

BKWine Booking Terms and Conditions

2008-01-16

Version 1.1

Note: These booking conditions are based on the general packaged travel tours agreed between the travel industry and the Consumer Protection Authority (Konsumentverket) in Sweden and has been translated and adapted for an international environment and the specificities of the BKWine tours. The full original text can be found here:

http://www.resor.konsumentverket.se/mallar/sv/lista_artiklar.asp?lngCategoryId=1367

The paragraph numbering follows the official Swedish language version. The adaption of the text to BKWine travel has made some paragraphs redundant, which is indicated in the text. Some of the text in this document may sound slightly odd but that is because we have generally tried to follow the official Swedish text, which is applicable to any and all kind of package travel. We have chosen to do so in order to follow as closely as possible generally accepted terms and conditions for package tours.

To make it easier to see what is the standard text and what is specific for BKWine we have attached the suffix “-BK” to the paragraph numbering for those paragraphs that have been added, or modified, specifically for BKWine.

We advice you to carefully read these terms and conditions and to study in particular the sections concerning

- *Booking conditions*
- *Payment terms*
- *Cancellation terms*
- *Cancellation insurance*
- *Travel insurance*
- *Travel guarantee deposit*

0.-BK Terminology

“BKWine”, “Tour Organiser” – refers to the Swedish registered company BKWine AB, acting as the organiser of travel arrangements

“Traveller” – refers to a person or entity entering into contract for a travel or touring arrangement with BKWine

“Tour”, “Arrangement” – refers to the service provided, tour, travel or similar, by BKWine to The Traveller.

“Agreement” and “Booking” – any contractual agreement entered into between BKWine and The Traveller

1. The agreement

BKWine is responsible to provide to The Traveller services as can reasonably be expected as a consequence of The Agreement. This responsibility also extends to such services that will be delivered by third parties but are an integral part of The Tour.

1.1.1-BK “Principal Traveller”

In the case a Booking covers more than one person, one of the Travellers is designated as “Principal Traveller”. “Principal Traveller” is The Traveller who books The Tour and thus enters into an agreement with BKWine. All changes, including cancellations, must be made by the Principal Traveller. Accompanying travellers that wish to make changes to a booking must do so through the Principal Traveller.

In the remainder of this document “The Traveller” refers to “The Principal Traveller”.

1.1.2-BK Contact

The Traveller must give BKWine accurate information about how he can be contacted. As a minimum this includes name, address and telephone number. BKWine strongly recommends that The Traveller also supplies his mobile (cell) phone number and, importantly, email address. If accurate contact information is not supplied BKWine declines responsibility for all costs arising from inability to contact The Traveller with vital information about the Tour.

BKWine can be contacted on the address, telephone and email addresses specified on the BKWine web site and on the booking documents supplied by BKWine to the Traveller.

1.2

Travel should correspond to information given in brochures and catalogues by the Organiser. The Organiser may change information in catalogues or brochures before an agreement has been signed. This may only be done if it has been specified that such a change may occur and if the Traveller is informed of changes.

1.2.1-BK

Travel programmes published by BKWine on its web site, in brochures and other documentation is preliminary and subject to modification. See also 5.1.1-BK.

1.3

BKWine shall keep the Traveller informed about issues of importance to the traveller in connection with the Agreement.

1.4

Connecting travel arrangements or special arrangements are part of the Tour only if they have been sold or marketed together with the main Tour arrangement and sold for a package price, or for separate prices linked to each other.

1.5

The Agreement is binding for both parties when BKWine has confirmed the Booking in writing and the Traveller, within the specified time frame, has paid the booking fee according to the instructions from the tour organiser. The organiser shall confirm a booking within a reasonable time frame.

1.6-BK Changing bookings

A change of a Booking shall be considered as a cancellation of a booking and an entry into a new Agreement.

1.7-BK Traveller's responsibility to verify a Booking

The Traveller must verify that the Booking confirmation and other relevant travel documents from BKWine are correct and in accordance with the agreement without delay upon receipt. The Traveller should notify BKWine of any discrepancies immediately.

1.7.1-BK Special agreements

Any special arrangements or modifications of the travel arrangements relative to the program that have been agreed between the Traveller and BKWine must be specified in writing on the Booking confirmation in order to be valid.

2. Payment

2.1

The Traveller shall pay the fee for the Tour at the latest on the date specified by the agreement.

2.2 Not applicable

2.3. Not applicable

2.4

If the Traveller does not pay the agreed price according to the Agreement the Organiser has the right to cancel the agreement and retain the Booking fee.

2.5-BK BKWine payment conditions

The Traveller should pay the fee for the tour according to the following:

Booking more than one month before the beginning of the Tour:

- The Booking must be confirmed by the Traveller within five (5) days by paying a Booking Deposit (Booking Fee). The booking fee is specified in the program description for each Tour.
- The remainder of the price of the tour (i.e. the full price of the tour, including extras, such as single room supplement) should be paid to and received by BKWine no later than 30 days before the beginning of the Tour.

Booking later than one month before the beginning of the Tour:

- The full price of the Tour should be paid to and received by BKWine within four (4) days of booking.

If the traveller does not pay the Booking Fee within the specified time BKWine has the right to consider the booking as annulled and not booked. If the full price of the Tour is not paid within the specified time BKWine has the right to consider the Tour Booking as cancelled and to retain the Booking fee.

3. The Travellers right to cancel the tour

3.1 Traveller's right to cancel the booking

3.1.1-BK BKWine cancellation rules

The Traveller has the right to cancel his booking with the following conditions. If the Traveller cancels his booking:

- more than 30 days prior to the beginning of the Tour: the Traveller pays a fee equivalent to the Booking Fee
- 15-30 days prior to the Tour: the Traveller pays 30% of the full price of the Tour
- 8-14 days prior to the Tour: the Traveller pays 50% of the full price of the Tour
- 7 days or less prior to the Tour: The Traveller pays the full price of the Tour

3.1.2 to 3.1.5 Not applicable

3.1.6-BK Partial cancellation

If a traveller makes a partial cancellation (e.g. has booked two places on a tour and cancels one of them) then the Traveller may be subject to a supplemental charge. If a Traveller has booked more than one place on a Tour and then cancels one or more places, but not all, there may be a surcharge applicable for the traveller(s) that is (are) still booked. This supplemental charge may be due to single room supplement or similar elements in a Tour. Such supplements are described in the description of the Tour. This supplemental charge is payable by the remaining Traveller. Such a supplemental charge is only payable by the Traveller in the case where BKWine incurs additional costs due to the partial cancellation.

3.2-BK Cancellation insurance

BKWine does not provide cancellation insurance. A Traveller who wishes to subscribe to a "cancellation insurance" must do so independently. (A Traveller who has subscribed to a cancellation insurance from a third party is still fully responsible for payment to BKWine according to the payment conditions in the Agreement. The Traveller should address any reimbursement requests to the third party insurer.)

4. Travellers right to transfer the Agreement

4.1

The Traveller may transfer the Agreement to another person who qualifies to participate in the Tour. The Traveller must in a reasonable time before the beginning of the Tour inform BKWine of such a transfer.

4.2

If the Agreement is transferred to another person both the original Traveller and the “new” Traveller are jointly responsible to BKWine for payment of the Tour and for any supplementary costs that may arise due to the transfer, such extra costs not exceeding 20€ for BKWine.

5. Changes by the organiser before the tour and cancellation of the tour

5.1 The Organiser’s rights to change the conditions

The Organiser may change the terms and conditions of an agreement with a Traveller, to the detriment of the Traveller, only if this is explicitly specified in the Agreement.

5.1.1-BK Programme changes

The detailed programme for a Tour is sometimes defined later than the publication of the programme on BKWine’s site or in a brochure. The planned visits and other elements of the published programme are to be considered as preliminary. The final and definitive programme will have in all substance identical or equivalent characteristics to the preliminary programme unless the Traveller is informed by BKWine of substantial and significant changes.

5.1.2-BK Errors

BKWine declines responsibility for typographic and other inadvertent mistakes in programmes and price lists.

5.2 The Traveller’s right to annul the Agreement

The Traveller has the right to annul the agreement if the Organiser declares that he will not fulfil the substantial commitments in the program, which are of importance to the Traveller. The Traveller can also annul the Agreement if the terms and conditions are substantially changed to his detriment.

If the Organiser intends to break the agreement or wants to modify the terms and conditions, he shall inform the Traveller thereof and of the Travellers right to annul the Agreement according to the first paragraph.

The Traveller shall inform the Organiser within a reasonable time frame if he wishes to annul the Agreement, and unless he so does he forfeits his right to annul the Agreement.

5.3 Traveller’s right to substitution tour

If the Traveller annuls the Agreement according to 5.2 he has the right to a substitution Tour of equal quality as the one originally booked, if the Organiser can offer such a Tour. If the Traveller accepts a substitution Tour of lesser quality the Traveller has the right to compensation for the corresponding price difference.

If the Traveller chooses not to accept a substitution Tour, or if such a Tour cannot be offered, the Traveller has the right to be reimbursed without delay for any payments made for the Tour.

The above two paragraphs apply if the Organiser cancels the Tour without the Traveller being responsible therefore, except in the case given in section 5.4.1 below.

5.4 Traveller’s right to compensation, Organisers cancellation of Tour

In cases described in 5.3 the traveller may have the right to compensation from the Organiser if such is reasonable.

Right to compensation does not apply if the Organiser can show that

1. Fewer persons than the defined minimum number of persons for the tour registered for the Tour and the Traveller is informed in writing at a minimum 14 days before the Tour that the Tour is cancelled
2. The Tour cannot take place due to elements/events outside the control of the Organiser and that the Organiser could not reasonably have foreseen such elements/events when the Agreement was entered into, and that the Organiser could not reasonably have avoided or surpassed such obstacles.

5.4.1-BK Minimum number of participants on BKWine Tours

In the program description for each Tour the minimum number of Travellers is specified. It is also specified at what date this minimum number of travellers must have registered.

(Note: A typical BKWine Tour has a minimum of 10 participants. The date at which the minimum number of participants must be reached is typically 2 to 3 months before the beginning of the Tour. At that date it is decided whether the Tour will take place or not. Such an early date of decision is chosen in order to facilitate for the Traveller to arrange for any connecting travel or other arrangements.)

5.5 Price changes

In the case of an increased cost base for a Tour for the Organiser after the Agreement according to 1.5 has been entered into, the Organiser may raise the price of the Tour with an amount that reflects the increased costs if these are due to:

1. changes in transportation costs
2. changes in taxes, customs duties or fees for services that are part of the Tour

3. changes in exchange rates that affect the Organisers costs for the Tour

The price may be changed with an amount that corresponds to the Traveller's part of such increased costs as described in 1 – 3 above. Such price modification may only be done for changes above a minimum of 60 SEK. The price may not be raised within 20 days of the Tour. The Organiser must inform the Traveller without delay of such changes.

The price of the Tour should be lowered if the costs for the Organiser have decreased, no later than 20 days prior to the Tour, for the same reasons as detailed above, have decreased. The price should be modified only if the modification is superior to 60 SEK.

5.5.1-BK Traveller's modification of the Agreement

If the traveller modifies his booking BKWine has the right to charge a booking modification fee in accordance with any increased costs such a change leads to. The modification charge will be as a minimum 20€

5.6 Organiser's and Traveller's right to annul the Agreement due to major events etc

The Organiser and the Traveller may annul the Agreement, after it has come into effect as per 1.5, if, on or near the Tour destination or along the planned Tour route, events such as natural catastrophe, act of war, general strike or other major event ("force majeure") that substantially impacts the Tour or the conditions at the Tour destination occurs at the time of the Tour.

To judge if events are of such major characteristic as defined above Swedish or international authorities should be consulted.

6. Organiser's changes after the begging of the Tour, deviations from specifications

6.1 Services not delivered

If, after the beginning of the Tour, substantial parts of the services included in the Tour cannot be supplied as planned, the Organiser shall organise appropriate alternative arrangements without any surcharge for the Traveller.

If such a change leads to an inferior service to the Traveller, he may, if reasonable, be eligible for a price reduction or compensation.

6.2 Other issues and non-conformities

If other substantial deviations than such described in 6.1 occur the Traveller may be eligible for price reduction and compensation, if the deviations are not of his causing.

The Traveller does not have any right to compensation if the Organiser shows that the deviation is due to factors outside of his control and that he could not reasonably have been

expected to foresee when the Agreement was entered into, and that he could not reasonably have avoided or surpassed. If such deviations occur the Organiser shall give reasonable assistance to the Traveller.

6.3 Compensation

Compensation may include economic loss, personal injury and property damage.

Such compensation is defined according to applicable Swedish law and regulations.

It is the responsibility of the Traveller to as far as possible limit the damage.

7. Complaints and corrections

7.1

The Traveller cannot claim for deviations if he has not notified the Organiser of the deviation within reasonable time after he has discovered the deviation or could have reasonably been expected to notice it. The Traveller should, if at all possible, notify the Organiser during the Tour.

7.2

Disregarding 7.1 the Traveller can claim for deviations if the Organiser has acted grossly irresponsibly or against good faith and honour.

7.3

If the Traveller presents complaints that are not unreasonable the Organiser, or his on-site representative, should without delay try and find an appropriate solution.

7.4-BK Corrections

Any complaints or claims should in the first instance be addressed to BKWine's on-site representative. If reasonable correction cannot be organised and this would motivate partial repayment or compensation, this will be counted from the time when the complaint or claim is presented to BKWine's representative and to such time when a reasonable solution has been found. Any claim for repayment or compensation must be done in writing to BKWine no later than two months after the end of the Tour.

8. The responsibility of the Traveller during the Tour

8.1 Instructions by the Organiser etc.

The traveller shall follow instructions given by the BKWine representative for the good conduct of the Tour. The traveller shall follow reasonable code of conduct for the Tour, for transport, hotel etc and behaviour should be such as to not disturb fellow travellers or others.

If the Traveller in a significant way deviates from appropriate code of conduct the Organiser may cancel the Agreement.

8.2 The Traveller's responsibility for damage

The Traveller is responsible for damage caused by him to the Organiser or to others by, for example, not following given instructions.

8.3 Passport, visa, health regulations

Before agreement is concluded the Organiser shall give appropriate information to the Traveller about any applicable health regulations, to the extent that it is of importance for the Traveller, and about passport and visa regulations for citizens of the European Economic Community.

The Traveller is responsible to make appropriate personal preparations or arrangements for the Tour, such as, if needed, having a valid passport and visa, vaccination, insurance etc.

The traveller is responsible for any costs due to him not having made such personal preparation and arrangements, e.g. cost of home transport due to not having a valid passport when required, unless such issues arrive from the Organiser having given wrongful information to the Traveller.

8.3.1-BK Vaccination

Some countries require specific, compulsory vaccination on entry; for some destinations vaccinations are required. BKWine destinations typically do not require any specific vaccinations. However, the Traveller is responsible for verifying what requirements for vaccination exists for him to the Tour destination of the BKWine Tour.

8.4 Traveller leaving the Tour

If a Traveller during the course of a Tour leaves the Tour he must inform BKWine or BKWine's on-site representative beforehand.

8.5-BK Travel insurance

The Traveller must arrange for his own personal travel insurance independently with a third party for the Tour (theft, health, repatriation, liability, accident, capital, etc). BKWine does not provide personal travel insurance.

BKWine is not responsible for any costs due to Traveller not having arranged for personal travel insurance.

9. Disputes and jurisdiction

The parties should endeavour to resolve any disputes arising from the Agreement through amiable negotiation. If the parties cannot reach an agreement the matter may be taken to the Public Complaints Commission or to court.

9.1-BK Jurisdiction

The Agreement is governed by Swedish law.

Any conflicts not resolved by negotiation between the parties can be taken to for resolution to Swedish administration and courts only.

9.2-BK Translation

The official text of the terms and conditions of the Agreement between the Traveller and BKWine is the Swedish version that can be found on the BKWine site, based on the Consumer Protection Agency's standard text. This English version is a translation of the official text. We have made every effort to provide an accurate and correct translation and it is provided in good faith as a guidance to the Traveller.

10-BK Age of Traveller

The minimum age to travel on a BKWine Tour is 18 years. Exceptions to this rule can be made for children accompanied by parents. In such a case the Traveller must contact BKWine beforehand and discuss the matter.

11-BK Health

There are no specific health requirements to participate in the BKWine Tours. However, the nature of the Tours is such that the Traveller can be expected to stand up during longish periods of time when visiting wineries, vineyards, wine cellars etc. The Traveller can also be expected to walk certain distances when visiting vineyards or wineries and sometimes negotiate flights of stairs. Transport during the tour, as well as hotels, are normally not adapted for wheel chairs or disabled people. Travellers of great age, or of such physical health, that may have difficulties standing or walking, or who may have other health conditions (e.g. serious allergies) that may affect their participation in the Tour and the appreciation thereof should contact BKWine for advice on the question before booking (or as soon as such a health situation occurs).

11.1-BK Health care

BKWine recommends the Traveller makes sure that he has the European health insurance certificate that can be had from appropriate government health authorities within the European Union, for travellers coming from EU countries. BKWine also recommends that the Traveller considers organising for a third party travel health insurance. See also 8.5.

12-BK Pets

Pets are not allowed on BKWine Tours.

13-BK Travel guarantee deposit

BKWine is a Swedish registered travel organiser. Travel guarantee to The Legal, Financial and Administrative Services Agency ("Kammarkollegiet") in Sweden has been made according to Swedish and EU law. This is similar to the travel guarantee sometimes required

in other European countries and based on the EU directive 90/314/EEG. This is an additional safeguard for the Traveller with BKWine.

(Note: An English language version of the Swedish Travel Guarantee Act is available here: <http://www.kammarkollegiet.se/resegar/Travel%20Guarantee%20Act%20.pdf>).

This travel guarantee deposit is there to protect you financially in the unlikely event that the travel Organiser goes out of business.

For British based travellers the easiest explanation is to say that this is similar to the financial protection offered by members of ABTA (The Association of British Travel Agents – “The Travel Association”).