutes a reasonable deadline for rectifying a breach of contract is dependent on the nature of the breach and its effect on the traveller as well as the organiser's possibilities of rectifying the breach.

Regardless of the organiser's remedial actions, the traveller may be entitled to a reduction in pricing as laid in Section 15 for the duration of the breach as well as to compensation as laid in Section 16.

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

If the organiser refuses to rectify the breach in contract, or if the correction is not carried out immediately when necessary or within a reasonable timeframe set by the traveller, the traveller may take action by themselves. In such circumstances, the traveller is entitled to reimbursement for the costs incurred from taking remedial action.

If the traveller takes action to rectify a breach of contract by themselves, the organiser is not required to reimburse the traveller for costs incurred by them from rectifying a breach of contract by the organiser if those costs are deemed unreasonable. An organiser who refuses to rectify a breach of contract pursuant to this section has a duty to provide the affected traveller with a price reduction and compensation in accordance with Sections 15 and 16.

### **14. PROVISION OF ALTERNATIVE SERVICES DURING THE TRIP**

If a significant portion of the travel services cannot be provided as agreed during the trip, the organiser shall offer, at no additional cost to the traveller, suitable alternative arrangements for the extension of the package of at least equivalent quality (where possible) to the agreed travel services. The duty to provide alternative arrangements also applies in cases where the traveller's return to the place of departure of their trip cannot be arranged as agreed.

The organiser must grant the traveller an appropriate price reduction if the package with alternative arrangements is of a lower quality than the package specified in the package agreement.

The traveller has the right to refuse the alternative arrangements offered if they are not comparable to those agreed in the package travel contract or if the price reduction offered does not correspond to the significance of the breach of contract. A traveller who exercises their right to refuse alternative arrangements or to whom no alternative arrangements can be offered retains the right to an appropriate price reduction and compensation even if they do not terminate the contract. If the traveller's package includes a return journey home, the organiser must make arrangements for the traveller's repatriation in the manner stipulated in the contract, without undue delay and without the traveller incurring any additional costs.

A traveller who refuses alternative arrangements as offered by the organiser without a justifiable reason as stated before will not be entitled to any compensation or a reduction in price.

## 15. PRICE REDUCTION

If the organiser fails to remedy a breach of contract without delay or if the breach is such that it cannot be rectified, the traveller is entitled to a price reduction proportionate to the impact of the breach unless the organiser can prove conclusively that the breach was caused by the traveller themselves.

However, the right to price reduction does not apply if the breach was insignificant in the scope of the whole contract. When calculating the price reduction, the starting point will be the total price of the travel package instead of the price of the individual travel service subject to the breach. The traveller's personal needs and special wishes expressed in the contract can also be taken into account while assessing the impact of the breach.

## 16. COMPENSATION

16.1. The traveller is entitled to compensation for any losses incurred due to a breach of contract by the organiser. The organiser must compensate the traveller without undue delay.

However, the traveller is not entitled to compensation if the organiser has evidence that:

- 1) the breach resulted due to the traveller's actions;
- 2) the breach is caused by third parties who are not connected with the provision of travel services and which could not have been reasonably foreseeable or preventable;
- 3) the breach was due to the kinds of unavoidable and extraordinary circumstances referred to in Section 16.9.

16.2. Compensable losses include, for example, additional and/or useless expenses incurred by the traveller resulting from the breach, as well as loss of earnings due to the delay in returning home, additional expenses for arranging an overnight stay, and loss of holiday or travel enjoyment. The latter presupposes a significant breach in the provision of travel services.

16.3. The traveller is entitled to compensation for the loss of their luggage, if the traveller not having access to their luggage is deemed to have inconvenienced them, considering the length of the delay and other circumstances.

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

16.5. In the case of losses caused by air, sea or rail transport, compensation shall be determined on the basis of the provisions or agreements as applied by the subcontracted transport operator in its own services. The organiser's liability for damages in the context of transport is governed by the applicable provisions of the Finnish Maritime Act (674/1994) or Regulation (EC) No 392/2009 of the European Parliament and of the Council on the liability of carriers of passengers by sea in the event of accidents, the Finnish Act on Transport by Air (289/1937), the Finnish Act on Air Transport Contracts (45/1977), the Finnish Air Transport Act (387/1986), the Finnish Rail Transport Act (1119/2000), Council Regulation (EC) No 2027/97 on air carrier liability in the event of accidents or the Convention concerning International Carriage by Rail (COTIF; TrS 5/1985), the Convention for the Unification of Certain Rules for International Carriage by Air (TrS 76/2004) or the 2002 Protocol to the 1974 Athens Convention relating to the carriage of passengers and their luggage by sea (TrS 70/2017).

16.6. The amount of compensation payable to the traveller is determined by the amount of losses incurred but can never exceed three times the value 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. In order to be eligible for compensation, the traveller must demonstrate that the organiser has committed a breach of contract and that the losses incurred are directly attributable to the breach. The burden of proof regarding the amount of losses also rests with the claimant.

16.8. The traveller's liability for damages payable to the organiser is laid down in Section 2.6.3.

16.9. Force majeure (unavoidable and extraordinary circumstances) The organiser cannot be held liable for any losses resulting from unavoidable and extraordinary circumstances that are beyond the organiser'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 from 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 in the contract. Interruptions in essential services such as electricity or water at the destination (e.g. due to a natural disaster or a workers' strike) can also be considered similar "force majeure" reasons.

16.10. If a traveller's return home cannot be arranged as planned due to unavoidable and extraordinary circumstances, the organiser has a duty to cover any costs of up to three nights' stay in an alternative accommodation, where possible, of the standard specified in the package travel contract if the transport operator does not provide accommodation. Where longer time periods are provided for under European Union passenger rights legislation applicable to the relevant means of transport for the traveller's return, those periods shall apply.

The organiser cannot limit their liability for a traveller's delayed return home on the grounds of unavoidable and extraordinary circumstances if the transport service provider in question is prevented by applicable European Union laws and regulations from denying liability in such circumstances.

The aforementioned limitation of liability does not apply to a traveller with reduced mobility or their caregivers, pregnant women, minors travelling without escort, or persons in need of special medical assistance, if the organiser has been informed no later than 48 hours before the start of the trip of their need for special assistance.

## **17. BOOKING ERRORS**

The organiser must reimburse the traveller for any losses incurred due to a technical fault in the organiser's booking system or an error made during the booking process without undue delay.

The traveller is not entitled to compensation if the error is due to the traveller or the kinds of unavoidable and extraordinary circumstances discussed in Section 16.9.

A booking error may be deemed to have been caused by the traveller if, for example, they provide the merchant with incorrect or incomplete information regarding the traveller or the trip. The traveller also has a general duty of care to check all provided documents, such as the booking confirmation notice, and to notify the organiser or travel agent of any missing information or mistakes as soon as possible. Any failure by the traveller to check the documents may be taken into account when calculating the amount of compensation payable to the traveller for any losses incurred.

## **18. DEDUCTION OF COMPENSATION UNDER OTHER LEGISLATION**

Any price reduction given or compensation paid to a traveller pursuant to European Union laws governing the rights of travellers or international conventions will be deducted from any compensation payable pursuant to these terms and conditions.

The traveller has a duty to inform the organiser or travel agent of any refunds received from other parties resulting from breaches of the package travel contract.

## **19. CLAIMS FOR DAMAGES**

19.1. The procedure for filing complaints concerning breaches of contract by the organiser is laid down in Section 12.

19.2. Claims for damages must be made in writing and submitted 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/en](http://www.kuluttajariita.fi/en)) for resolution. A consumer wishing to refer a case to the Consumer Disputes Board must first contact the Consumer Advisory Services (<http://www.kkv.fi/en/consumer-advice/>). The traveller may also file a civil suit in their local District Court.

These special terms and conditions for RSM Oy's travel package have been updated on 25.9.2020 and are valid until further notice. RSM Oy reserves the right to amend or limit these travel terms to the extent possible.

## RSM OY'S SPECIAL TERMS AND CONDITIONS FOR TRAVEL PACKAGES AS OF 1.7.2018

**If the customer reserves a travel package and the special terms and conditions will be applied in addition to the package terms and conditions, we will comply with these special terms and conditions**

### **Booking package travel**

Ranua Seudun Matkailu Oy (later RSM Oy) will inform the customer at the time of booking that the trip is sold as a travel package. RSM Oy applies special terms and conditions that differ from the general travel package conditions for any travel packages that are booked online (Section 1.3).

Through these special terms and conditions, RSM Oy wishes to ensure a smooth booking process for the traveller as well as the easy transfer of directions and information related to the destination. After a successful booking, RSM Oy's booking system will send the customer information about directions, accommodation and key availability at the accommodation, as well as other information related to the reservation when the customer returns to the service provider's website after the payment transaction has been completed.

After completed payment of booking, the client must wait until the system automatically returns to the confirmation page of the booking. In case the client does not return to the confirmation page, booking is not completed and booking system won't send email confirmation to client. Due to the special conditions of the travel and accommodation destination, RSM Oy requires that the customer read the instructions and check and confirm the payment and booking transaction in order for the customer to receive the information they need for accommodation and other activities included in the travel package.

### **Contents and pricing of travel packages**

The price of the trip includes only those services that have been specified as having been included in the price in the itinerary. Mandatory taxes on the ticket are included in the price of the trip. The traveller must check the departure times of the flights on both outward and return flights. In EU countries, VAT is included in the price of the package.

RSM Oy's travel packages are combinations of at least two different types of travel services sold to private consumer customers, such as combinations of transport, accommodation, activities, and other travel services. Other travel services sold by RSM Oy may be e.g. admission tickets, guided tours, activity passes and rental of sports equipment, courses offered as holiday activities, as well as various spa treatments that can be customised to be included with the accommodation. The different types of travel service combinations included in a gift card can constitute a travel package.

RSM Oy customises travel packages on behalf of the consumer customer, and in doing so we must comply with special terms and conditions due to the special nature of the trip, the exceptional regulations regarding the mode of transport (booking and sale conditions for scheduled flights), exceptional accommodation conditions or exceptional conditions at the destination. The price of the package includes only those services that are indicated as included in the price in the travel package program. Excepting the terms mentioned in these terms and conditions, we follow the general terms and conditions of package travel. The prices and contents of the travel packages are based on the price information, exchange rates and destination information valid for each day.



With travel packages organized by RSM Oy or ordered from a service provider by RSM Oy, RSM Oy or the service provider reserves the right to change the program route, schedule, and duration without prior notice in the case of such changes to weather conditions, the participants' health or other circumstances which may prevent the trip from being run as originally planned.

With travel packages organized by RSM Oy or ordered from a service provider by RSM Oy, RSM Oy or the service provider reserves the right to suspend a program or activity included in the package if a participant's actions impose a safety risk to themselves or others, or if a participant's health would be endangered by continuing the program or activity. Delivery of services will be confirmed according to the conditions prevailing at the destination. RSM Oy is not liable for any erroneous actions taken by the customer or any changes made to the travel package or its itinerary due to their health conditions.

All snowmobiles and other motor vehicles used in the activities/program services are insured in accordance with Finnish law. A customer who drives a motor vehicle during an activity is liable for any damages they may incur. The deductible in equipment and personal injury cases depends on the activity and is specific to the individual service provider. The deductible is stated in the booking confirmation. Anyone driving a motor vehicle must be at least 18 years old and hold a valid and appropriate driving license, unless otherwise stated. According to Finnish law, driving a motor vehicle under the influence of alcohol or other narcotics is illegal.

All animals used in the activities/services have been trained as well as possible in said activities/services. However, the behaviour of animals is never entirely predictable; because of this, participants must follow the safety and other instructions given by the service provider in order to prevent dangerous situations.

RSM Oy requires the customer to familiarize themselves with these special conditions and to act in accordance to Finnish laws and regulations, RSM Oy, and the safety instructions given by service providers. If the customer does not follow the aforementioned guidelines, RSM Oy may consider the customer to be guilty of carelessness, indifference, or negligence, in which case RSM Oy is not held liable for any damages to the customer.

### **Child discounts**

RSM Oy, transport companies, and other service providers (activities, etc.) can grant a discount for children, which are then taken into account in RSM Oy's bookings in accordance with the current service price rates. Discounts for children granted by RSM Oy concerning accommodation vary according to the rates set by the owner of the property and/or accommodation. For more information, please contact RSM Oy's customer service.

### **Travel booking and payment for RSM Oy's travel package**

The customer must familiarize themselves with the contents of the offer and the travel confirmation, and to notify RSM Oy of any errors before making payments. The customer is responsible for providing RSM Oy with accurate passenger information and notifying RSM Oy of any special needs (Section 2.6.5).

**RSM Oy's travel packages:** the contract is concluded when the traveller pays the price of the trip partial or in full during the booking process.

**Extended travel packages:** the contract is concluded when the traveller pays the advance payment indicated in the booking confirmation after booking the trip, unless otherwise stated in the order confirmation. The final payment for the trip must be paid no later than 21 days before departure. If the trip is to start in less than 14 days, the price of the trip must be paid in full on booking.

Some special transports, trips, and types of accommodation may feature a pre-purchase period or other special conditions. The current service fee will be added to the price.

### **Travel booking and payment - daily rate travel package**

The customer must familiarize themselves with the contents of the offer and the travel confirmation, and to notify RSM Oy of any errors before making payments. The customer is responsible for providing RSM Oy with accurate passenger information and notifying RSM Oy of any special needs (Section 2.6.5).

The pricing of the daily price package is based on special transports, and therefore its terms and conditions dictate that the travel package must be paid in full at the time of the booking. The current RSM Oy service fee will be added to the price.

### **Cancellation policy and refunds**

Due to the special nature of RSM Oy's trips, the cancellation conditions for our trips differ from the general travel package conditions (Section 4.4).

On cancellation, any costs charged by service providers in will be charged in full, with an additional administrative fee/person. Any special rates for transport and/or travel tickets and accommodation bookings are generally non-refundable. Costs can be up to 100%. Actual costs will be confirmed on a case-by-case basis upon cancellation. Any unused services will not be refunded.

Due to the exceptional accommodation terms and conditions arising from the special nature of the trip and the special conditions at the destination, RSM Oy has special terms and conditions which differ from the general travel package conditions as laid in Section 4.1. This cancellation policy will be applied regardless of the reason for the cancellation.

- a. Travel packages which include accommodation

RSM Oy charges cancellation and administrative fees as follows:

- 25% of the total booking price, if the booking is cancelled more than 90 days before the start of the booking
- 50% of the total booking price and administrative fee 50€/person, if the booking is cancelled 89–46 days before the start of the booking
- 75% of the total booking price and administrative fee 50 €/person, if the booking is cancelled 45-22 days before the start of the booking
- 95% of the total booking price and administrative fee 100 €/person, if the booking is cancelled 21-0 days before the start of the booking

### **Changes and transfer of travel contract**

Changes to the reservation may be made by the person who booked the trip, either alone or together with the traveller who wishes to make the changes.

When the traveller exercises their right to change and transfer as laid out in Section 7, they will be charged with the costs of making the changes and transfer as well as administrative fees at 50.00 €/person. The costs of the changes are to be borne jointly and severally by the transferor, i.e. the original traveller, and

the transferee, i.e. the new traveller. Special or daily fare bookings are often non-refundable. The actual costs will be determined on a case-by-case basis when the changes are made. No changes can be made to a trip that has already started.

### **RSM Oy's right to price changes**

We reserve the right to change the price according General terms and conditions for package travel, Section 8:

### **Luggage**

The transport of luggage is subject to the regulations of individual transport companies, which are available on request. Luggage transportation fees depend on the transport company and therefore the actual costs are always checked on a case-by-case basis.

### **Insurance**

Insurance is not included in the price of travel packages. The traveller is responsible for acquiring insurance with sufficient coverage for the trip, e.g. in the form of travel, luggage, accident, or liability insurance. We recommend that you obtain cancellation insurance when booking your trip. It is the customer's responsibility to check the coverage of their travel insurance with their own insurance company. RSM Oy cannot be held responsible for the coverage of travel insurance offered by insurance companies; rather, the responsibility of acquiring appropriate insurance rests with the customer.

### **Complaints**

The traveller may not claim breach of contract after the trip, unless they notify RSM Oy of said breach while traveling and within a reasonable time after they discovered the breach or the time they should have discovered it. Any breach of contract that can be remedied during the trip must be reported to RSM Oy as soon as possible. Complaints regarding the trip must be submitted in writing no later than two months after the end of the trip (Section 12.4).

### **Complaints concerning possible breaches of contract**

All complaints pertaining to the travel package or its contents such as accommodation, its furnishings and/or condition, activities, or other parts of the package, must be addressed to the organiser as soon as there is cause. RSM Oy must be given the opportunity to correct the potential breach, if it is possible to do so during the customer's stay.

RSM Oy is not bound by incorrect pricing information if the price in question is so egregiously incorrect that the customer should have perceived it to be false. Such an egregiously incorrect price can be either exceptionally high or exceptionally low when compared to the average pricing for similar listings.

RSM Oy is not liable for any arrangements not included in the travel package, such as hired transportation ordered separately from the travel package or the implementation of any separate brokered services that the traveller has ordered, such as a car rental. The provisions and contracts regarding transport law will be taken into consideration should any damage be incurred during transportation. RSM Oy requires the service provider to comply with the law in all transports, and the traveller to take out travel insurance. If a vehicle requiring driver-specific or vehicle-specific permits is used for transport or travel, RSM Oy requires the laws and regulations be complied with.

RSM Oy or the service provider has the right to provide the traveller with better arrangements than specified in the booking. However, RSM Oy or the service provider is not obliged to provide the same benefits to all travellers. A change to booking made by RSM Oy before departure may entitle the traveller to price reductions in accordance with the General Travel Package Terms and Conditions. A price reduction will be paid to the customer after the trip if a breach of contract has been proven to have occurred and if the issue could not be corrected on site. If the incident has been rectified on site, the situation does not automatically give rise to a right to compensation after the trip.

### **Separate accommodation and transport arrangements**

Separate accommodation or transport arrangements sold by RSM Oy that do not involve other services are not subject to the terms of the Package Travel Act. Any changes, cancellations and refunds will be subject to the terms and conditions of the service providers in question. In these cases, RSM Oy is acting as a seller or broker, depending on the ownership of the accommodation, and in accordance with the valid service price list.

### **Additional services**

In addition to the advance payment, tickets reserved e.g. for cultural events are charged in advance and are non-refundable in the event of cancellation or if the tickets are not used for reasons attributable to the traveller. Reservations for additional services are subject to service fees in accordance with the valid price list.

### **Liability of the organiser**

The organiser is not liable for any damages caused by “force majeure” circumstances, strikes, natural disasters, political conflicts or other unavoidable and extraordinary circumstances (Section 16).

The organiser is not responsible for any typographical errors in the brochures or website or for the content of external websites mentioned in the brochure or website. RSM Oy reserves the right to change the information found on its website or in its brochures.

### **Deduction of compensation under other legislation**

If the traveller has been granted compensation or a reduction under European Union legislation on passenger rights or international conventions, the amount of compensation must be deducted from the compensation granted under these conditions. The traveller has a duty to inform RSM Oy of any refunds received from other parties resulting from breaches of the package travel contract.

### **Deduction of compensation under other legislation**

If the traveller has been granted compensation or a reduction under European Union legislation on passenger rights or international conventions, the amount of compensation must be deducted from the compensation granted under these conditions. The traveller has a duty to inform RSM Oy of any refunds received from other parties resulting from breaches of the package travel contract.

### **Responsible Organiser for package travel:**

Ranuan Seudun Matkailu Oy  
Business ID 0487434-6  
Rovaniementie 29  
FI-97700 Ranua

<https://store.ranuazoo.com/>

Tel. +358 40 543 6011, +358 40 556 3555

[www.ranuazoo.com](http://www.ranuazoo.com)

**Supervising authority:**

Finnish Competition and Consumer Authority (Kilpailu- ja kuluttajavirasto)

Siltasaarenkatu 12 A

00530 Helsinki

Tel. 029 505 3000

e-mail: kirjaamo@kkv.fi

The trips are covered by the package tour guarantee and Ranuan Seudun Matkailu Oy has lodged an insolvency guarantee with the Finnish Competition and Consumer Authority (Kilpailu- ja kuluttajavirasto; KKV) in Finland.

These special terms and conditions for Ranuan Seudun Matkailu Oy's travel package have been updated on 25.9.2020 and are valid until further notice. RSM Oy reserves the right to amend or limit these travel terms to the extent possible.

## RSM OY'S BOOKING AND CANCELLATION CONDITIONS - ADMISSION TICKETS (no travel package)

**If the customer makes a separate reservation for admission tickets to the Ranua Wildlife Park and it is not part of a travel package, the following booking and cancellation conditions will be applied.**

### **RANUA WILDLIFE PARK - RANUA ZOO BOOKING CONDITIONS FOR TICKET SALES**

#### **TICKET SALES AND VALIDITY FROM 1.9.2020 ONWARDS**

The admission ticket entitles you to one-time access to the Ranua Wildlife Park and is valid only on the specified day for the opening hours marked on the ticket or confirmed by customer service. You can buy tickets in advance from the online store to avoid queuing and possible congestion. As a general rule, admission tickets are not cancelled, as purchasing a ticket is viewed as an act benefiting the protection of species and the biodiversity of nature. If you are unable to attend at the specified time and still want to use your ticket, you can transfer it through the Ranua Wildlife Park customer service. The opening hours of the Ranua Wildlife Park may vary seasonally or during exceptional times, so you should check the opening hours through the Park's customer service or the website at [www.ranuazoo.com](http://www.ranuazoo.com).

#### **ONLINE RESERVATIONS, BOOKINGS AND PAYMENTS MADE BY THE CUSTOMER**

When booking tickets via <https://store.ranuazoo.com/>, the customer accepts the following booking terms and conditions and is responsible for ensuring that they have read the instructions related to making a booking and the various booking terms conditions. Once the booking has been paid successfully, the customer should wait to be automatically transferred back to their own booking confirmation page. In case the customer does not go back to the confirmation page, the booking system won't send the confirmation regarding online booking. Online booking for admission tickets is paid either by credit card or through a banking service at the time of booking. A service fee in accordance with the valid service price list will be charged for the online booking made by the customer. The current VAT is included in the ticket price.

#### **CUSTOMER RESPONSIBILITY FOR A SUCCESSFUL BOOKING**

The customer is responsible for printing a receipt/booking confirmation as well as the booking terms and conditions during the booking process. Once the booking has been paid successfully, the customer should wait to be automatically transferred back to their own booking confirmation page. If the customer does not return to the confirmation page, no booking will be created, and the booking program will not subsequently send the customer an e-mail confirmation of the booking. Should that happen, the customer must contact the customer service for the Ranua Wildlife Park or Ranuan Seudun Matkailu Oy immediately.

#### **FAILED BOOKING**

Ranua Zoo or Ranuan Seudun Matkailu Oy is not liable for failed bookings; the customer has the responsibility to immediately contact the Ranua Wildlife Park's customer service if the booking system does not send out a booking confirmation. Ranua Zoo or Ranuan Seudun Matkailu Oy cannot guarantee that admission tickets will still be available for booking at that juncture. If admission tickets cannot be booked for the desired time, the customer will be offered transference to another time where possible. However, issues arising from congestion due to the number of guests in the wildlife park or of admission tickets being temporarily sold-out will always be dealt with on a case-by-case basis. The service fee is non-refundable for online bookings and reservations. Service fees are determined by the valid service price list.

**ADMISSION TICKETS**

Admission tickets to the Ranua Wildlife Park are personal. Only the number of guests specified during the ordering process may use the family ticket to visit the Ranua Wildlife Park. If there are more guests than specified on the pre-ordered ticket, the customer must purchase an equivalent number of additional admission tickets from the customer service point. The customer service representatives of the Ranua Wildlife Park or Ranuan Seudun Matkailu Oy retain the right to check the number of people using a group ticket and the ages of any children admitted with a children's ticket.

**TICKET CHANGE**

If the customer has purchased an admission ticket from the online store and cannot visit the park at the time specified on the ticket, the customer must immediately contact the Ranua Wildlife Park customer service. If the admission ticket is found to be unused, the customer can transfer the ticket to another time at our customer service point. The staff at the customer service point will check that the admission ticket has not been used before making the transfer.

**INCORRECT PRICE INFORMATION**

Incorrect price information is not considered binding to Ranua Zoo or to Ranuan Seudun Matkailu Oy if the price is so clearly and egregiously incorrect that the customer should have understood it to be false. This is the case, for example, if the difference between the declared price and the actual price is significantly high or if the incorrect price can be considered as exceptionally low in comparison to the general price level.

**CANCELLATION POLICY**

Cancellation of admission tickets must be made in writing (by e-mail, fax or letter) to Ranua Zoo or Ranuan Seudun Matkailu Oy's customer service. Failure to pay the invoice is not considered a valid form of cancellation; the customer must always cancel the booking in writing. As a general rule, admission tickets are not cancelled, as the purchase of a ticket is considered an act benefiting the protection of species and the biodiversity of nature. The cancellation of admission tickets is assessed on a case-by-case basis. In the event of a cancellation, the customer's cancellation is considered to have been received when the cancellation notice has been received in writing by the customer service at Ranua Zoo or Ranuan Seudun Matkailu Oy.

If Ranua Zoo or Ranuan Seudun Matkailu Oy makes an exception and accepts the return of admission tickets, the customer must be able to provide the booking confirmation and the e-mail sent to the customer service at Ranua Zoo regarding the cancellation, so that customer service can find the correct booking details and make the cancellation. When booking online, the cancellation does not take place automatically, but the customer must notify the customer service at Ranua Zoo or Ranuan Seudun Matkailu Oy of the cancellation. The service fee for online bookings is non-refundable.

**CANCELLATION OF GROUP TICKETS**

If the customer has made a group reservation for the tickets and some of the guests do not use their tickets, the unused tickets will not be automatically refunded, as buying a ticket is considered an act benefiting the protection of species and the biodiversity of nature. Ranua Zoo or Ranuan Seudun Matkailu Oy always handles cancellations and returns of group tickets on a case-by-case basis. In matters related to the cancellation of group tickets, please contact the customer service at Ranua Zoo or Ranuan Seudun Matkailu Oy. If the customer cancels the group booking completely and Ranua Zoo or Ranuan Seudun Matkailu Oy accepts the cancellation and refund of the group tickets, the service fee charged for the group booking will not be refunded.

**CANCELLATION DUE TO A SUDDEN ILLNESS OR DEATH**

In the event of sudden illness, accident, death of a close relative or other exceptional circumstances preventing travel, the customer must ensure that their own travel and accident insurance covers the costs of cancelling the booking. The customer service of Ranua Zoo or Ranuan Seudun Matkailu Oy must be

notified of the cancellation immediately in writing. Admission tickets are not automatically cancelled or refunded, as buying a ticket is considered an act benefiting the protection of species and the biodiversity of nature. However, cancellations are dealt with on a case-by-case basis in the aforementioned circumstances.

#### **THE RANUA ZOO OR RSM OY'S RIGHT TO CANCEL A BOOKING**

Ranua Zoo or Ranuan Seudun Matkailu Oy has the right to cancel the reservation or the booking in case of force majeure circumstances. Ranuan Seudun Matkailu Oy has the right to cancel the reservation or the booking if the payment terms related to the reservation have not been complied with or payments have not been made on time.

#### **FORCE MAJEURE**

Force majeure circumstances, or unavoidable and extraordinary circumstances, may be considered fire or water damage due to natural conditions, an order made on the basis of the Communicable Diseases Act, or another risk to life or health as identified by Ranua Zoo or Ranuan Seudun Matkailu Oy. In the event of a cancellation made by Ranua Zoo or Ranuan Seudun Matkailu Oy due to force majeure circumstances, the customer is entitled to a full refund of the payment made. Cancellations will be processed on a case-by-case basis.

#### **LIMITATIONS TO ADMISSION TICKET RESERVATIONS DUE TO THE CORONAVIRUS**

RSM Oy cannot be held liable for the cancellation of the customer's reservation if the reason for the cancellation is a provision under the Infectious Diseases Act, a national or international entry restriction, or other similar risk to health or life. The customer must have sufficiently comprehensive travel insurance to cover the cancellation. The customer is responsible for researching any possible difficulties and impediments that may arise from the coronavirus situation before the booking the trip.

If the customer's reservation is not used due to a provision under the Infectious Diseases Act, a national or international entry restriction, or other risk to life or health, the customer must inform cancellation immediately to RSM Oy. The customer has the right to transfer the unused reservation within the limits of RSM Oy's availability capacity within 12 months from the beginning of the original unused reservation. The customer must inform RSM Oy immediately, when the customer received the information of changes caused by corona.

The price difference for the booking period will be checked at the time of transfer, so there may be a refund or a surcharge to compensate for the price difference appropriately. Cancellations of unused bookings are always processed on a case-by-case basis. As a general rule, bookings are not automatically cancelled, as purchasing a ticket is primarily considered an act benefiting the protection of species and the biodiversity of nature. The costs of cancellation or change are determined in accordance with the valid service price list.

#### **APPLICABLE LAW AND JURISDICTION OF DISPUTES**

The contracting parties shall endeavour to settle any disputes arising from this agreement through mutual consultations. If no agreement is reached in the negotiations, the customer can take the matter to the Consumer Disputes Board or the Lapland District Court. The agreement between the customer and Ranua Zoo and/or RSM Oy is governed by Finnish law.



## TERMS AND CONDITIONS FOR RSM OY'S ACCOMMODATION RESERVATIONS (no travel package)

**If the customer makes an individual accommodation reservation and the reservation is not part of the travel package, the following reservation and cancellation terms and conditions will apply.**

### **GULO GULO AND ARCTIC FOX IGLOOS SPECIAL ACCOMMODATION RESERVATIONS**

These booking terms and conditions apply to accommodation reservations made to Ranuan Seudun Matkailu Oy's Gulo Gulo Holiday Village and Arctic Fox Igloos special accommodations. Accommodation reservations included in travel packages comply with the booking and cancellation terms and conditions as regulated by the Travel Packages Act, as well as special conditions.

### **ONLINE RESERVATIONS, BOOKINGS AND PAYMENTS MADE BY THE CUSTOMER**

When booking the accommodation by themselves at <https://store.ranuazoo.com>, the customer accepts these booking terms and conditions and is responsible for ensuring that they also read and follow the instructions for making the booking during the booking process. For online bookings, the booking system will automatically send a booking confirmation immediately. Reservations made via other booking methods are made in accordance with the booking terms and conditions for each booking type.

### **RESERVATIONS MADE BY INDIVIDUAL CONSUMER CUSTOMERS AND THEIR CANCELLATION POLICIES:**

If the cancellation is made more than 22 days before the date of arrival, the customer will be charged a service fee in accordance with the valid service price list.

If the cancellation is made more than 21 - 15 days before the date of arrival, the customer will be charged 50% of the booking fee as well as a service fee in accordance with the valid service price list.

If the cancellation is made 14 - 8 days before the date of arrival, the customer will be charged 75% of the booking fee as well as a service fee in accordance with the valid service price list.

If the cancellation is made 0 - 7 days before the date of arrival, the customer will be charged 95% of the booking fee as well as a service fee in accordance with the valid service price list.

Accommodation reservations are to be paid either by credit card or via a banking service at the time of booking, and the amount payable is 100% of the total price of the reservation. The person booking the accommodation must have legal capacity. After making the booking, the customer will receive a booking confirmation and information about the destination, which includes directions to the accommodation and information on the accommodation's key policy.

### **GROUP AND ORGANISER RESERVATIONS AND CANCELLATION POLICY:**

If the cancellation is made more than 90 days before the date of arrival, the customer will be charged 25% of the booking fee as well as a service fee in accordance with the valid service price list.

If the cancellation is made 89 - 46 days before the date of arrival, the customer will be charged 50% of the booking fee as well as a service fee in accordance with the valid service price list.

If the cancellation is made 45 - 22 days before the date of arrival, the customer will be charged 75% of the booking fee as well as a service fee in accordance with the valid service price list.

If the cancellation is made 21 - 1 days before the date of arrival, the customer will be charged 100% of the booking fee as well as a service fee in accordance with the valid service price list.

Accommodation bookings/online bookings made by organiser are to be paid either by credit card or via a banking service at the time of booking, the amount payable is 100 % of the total price of the booking. For an exceptionally agreed reason the reservation made by organiser could be paid via invoicing and the advance payment is 50% of the total price of the booking. The final invoice of the rest of the booking price must be paid no later than 21 days before the start of the accommodation booking. Failure to pay invoice cannot be considered as cancellation. Consumer customers pay their reservation while completing booking by credit card, Paytrail or through banking service. The person making the accommodation reservation must have legal capacity. After making the booking, the customer will receive a booking confirmation and information about the destination, which includes directions to the accommodation and information on the accommodation's key policy.

### **SERVICE FEES AND SPECIAL PRICES**

Service fees are determined by the valid service price list. Ranuan Seudun Matkailu Oy's accommodation booking fees and possible exceptionally and separately agreed advance payments are determined according to the accommodation and booking types. Pricing may vary seasonally.

For the special price accommodation bookings, the cancellation fee is 100% of the booking price. Special rate accommodation can be a very affordable or a last minute offer; these bookings have no right of cancellation and the customer will forfeit the payment if they do not use the booking..

### **CUSTOMER RESPONSIBILITY FOR A SUCCESSFUL BOOKING**

The customer is responsible for printing a receipt/booking confirmation and the booking terms and conditions during the booking process. Once the booking has been paid successfully, the customer should wait to be automatically transferred back to their own booking confirmation page. If the customer does not return to the confirmation page, no booking will be created, and the booking program will not subsequently send the customer an e-mail confirmation of the booking.

Ranuan Seudun Matkailu Oy is not liable for failed bookings; instead, the customer must contact the accommodation reception immediately if any issues arise during the booking process. Ranuan Seudun Matkailu Oy cannot guarantee that the accommodation in question will still be available for booking at this juncture. If the accommodation can no longer be booked for the customer, any payment made will be refunded. The service fee appropriate to the type of booking will be deducted from the refund, or the customer will be offered another accommodation if possible.

### **RANUAN SEUDUN MATKAILU OY'S RESPONSIBILITY FOR ACCOMMODATION**

Ranuan Seudun Matkailu Oy has insured the accommodations it owns with statutory insurance (fire and water damage, vandalism, and theft insurance). Ranuan Seudun Matkailu Oy acts in compliance with the regulations and instructions of the Lapland Rescue Department regarding the safety of the accommodations. Housekeeping is included in the price of the accommodation unless otherwise agreed at the time of booking. If a special cleaning service must be ordered for the accommodation after the customer's departure, the customer will be charged for it afterwards.

### **GUEST/CUSTOMER RESPONSIBILITIES**

The customer who has rented the accommodation is responsible for ensuring that they leave the accommodation in the condition it was prior to their stay. If the customer damages the accommodation, the customer is fully liable for any damages, repair costs, indemnities and other costs related to the handling of the matter.

**HANDING OVER THE KEYS**

The customer will find information about the accommodation on the booking confirmation. Information regarding the accommodation's key policy is given to the customer at check-in. The key and/or the unlock code for the electric locks will be handed over after the customer shows their payment receipt. Ranuan Seudun Matkailu Oy retains the right to charge the customer with any costs of repairing the damage caused by the customer, which may arise from the costs of re-serialization of locks, the production of replacement keys, or repairing/reprogramming electronic locks.

**USE OF ACCOMMODATION**

The accommodation is available from 14.00/2 PM onwards on the day of arrival. The handover is at 11.00/11 AM on the day of departure. The price of the accommodation includes the use of the equipment and supplies shown in the accommodation description. A service fee in accordance with the service price list will be charged for the delivery/use of supplies and amenities not specified in the accommodation description and other additional services requested by the customer. Ranuan Seudun Matkailu Oy is not liable for any belongings the customer may have stored or left in the accommodation. Smoking is strictly prohibited in the accommodation! If the accommodation has been smoked in, we will charge cleaning fees according to the current valid service price list (special cleaning price starting at 400.00 €/accommodation).

Ranuan Seudun Matkailu Oy is not liable for smoking in the accommodation without permission, and any specialty cleaning costs resulting from it will be charged to the customer. The use of a tent, caravan, and mobile home on the plot of the holiday apartment is prohibited without the permission of the owner of the accommodation. The tent, caravan or mobile home must be left at the campsite on a paid spot and the campsite fee must be paid at the customer service point.

**CLEANING SERVICE FEES**

General housekeeping is included in the price of the accommodation, unless otherwise agreed. Cleaning service fees are determined by the valid service price list. Specialty cleaning services are priced separately. Specialty cleaning services may be required due to unauthorized smoking in the accommodation, bringing a pet into an accommodation where pets are not allowed, or causing a severe mess in the accommodation.

**NUMBER OF OCCUPANTS ALLOWED**

Only the number of people stated at the time of booking can stay overnight at the accommodation. The accommodation may not be used by more than the number of people stated in the booking confirmation or in the description of the accommodation. If more people are discovered to have stayed in the accommodation than indicated in the booking confirmation while the accommodation is being cleaned, Ranuan Seudun Matkailu Oy has the right to charge the person who made the booking for the accommodation costs of those customers who stayed in the accommodation illegally after the fact. The limit on people allowed in each accommodation has been determined for safety reasons and must therefore be followed.

**PETS**

You may only bring pets into those accommodations that explicitly allow pets. The inclusion of pets must be mentioned while booking the accommodation. If a pet has been brought to the accommodation without permission, RSM Oy Oy has the right to transfer the customer to an accommodation that allows pets. The costs incurred from transferring the customer will be charged to the customer. RSM Oy is not liable for any allergy symptoms or other reactions the customer may experience by being exposed to animal dander. The pet ban mentioned in the accommodation description does not guarantee that the property is suitable for all allergic people.

The customer is obliged to clean up their pet's droppings from the yard and to pay for any damages their pet may cause to the accommodation or its furnishings. Any damages must be reported immediately to the reception desk. RSM Oy has the right to collect compensation for the damages on a case-by-case basis

according to the extent of the damages. A customer bringing a pet to the accommodation will be charged a pet fee in accordance with the service price list.

#### **IN CASE OF DISTURBANCE AND DANGER CAUSED BY THE CUSTOMER**

If the customer does not cease to cause a disturbance or a danger to people in the same or neighbouring accommodation despite being asked to do so by the staff on site, RSM Oy retains the right to terminate the tenancy immediately. Any costs incurred from the aforementioned measures will be charged to the customer and the booking price will not be refunded.

#### **DAMAGES**

The customer is obliged to compensate the owner of the accommodation for any damage caused, whether intentionally or unintentionally, to the accommodation or its furnishings during their stay. Any damages must be reported immediately to RSM Oy's customer service. The amount of damages to be paid for the destruction or breakage of furniture is determined on a case-by-case basis. Contact details can be found in the booking confirmation.

#### **CLAIMS AND COMPLAINTS**

All complaints concerning the provisioning, furnishings, equipment and condition of the accommodation must be addressed immediately to the reception desk. If the customer has not contacted the reception desk of the accommodation regarding any possible complaints or grievances during their stay, they will forfeit the right to any potential compensation. If the cause for the complaint cannot be resolved satisfactorily during the customer's stay at the accommodation, the customer must deliver a written complaint to the reception desk before the end of their reservation period. All complaints made in writing will be processed as soon as possible.

RSM Oy is not obliged to compensate the client for costs incurred or disadvantages arising from natural conditions, insects, voles, sudden weather changes, the construction work of non-notified neighbouring plots, or problems caused by a third party caused (e.g. interruptions in the water, electricity or TV network).

RSM Oy's accommodations provide customers with free Internet access. Interruptions and other issues with Internet connectivity should be reported immediately to customer service so that they can be rectified as soon as possible. RSM Oy does not grant refunds on the accommodation price on the basis of possible disturbances or malfunctions in the Internet connection.

#### **SPECIAL CONDITIONS FOR ACCOMMODATION RESERVATIONS (GULO GULO AND ARCTIC FOX IGLOOS)**

If the cancellation is due to force majeure causes such as a national or international entry ban ordered by the authorities and regulated by the Infectious Diseases Act, or some other exceptional and insurmountable cause, such as risk due to natural conditions, fire or water damage, or other risk to life or health, or any other insurmountable risk as recognized by RSM Oy, RSM Oy retains the right to cancel the booking while the customer retains the right to be returned the booking fee paid in full, minus the service fee as indicated by the valid price list.

The booker (consumer customer, group booker or tour operator) must ensure that the customers included in the booking have the necessary travel insurance to cover cancellations due to exceptional reasons. Cancellations arising from the aforementioned causes are processed by RSM Oy on a case-by-case basis. RSM Oy retains the right to cancel the reservation if the fees related to the reservation have not been paid in full by the date given at the time of booking.

In the case of an accommodation booking included in a travel package, the online booking confirmation notifies the customer when the booking is in accordance with the Travel Package Act. Such bookings are

subject to the booking and cancellation terms and conditions regulated in the Travel Package Act, as well as special conditions.

#### **CANCELLING ACCOMMODATION RESERVATIONS (GULO GULO AND ARCTIC FOX IGLOOS)**

The cancellation of an accommodation reservation must always be made in writing, either by e-mail or by letter, to RSM Oy's customer service. Failure to pay an invoice is not accepted as a cancellation. The cancellation is considered to have been received when RSM Oy has received notice about the cancellation in writing. Cancellations are always processed on a case-by-case basis, and the customer must provide the booking confirmation and an e-mail about the cancellation in order for the matter to be processed. Cancellation policy and cancellation fees are determined by the type of booking, the time of booking, and the booking price.

#### **CORONAVIRUS LIMITATIONS REGARDING ACCOMMODATION RESERVATIONS**

RSM Oy cannot be held liable for any costs arising from accommodations necessitated by voluntary or mandatory quarantine prescribed to the customer in accordance with the Infectious Diseases Act. If the customer's coronavirus test is found to be positive and the customer is quarantined as a result, the accommodation costs will be borne by the customer or the customer's insurance company.

RSM Oy also cannot be held liable for the cancellation of the customer's accommodation reservation or other ordered services if the cancellation is due to a provision under the Infectious Diseases Act, a national or international entry restriction, or other similar risk to life or health. The customer must have sufficiently comprehensive travel insurance to cover the costs caused by possibly contracting coronavirus or any resulting quarantining. The customer is responsible for researching any difficulties and impediments that may arise from the coronavirus situation before making the booking.

If the customer's reservation is not used due to a provision under the Infectious Diseases Act, a national or international entry restriction, or other risk to life or health as identified by RSM Oy, the customer has the right to transfer the unused reservation within the limits of RSM Oy's available capacity onto either a corresponding travel season or a season desired by the customer, if it falls within 12 months from the beginning of the original unused reservation. The customer must inform RSM Oy immediately, when information regarding difficulties, or impediments of corona may occur relating to completed reservation.

The price difference for the booking period will be checked at the time of transfer, so there may be a refund or a surcharge to compensate for the price difference appropriately. If the customer is not able to transfer their unused reservation to another time, the RSM Oy normal cancellation policy will apply. Reservations that are unused or changes related to the transfer of reservations due to the corona or other aforementioned circumstances will be processed on a case-by-case basis. Cancellation and change costs are determined in accordance with the valid service price list.

If RSM Oy or service provider will cancel reservation due to force majeure or other risk threatening safety or health recognized by RSM Oy and a replacement service cannot be arranged, customer has the right to receive the paid amount of the cancelled reservation back in full.

#### **ERRORS IN PRICE INFORMATION**

RSM Oy is not bound by incorrect pricing information if the price in question is so egregiously incorrect that the customer should have perceived it to be false. This is the case, for example, if the difference between the declared price and the actual price is significantly high or if the incorrect price can be considered as exceptionally low in comparison to the general price level.

## TERMS AND CONDITIONS FOR PROGRAMS/ACTIVITIES ORGANIZED BY RSM OY (no travel package)

**If the customer orders a separate program service or activity, and it is not part of a travel package, the following terms and conditions apply.**

### **PARTICIPATING IN THE PROGRAM SERVICE**

The customer participating in the program or activity must be present on time, at least 5 to 10 minutes before the start of the program/activity or the departure of the outbound transportation to the activity. It is the customer's responsibility to ensure that they are on time, that they embark on the trip with the correct transportation and at the correct time. Being late or choosing an incorrect transport does not entitle the customer to a refund or rearranging the trip.

### **PARTICIPATION BY CHILDREN**

A service organized or ordered from a service provider by RSM Oy may have its own separate service price list for children. In this case, the price of the activity/service is determined according to the price set by the service provider; the price is defined in the description of the program. Parents of children have a duty to ensure that the child's age and physical condition are appropriate for the activity/service booked. Some activities may have restrictions, e.g. height. In addition, some programs or services may be physically or otherwise too demanding for children. In this case, the participation restrictions of RSM Oy or the service provider apply with regard to the participation of children.

### **PARTICIPATION RESTRICTIONS**

The customer always participates in the services at their own risk. Pregnant women should not participate in any snowmobile, ATV, reindeer, husky, horse, or other programs/activities that may pose a risk to the foetus. The foetus may be endangered by vibration, bouncing, or exhaust gas inhaled by the mother in the course of the program/activity. RSM Oy or its service providers do not recommend the aforementioned programs/services/activities for pregnant women due to the risks inherent in them.

If a woman wishes to participate in the service/activity despite the recommendations, she does so at her own risk, and RSM Oy or the service provider cannot be held liable for any resulting damages. Prior to participating in the program/activity, the customer must sign a liability form which relieves RSM Oy of liability for any damage that may occur during or as a result of the customer's participation in said program/activity contrary to the recommendations.

The customer booking a program/activity must inform the service provider of any health restrictions or other factors that may affect the execution of the program/activity. The service provider may also deny the customer participation in the service/activity/program on the grounds of health reasons. If a health-related issue requires special arrangements for the service/activity, the service provider is entitled to charge the customer for any additional costs arising from the special arrangement.

### **RESPONSIBILITY OF THE SERVICE PROVIDER**

RSM Oy or the service provider has made appropriate security and risk management plans for its program services/activities. Health and safety standards are taken into account in the provision of services in accordance with Finnish laws and regulations. RSM Oy or the service provider is entitled to require the customer to comply with safety regulations and Finnish laws and regulations. RSM Oy requires service providers acting as contract partners to have a safety and risk management plan in place in the contracting phase.

Activities are always carried out in compliance with the driver or vehicle specific provisions laid down in Finnish law and regulations. Anyone participating in the service/activity must be in such a condition that participation is possible without danger to their health. If the service provider believes that the customer is exposed to a risk from the program, the service provider may deny the customer participation in the program. Such a risk factor may be e.g. being under the influence of alcohol or narcotics.

### **MOTOR VEHICLE PROGRAMS**

All motor vehicles used in the program services/activities are insured in accordance with Finnish law. If the customer acts as the driver of a motor vehicle, the customer is responsible for any damage caused to the vehicle during the program. The share of deductible in equipment and personal injury cases is specific to the individual service provider and depends on the program/activity. Anyone acting as the driver of a motor vehicle must be a legally competent person over the age of 18; the driver must have a valid and appropriate driving license specific to the class of vehicle they are driving, unless otherwise stated for the program/activity. In accordance with Finnish law, any motor vehicle may not be driven under the influence of alcohol or other narcotic substances.

The responsible service provider reserves the right to change the route, schedule and/or duration of the program if necessary, taking into account weather conditions, participants' health issues or other conditions affecting the program/activity. RSM Oy or its service provider reserves the right to suspend the program/activity if the participant poses a safety risk to themselves or other participants, or if the participant's state of health does not allow the program to be continued.

### **USE OF ANIMALS IN PROGRAMS**

The animals used in all programs/activities have been trained as far as possible. However, the behaviour of animals is never entirely predictable; because of this, participants must follow the safety and other instructions given by the service provider in order to prevent dangerous situations.

### **OTHER DAMAGES**

The service provider can only be held liable for personal injury and damage to property caused by an accident resulting from malfunctioning or defective equipment, or erroneous activities on the part of the service provider, its personnel, or subcontractor.

### **CLAIMS AND COMPLAINTS**

Any complaints must be made immediately on site to the service provider during the program/activity, and/or immediately thereafter without delay to Ranuan Seudun Matkailu Oy in writing. If no complaint is made during the program/activity or within a reasonable timeframe afterwards, the customer forfeits their right to price reductions or other compensation.

With regard to program services and activities, the strictest terms and conditions are always followed, which are the terms and conditions set by RSM Oy or the service provider. The service provider or the service provider's subcontractor is fully responsible for the service provider's breach of contract. The service provider must have one million (1,000,000.00) euros in liability insurance to insure its operations. The customer is responsible for any breaches of contract resulting from the customer's actions, and any resulting damages and indemnities are to be reimbursed by the customer's insurance; this means the customer's insurance matters must be in order.

### **TERMS AND CONDITIONS FOR BOOKING PROGRAMS AND ADDITIONAL SERVICES**

These terms and conditions apply to programs and other additional service bookings produced or brokered by RSM Oy. Bookings can be made verbally, in writing, or by e-mailing RSM Oy's customer service, or via the online store. The booking is valid for the number of people stated in the booking and becomes valid when the customer has received the booking confirmation by e-mail. For bookings made through customer service, a written confirmation is printed for the customer.

**BOOKING AND PAYMENT**

After making a booking, the customer receives an invoice and an activity description, which directs them to the location or starting point for the program/activity. Service fees will be charged as booking and cancellation costs, as well as administrative fees in accordance with the valid service price list. The service provider is not liable for any incorrect prices in the brochures or for any changes in prices after the brochures have been printed.

**PAYMENT TERMS**

Payment terms are stated in the online store or by customer service when booking the program/activity. RSM Oy has the right to cancel the booking if the customer has not paid the price of the service by the due date given at the time of booking.

**CORONAVIRUS LIMITATIONS FOR PROGRAMS/ACTIVITIES**

Ranuan Seudun Matkailu Oy also cannot be held liable for the cancellation of the customer's accommodation reservation or other ordered services if the cancellation is due to a provision under the Infectious Diseases Act, a national or international entry restriction, or other similar risk to life or health. The customer must have a sufficiently comprehensive travel insurance to cover the costs of any cancellations resulting from the coronavirus pandemic. The customer is responsible for researching any difficulties and impediments that may arise from the coronavirus situation before the booking the trip.

If the customer's reservation is not used due to a provision under the Infectious Diseases Act, a national or international entry restriction, or other risk to life or health as identified by Ranuan Seudun Matkailu Oy, the customer has the right to transfer the unused reservation within the limits of RSM Oy's availability capacity into another time period within 12 months from the beginning of the original unused reservation. The customer has responsibility to inform immediately RSM Oy customer service, if any possible difficulties or inconveniences regarding implementing reservation occur.

The price difference for the booking period will be checked at the time of transfer, so there may be a refund or a surcharge to compensate for the price difference appropriately. Reservations that are unused or changes related to the transfer of reservations due to the aforementioned circumstances will be processed on a case-by-case basis. Cancellation and change costs are determined in accordance with the current valid service price list.

If RSM Oy or service provider cancel the reservation due to force majeure or other significant risk recognized by RSM Oy, and no replacing service cannot be arranged, the customer has the right to receive the reservation price back in full.

**APPLICABLE LAW AND SETTLEMENT OF DISPUTES**

Agreements made with RSM Oy are governed by Finnish law and regulations. The contracting parties shall endeavour to settle any disputes arising from this agreement through mutual consultations. If no agreement is reached in the negotiations, the conflicts will be resolved in accordance with RSM Oy's domicile in the Lapland District Court. The customer can take the matter to the Consumer Disputes Board or the Lapland District Court. The dispute may also be resolved for special reasons in arbitration proceedings in the Helsinki District Court, to which each party may appoint one representative. A special reason may be, for example, international proceedings.

RSM Oy is not responsible for any changes, which are independent of us that may occur after the publication of these terms and conditions. The above booking conditions have been updated on 25.9.2020.



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