



# Terms and conditions Taxari Travel Agency Ltd.

## TERMS AND CONDITIONS ON-LINE BOOKING

The following terms and conditions shall be applied for weekly safaris and tours offered and delivered during all seasons by Taxari LTD henceforth known as "Company" through its Weekly Safari Programs in following destinations: Kemi, Tornio, Rovaniemi, Levi, Helsinki and any other area of where the services are delivered.

### COMMERCIAL TERMS

#### Services and Prices:

The prices and the services offered and to be delivered by Company under these Terms & Conditions are set out in the program descriptions for each program service / tour. The given prices include VAT according to the Taxation Laws and Regulations of Finland. Company reserves the right to change the prices in case of any unforeseen increases in costs (including but not limited to taxes, fuel prices etc.) beyond the control of Company.

#### Reservation:

Reservation received by Company is considered as confirmed upon reservation confirmation sent by Company to the consumer. Payment options will be presented in our web-shop, or in case of reservations are made on the spot, during the booking process.

#### Cancellation:

For cancellations/ changes / re-confirmations , please inform [info@taxari.com](mailto:info@taxari.com) and refer to your booking number. Cancellation inquiry shall be made in writing within office hours in Finland (9-16, +2 GMT). The requested cancellations are subject to the written approval of Company. Changes later than 14 days prior to groups arrival: Taxari Travel Agency Ltd. withholds the right to charge extra cost for changes.

#### Total cancellation\*:

- Cancellation more than 14 days before listed departure time, full refund of booking sum minus cancellation fee 25€.
- Cancellation 13-7 days before listed departure time, cancellation fee 50% of of the total amount to be charged .
- Cancellation 6-0 days before listed departure time, cancellation fee 100% of the total amount to be charged.

If we have to cancel a confirmed program due to the weather conditions, and are unable to reschedule the booked program we will refund 100% of the total booking sum.

**\*These conditions are valid if no other cancellation conditions are specified in the program description**

#### Changes:

For changes, please inform [info@taxari.com](mailto:info@taxari.com) and refer to your booking number. All changes or alterations to be made to the reservation shall be made in writing within office hours in Finland (9-16, +2 GMT). The requested changes are subject to the written approval of Company. Changes later than 14 days prior to groups arrival: Taxari Travel Agency Ltd. withholds the right to charge extra cost for changes.

#### Service language:

Language used for guiding and during all services is English if not otherwise stated or agreed.

#### Pregnant women:

Pregnant women should not use the snowmobile or the sledge pulled by the snowmobile as the vibrations and exhaust fumes may be harmful. If the program requires special organization (e.g. additional transport), Company shall not be responsible for the possible extra costs.



### **Photos and videos:**

Company reserves the right to use any photograph/video taken at safaris/ tours organized by the Company without the expressed written/oral permission of those included within the photograph/video. Company may use the photograph/video in publications or other media material produced, used or contracted by the Company including but not limited to: brochures, invitations, books, newspapers, magazines, television, websites, etc. Any person desiring not to have their photo taken or distributed must contact [info@taxari.com](mailto:info@taxari.com) in writing of his/her intentions and include a photograph. Company will use the photo for identification purposes and will hold it in confidence. Any person or organization not affiliated with Company may not use, copy, alter or modify Company photographs, graphics, videography or other, similar reproductions or recordings without the advance written permission of an authorized designee from Company.

## **GENERAL TERMS & CONDITIONS**

### **1. RESPONSIBILITY OF THE CUSTOMER**

The customer is responsible for doing the best to avoid the amount of damage. Company is not responsible for an accident that has been caused by a slight negligence or customers own negligence. The customer is responsible for all the damages caused by their equipment, staff, performers or audience for Company or to any third party that in accordance with the agreement is providing services together with Company. The customer is under contract to follow the instructions given by the staff of Company considering the venues, gear and equipment. The customer is responsible for following the timetable of the program. If the customer neglects this duty, Company has the right to charge the expenses caused by the neglect.

### **2. RESPONSIBILITY OF THE OPERATOR COMPANY**

Liability for damages considering transportation is limited by the legislation of transportation (agreements valid in Finland or internationally). Company is not responsible for indirect or unforeseen damages as losing profit or equivalent. Company is not responsible for damages caused by insuperable or unforeseen reason that Company could not prevent. Motives like these are for example war operations, natural catastrophe, infectious disease, strike and equivalent events. Company is responsible for informing the passengers immediately of this and aim to act in a way that the damages suffered by the passenger will stay as small as possible. The passenger has the right to compensation (from a damage to a person, item or property), which has been caused by an error in a performance of tour operator, if the mistake or accident is in consequence of negligence. The claim for compensation has to be presented in writing for the operator, not later than two weeks after the trip has ended, if there is no special reason for extending the time.

### **3. LIABILITY**

Company and our suppliers shall exercise pro-activity, contingency, due diligence and appropriate health and safety measures in accordance with the laws and regulations of Finland and Finnish standards of recommended practices of program services at all times when delivering offered services under these terms and conditions.

### **Liability Insurance**

Company and our suppliers have a General Third Party Liability Insurance for bodily injury and property damage according to the terms and conditions of If P & C Insurance Company Ltd.

### **Motor Liability Insurance**

All the coaches or other motorized transport vehicles used in traffic in Finland must have valid Motor Liability Insurance. The valid Motor Liability Insurance of the vehicle that caused the accident shall cover compensation for damages or injury resulting from a road accident. Under the provisions, any person suffering bodily injuries is entitled to receive compensation for the cost of medical treatment, pain and suffering, and handicap, in accordance with the terms and conditions of Motor Liability Insurance and laws and regulations of Finland. Compensations are based on tariffs in accordance with laws and regulations of Finland and orders of the Finnish authorities. Damages for property are by law limited up to EUR 3.300.000. But if an injured party has willfully or out of gross negligence caused his/her own injury, the injured party is not entitled to compensation. Company is not liable for any loss, injury or damage whether direct, indirect or consequential, arising from incidents or accidents during transfers, meals,



accommodation, games and other activities, dog excursions, reindeer excursions or other excursions and events in which snowmobile riding is not involved, except to the extent that such loss, injury or damage is caused by intention or by gross negligence. Personal travel insurance is therefore highly recommended. EU –and EEA and Swiss citizens, who have European Health Insurance Card, are entitled to medical services in Finland while visiting here, which will be provided in accordance with the legislation of the Finland. The Consumer agrees to indemnify and hold harmless Company and our suppliers, our officers and employees from and against liability for any indirect loss and costs arising from any negligent act or omission or from any breach of the Terms and Conditions.

#### **Self-Liability**

All snowmobiles used in safaris are insured as required by Finnish law and the coverage is subject to the above-mentioned Motor Liability Insurance terms and conditions. Safari participants are held liable for damages caused to snowmobiles. The amount of the compulsory deductible expense is at most €900.00 per driver per snowmobile per incident. The driver of the snowmobile must be at least 15 years of age and in possession of a valid driver's license. Finnish law prohibits driving a snowmobile under the influence of alcohol. Company reserves the right to change the routing and duration of all excursions if necessary according to the prevailing weather- and snow conditions or if deemed advisable for the sake of safety and the comfort of the participants. Company reserves the right to discontinue the safari if a participant is seen as a potential danger to him/herself or to others or is in poor health.

#### **4. OTHER INJURIES**

Company may only be held liable for personal injuries or material damage arising from accidents that have happened during the delivery of the offered services and which are caused by negligence of the Company or its employees or sub-contractors or by the provision of faulty equipment. Company is not liable for any accidental damage or injury which has to be indemnified under the travel insurance of a customer. Personal travel insurance is always highly recommended. Program services e.g. snowmobile and husky safaris can be physically demanding and the participants may be exposed to different kinds of physical strain. In case the Consumer is having any illnesses or disabilities (for instance heart disease, asthma, diabetes, epilepsy, back or hip problems) that could affect his/her ability to take part in the Services, or if she is pregnant, she/he should prior to participating any Services consult medical experts about her/his ability to participate in the Service in question. Should the Consumer have an illnesses or disability of this nature, he/she acknowledges that he/she participates in the Service at his/her own risk.

#### **5. ANIMALS**

All animals used in the Services (reindeer rides, horse rides and husky rides) are trained, as far it is possible for the activity. However, behavior of animals can never be fully predicted and therefore, in order to reduce risks, given safety and other instructions have to be obeyed.

#### **6. GUIDING**

**All our guides** have undertaken our own training program and are highly qualified. Snowmobile safaris begin with a driving lesson during which the participants are briefed on technique and safety rules. Guidance are provided in English, some of the other languages are available at an additional cost.

#### **7. CANCELLATION\***

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#### **8. SEVERABILITY**

If any part, term or provision of these terms and conditions is partly or wholly held invalid, illegal or unenforceable, the validity or enforceability of other provisions, extent part and remainder of these terms and conditions shall remain in full force and effect.

#### **9. APPLICABLE LAW AND JURISDICTION**

These terms and conditions shall be governed by and construed in accordance with the Finnish Law. The Finnish Courts shall have the exclusive jurisdiction to settle any dispute, controversy or claim related to such a demand. The District Court of Lapland (in Finnish: Lapin Käräjäoikeus), placed in Rovaniemi or Kemi, shall be the court of first instance.

#### **10. FORCE MAJEURE**

Neither Party shall be held liable for any default, damage or loss due to a condition force majeure or to unreasonable impairment of the Party's operations due to a similar cause (including but not limited to war, strike, weather, lack of snow, or other natural condition etc.). If encountered a force majeure condition, the Party shall immediately notify the other Party in writing thereof, and shall keep the other Party fully informed of the continuance of the force majeure condition and of any relevant change of circumstances whilst such force majeure continues. When encountered a force majeure conditions Parties shall also take all reasonable steps available to it to minimize the effects of the force majeure on the performance of their obligations under this contractual relationship.