

Terms of contract applicable to countryside holidays

1 §. Scope of application

These terms are applicable to a contract concerning countryside holidays when a travel entrepreneur offers rural tourism services to an individual customer or a group comprising two or more individuals. Where relevant, the terms shall apply also when rural tourism services are offered to other companies or associations.

2 §. Definition

The phrase "Rural tourism service" as used in these terms refers to:

- a) accommodation;
- b) accommodation and any other tourism service which is not substantial from the perspective of the totality; or
- c) any or several of the following: meals, the arrangement of a buffet, party or meeting; the arrangement of leisure and recreational opportunities, such as fishing, skiing, hiking, horseriding, canoe and forest excursions as well as direction, guidance and training in association with these services.

3 §. Conclusion of a contract

A contract shall be concluded and these terms shall become binding on the parties when the terms have been presented to the customer and he or she has then made at least an advance payment.

4 §. Terms of payment

If a service is booked at least 28 days before the date on which it is to begin, an advance payment amounting to at least 25% of the total price of the service shall be made within 7 days of the booking, and the full price of the service shall be paid not later than 28 days before the date on which the service is to begin. If a booking is made at a later date, the full price of the service is payable upon booking.

If a booking is made by telephone, the payment (an advance payment or the full price if this is payable by the consumer as specified in the foregoing) must be made within two banking days to the account stated by the entrepreneur. The payment order must specify also the details concerning the service (duration of service, place, name of product package) and any reservation number that the entrepreneur may have provided. Before using a service, the customer must present a receipt or other evidence of payment.

If a cancellation occurs during a holiday, the sum paid by the customer will not be refunded.

If a customer fails to honour the terms of payment, the entrepreneur is entitled to regard the booking as cancelled and the contract as null and void.

5 §. The customer's right to rescind a contract

In the event of a customer or another person belonging to the same household suddenly becomes ill, suffers a serious accident or dies, the customer is entitled to rescind the contract and receive a refund of the price paid for the service, less a service charge, the amount of which has been notified to the customer in advance. However, the payment will not be refunded if the use of the service has already begun.

Any impediment in the way of arrival must be notified to the entrepreneur immediately. A doctor's certificate must be presented when illness or accident has prevented use of the service.

The customer is entitled to rescind a contract without a separate reason,

- a) not later than 28 days before the date on which the service is to begin, by paying the service charge specified in advance;
- b) later than 28 days but not later than 14 days before the date on which the service is to begin, by paying 25% of the full price of the service;
- c) later than 14 days but not later than 48 hours before the time when the service is to begin, by paying 50% of the full price of the service.

If a contract is rescinded at a later time or the customer fails to notify the entrepreneur, before the service is to begin, of his or her intention not to use the service, the entrepreneur is entitled to charge the full price of the service.

The customer must always announce his or her intention not to use a service or to use it substantially less than agreed, for example by changing the number of persons or the duration from what has been agreed. This notification must be made in writing, or in some other appropriate manner under the circumstances, to the address stated by the entrepreneur. A contract shall be deemed to have been rescinded or altered at the moment when the customer's notification has reached the entrepreneur. If the customer shows that notification has been made to the right address at the right time, the notification shall be regarded as having arrived by the time at which it should, in the regular course of events, have reached the entrepreneur, even when the notification has been delayed or not reached the address for which it was intended.

If an entrepreneur succeeds in selling the same service to a third party, the entrepreneur is obliged to refund to the customer a payment received earlier from the customer, to the extent that the sum received from the third party covers it. However, the entrepreneur is entitled to deduct from the refundable sum the service charge that has been stated in advance.

6 §. The entrepreneur's right to rescind a contract

The entrepreneur has a right to rescind a contract or terminate provision of the service if an insuperable impediment, such as a fire, force majeure, a measure on the part of the authorities, a strike or any comparable unforeseeable event over which the entrepreneur has no influence prevents or substantially impedes provision of the service. If a contract is rescinded, the full amount paid must be refunded to the customer, and if provision of the service is interrupted, that part of the price corresponding to the unrealised part of the service is refundable.

The entrepreneur must immediately inform the customer of an impediment due to which a service can not be implemented.

7 §. Responsibility for implementation of a contract

It is the responsibility of the entrepreneur to ensure that the customer receives the services stipulated in the contract in the form that they are marketed or as separately agreed with respect to each booking.

8 §. Responsibility of the parties and compensation for damage

The customer has a right to compensation for damage which a defect in the entrepreneur's performance has caused him or her if the defect or damage is due to the negligence of the entrepreneur or another entrepreneur whose assistance he or she has used. Examples of damages for which compensation must be paid include the excess expenses that the fault has caused the customer and costs that have become useless.

The entrepreneur bears no responsibility for damage attributable to force majeure or any other unforeseeable cause which the entrepreneur or another entrepreneur whose assistance he or she has used could not have prevented even by acting with the greatest-possible care. The entrepreneur must immediately inform the customer of an impediment and strive to act in a way that the damage suffered by the customer is as minimal as possible.

The customer must observe the guidelines and rules specified by the entrepreneur in relation to the use of the service and will be responsible for any damage caused by him or her to the entrepreneur or a third party.

The customer is under an obligation to ensure that he or she has the valid documents which are a priori conditions for using the service, e.g. passport, visa, firearms certificate, receipt for fisheries-management fee, as well as the insurance cover that he or she considers necessary.

If a customer fails to use the agreed services or uses them only in part, he or she will not be entitled on this basis to a price reduction or refund.

9 §. Complaints and settlement of disputes

The customer is obliged to complain immediately to the entrepreneur or to his or her representative about any defects that can be rectified already while the service is being used. Any other complaints concerning defects which could not have been put right during use of the service and demands for compensation must be made in writing to the entrepreneur, normally within one month of the use of the service having ended.

In the event of the customer and the entrepreneur failing to reach agreement, the customer can refer the matter in dispute to the Consumer Complaints Board for resolution. If the matter is taken to litigation, jurisdiction shall reside with the District Court in the customer's place of domicile.