

# Agreement terms regarding countryside holidays

These updated agreement terms, approved on 14 June 2011, have been negotiated by the Tourism Theme Group set up by the Rural Policy Committee and the Consumer Ombudsman.

## Section 1: Scope of application

These terms shall be applied to an agreement regarding a countryside holiday when a rural tourism entrepreneur has offered rural tourism services to a private customer or a group of two or more customers. To the appropriate extent, these terms shall be applied also when rural tourism services are offered otherwise, to businesses and other organisations.

## Section 2: Definition

In these terms, 'rural tourism services' shall refer to

- a) accommodation;
- b) accommodation and tourism services that are not fundamental to the trip as a whole, **or to**
- c) one or more of the following programme services: food service; catering, celebration, and meeting arrangements; organised opportunities for leisure activities, such as fishing, skiing, hiking, riding, canoeing, and forest excursions; and service-related instructions, guidance, and training (the Package Travel Act and the general package travel terms prepared within the scope of said act are applied to travel packages that are covered by the Package Travel Act).

## Section 3: Formation of an agreement

An agreement is created, and these terms become binding for the parties, when the terms have been made available to the customer and he or she has then made at least the advance payment.

## Section 4: Payment terms

If the service is reserved, at the latest, 28 days prior to the starting date, an advance payment of 25% of the total service price is to be made within seven days of making of the reservation; however, the total service price must always be paid, at the latest, 28 days prior to the service's starting date. If the reservation is made later, the full service price is to be paid when the reservation is being made.

If the reservation is made by phone, payment (advance payment or, if the consumer must pay the total service price when making the reservation as stated above, payment in full) must be made to the account specified by the entrepreneur within two banking days. The payment assignment must also include the service information (service duration, object, and product package name) and any reservation number provided by the entrepreneur. The customer must provide a receipt or other proof of payment before using the service.

If the customer fails to comply with the payment terms, the entrepreneur is entitled to deem the reservation cancelled and the agreement to be dissolved. The entrepreneur must notify the customer without delay as to the agreement's cancellation and return any payments made, less the costs of cancellation in line with Section 5.

### **Section 5: The customer's right to dissolve the agreement**

If the customer or another person close to him or her who lives in the same household suddenly falls seriously ill, falls victim to a serious accident or dies, or is faced with some other serious event (for example, significant damage to property, such as a fire at home – force majeure) in light of which it would be unreasonable to require him or her to participate in / partake of the holiday/trip/product, the customer is entitled to dissolve the agreement and receive a refund of the service price paid, less handling charges, the amount of which has been reported to the customer in advance. The payments will not be refunded if use of the service has already begun.

Any impediment as defined above must be reported without delay. An illness, accident, or other event preventing the use of the service must be demonstrated with a reliable certificate.

The customer has the right to dissolve the agreement without specific reason

- a) no later than 28 days prior to the service's start, by paying the handling charges of which he or she was notified in advance;
- b) less than 28 days but no later than 14 days prior to commencement of the service, by paying 25% of the total service price; and
- c) less than 14 days but no more than 48 hours prior to the service's start, by paying 50% of the total service price.

If the agreement is dissolved later or the customer does not notify the entrepreneur before the service's start that he or she will not be using the service, the entrepreneur is entitled to charge the service price in full.

The customer must always provide notification if he or she will not use the service or will use it on a considerably smaller scale – for example, if the number of persons or the duration changes from what was agreed. Notice must be given in writing or in another appropriate manner, sent to the address specified by the entrepreneur, in consideration of the conditions. The agreement is deemed dissolved or modified from the moment when the customer's notification has reached the entrepreneur. If the customer demonstrates that notification was sent to the right address at the appropriate time, the notification is considered to have arrived at the time when it should have reached the entrepreneur according to normal procedure, even if the notification arrived late or not at all.

If the entrepreneur is able to sell the cancelled service to a third party, the entrepreneur is obliged to refund to the customer the amount previously paid for the service to the extent that an equivalent service has been sold to a third party. However, the entrepreneur is entitled to deduct from the refunded amount the handling charges that were specified in advance.

### **Section 6: The entrepreneur's right to dissolve the agreement**

The entrepreneur is entitled to dissolve the agreement or interrupt provision of the service if force majeure, such as fire, a natural disaster, action by the authorities, a strike / industrial action, or a similar unforeseeable event independent of the entrepreneur, prevents or substantially impedes the service's provision. If the agreement is dissolved, the customer must be compensated in the amount of the full service price that has been paid or, in the case of interruption to service provision, a share that is equivalent to the unrealised portion.

The entrepreneur must notify the customer without delay of the impediment due to which the service will not be provided.

### **Section 7: Responsibility for fulfilment of the agreement**

The entrepreneur is responsible for the customer receiving the agreed services as they were marketed or as has been separately agreed for each reservation.

### **Section 8: Responsibilities of the parties and compensation for damages**

The customer is entitled to compensation for the damage that an error in the entrepreneur's performance has caused to him or her if the error or damage is caused by neglect on the part of the entrepreneur or an assisting entrepreneur used by the entrepreneur. Damages to be compensated for comprise, for example, additional costs resulting from the error and costs of services that have been rendered useless.

The entrepreneur is not responsible for damage caused by force majeure or some other unforeseeable factor that the entrepreneur or his or her assisting entrepreneur could not have prevented even by applying the most meticulous procedure. The entrepreneur must notify the customer of the impediment without delay and try to act in a manner that minimises the damage caused to the customer.

The customer must follow the clear instructions, warnings, and orders that the entrepreneur provides regarding the service's use and wear safety-related equipment as stipulated by the instructions. The customer is responsible for any damages he or she or a minor under his or her supervision causes to the entrepreneur or third parties, whether wilfully or through neglect.

The customer is obliged to ensure that he or she has the valid documents required for using the service, such as passport, visa, driving licence, firearms certificate, or proof of fishery fee payment. The entrepreneur is not responsible for any voluntary insurance the customer might need on the trip. The customer is responsible for his or her own insurance cover – for example, insurance against cancellation.

If the customer does not use all of the agreed services or uses them only in part, he or she is not entitled to a price reduction or refund on these grounds.

### **Section 9: Complaints and settlement of disputes**

The customer is obliged to make comments immediately to the entrepreneur or to his or her representative on any possible shortcomings that can be corrected during the service's use. Other complaints, about elements that could not have been corrected during use of the service, and claims for compensation must be made in writing to the entrepreneur within reasonable time from the moment the error was noticed or should have been noticed.

If the customer and entrepreneur do not come to an understanding, the customer may bring the matter before the Consumer Disputes Board for final resolution.