

## **GENERAL TERMS AND CONDITIONS FOR AGENTS**

These general terms and conditions for agents shall obtain between Strömme Turism & Sjöfart AB (STS), and any party who, either directly or through another party, concludes an agreement with STS in accordance with the provisions of the confirmation (the CLIENT).

The agreement may be in respect of transportation, the purchase of other products and services, or a combination of the same (event/arrangement) for the following brand names:

*Strömme Kanalbolaget, Stockholm Sightseeing, City Sightseeing, Open Top Tours, Cinderellabåtarna, Birka Vikingastaden, Strömme Skärgårdsbåtar and Paddan Sightseeing.*

## **WHO IS LIABLE?**

The responsible tour organiser is Strömme Turism & Sjöfart AB, of Svensksundsvägen 17, 111 49 Stockholm, Sweden. Tel +46 (0)8-1200 40 00. Corp. ID no. 5560515818. VATNO SE5560515818.

## **THE AGREEMENT, ETC.**

As the organiser, STS has a responsibility to the AGENT for those services that the latter may expect by reason of the agreement. The responsibility also applies with regard to any services that shall be rendered by any party other than STS. Information contained in catalogues, brochures and on the website shall be binding upon STS, but may be amended before the agreement is concluded if a clear reservation to that effect has been made and the AGENT has been clearly informed of the change. STS makes reservation for any printing or proofreading errors. As the organiser, STS is liable to ensure:

- That the AGENT receives written confirmation of their reservation and other necessary documentation;
- That details of how payment is to be made is provided and that the AGENT is otherwise informed of other issues of importance in connection with the event/arrangement;
- That the event/arrangement corresponds to the description contained in the confirmation. STS shall not be liable for undertakings that may have been given by third parties directly to the AGENT without STS' knowledge and of which STS was not aware, nor should have been aware. (Try and get such undertakings in writing, for safety's sake.)

The following terms shall have the following import within the context of these General Booking Terms & Conditions:

Departure – the time when the GUEST departs from the departure point;

Arrival – the time when the GUEST arrives and ends their journey;

Onboard – when the GUEST is on any of STS' boats or coaches.

## **BOOKING**

The booking shall be made by logging in to the website up until one hour before departure.

Unspecified, prepaid tickets with an open departure time shall be valid where space permits and shall be redeemed for tickets at the relevant ticket offices.

## **COMMISSION**

An online booking pays 16% commission on tickets sold (ex. VAT), for the above-mentioned brand names.

No commission shall be payable to the AGENT in connection with advance bookings made by telephone to Strömme's Sales Department.

## **BOOKING FEE**

A booking fee of SEK 100 per booking will be charged in conjunction with advance bookings by telephone via Strömme's Sales Department, irrespective of the number of persons in the party.

## **VOUCHERS/FREE SALE**

Vouchers/tickets issued by the RETAILER only apply if the RETAILER has a separate written agreement with STS.

## **WHEN DOES THE CLIENT'S BOOKING BECOME BINDING?**

The booking is binding upon both STS and the AGENT as soon as STS has confirmed the booking and the AGENT has, within the agreed time, paid the agreed fee for the booking.

## **CONFIRMATION/VOUCHER**

The RETAILER prints both the confirmation and a valid voucher from the reservation system.

### **• Transportation bookings**

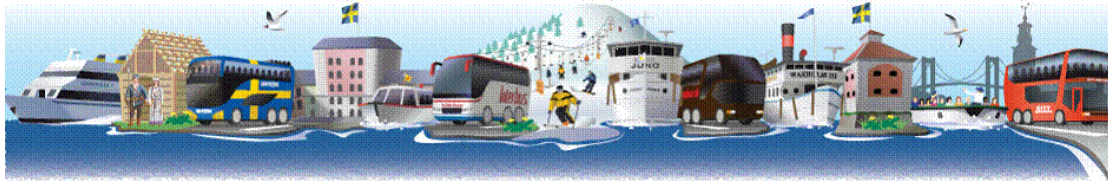
When the event/arrangement involves transportation only, the value of the booking shall be debited by invoice.

### **• Transportation and food bookings**

When the event/arrangement involves transportation with a place in the dining salon (à la Carte), the value of the transportation shall be debited by invoice. The remaining sums for food and drink shall be paid onboard by the guest.

### **• Package bookings**

When the event/arrangement involves packaged events/arrangements (transportation and food), the value of the booking shall be debited by invoice.



#### **DISCOUNTS**

- Two children aged between 0 and 5 travel free per fully paying adult.
- Children aged 6-11 pay 50% of the adult price.
- No group discounts.

#### **INVOICING**

30 days' payment terms shall obtain. Aggregate invoices after completion of transportation shall be issued per calendar month. The number of spaces booked in the booking shall form the basis for the invoice.

#### **WHAT HAPPENS IF THE AGENT WISHES TO CANCEL/REBOOK?**

The AGENT shall make any cancellations and alterations to bookings by logging in to the website. The AGENT may not, in conjunction with bookings of combinations of events/arrangements sold by STS for a predetermined price (package deal), cancel individual components of the event/arrangement.

#### **CANCELLATION RULES FOR 1-9 PEOPLE**

- STS will keep 100% of the value of the booking when a product ordered is cancelled less than 24 hours before departure.
- The entire amount will be refunded if the booking is cancelled no later than 24 hours before departure.

#### **CANCELLATION RULES FOR 10 OR MORE PEOPLE**

- If cancellation occurs 8-20 days before the day of the arrangement, a fee corresponding to 50% of the booking value will be charged.
- If cancellation occurs 0-7 days before the day of the arrangement, a fee corresponding to 100% of the booking value will be charged.

#### **ALTERATIONS BY STS AND THE AGENT'S RIGHTS, ETC.**

STS may alter the terms of the event/arrangement to the extent that the AGENT can be offered other, equivalent services. If STS incurs increased costs after the point when the agreement has become binding on both parties, STS may increase the price of the transportation in an amount corresponding to the increase in costs, if the cost increase is due to changes in taxation or other charges in respect of services included in the event/arrangement.

The price may not be increased during the final 20 days before departure and the AGENT shall be notified immediately. The price of the event/arrangement shall be reduced if STS' costs are reduced for the reasons specified above, more than 20 days before arrival.

If the event/arrangement cannot be laid on in accordance with the confirmation and these terms and conditions, and STS is unable to offer the AGENT other, equivalent services, the AGENT shall be entitled to waive the agreement. The AGENT shall also be entitled to waive the agreement if the terms and conditions are changed significantly to his detriment. STS must, under such circumstances, provide a full refund of all amounts paid. The AGENT shall notify STS personnel onboard of errors that occur during the transportation in order to afford STS the chance to rectify them. The AGENT shall otherwise not be entitled to call attention to the error.

The maximum amount of any damages payable in respect of such losses as are comprised by the provisions of the Swedish Maritime Code (1994:1009) shall be the amount specified in the said legislation in the wording applicable when the loss occurred. It shall be incumbent upon the AGENT, as far as possible, to minimise the loss.

Any liability on the part of STS to pay damages shall lapse if STS is able to demonstrate that the transportation could not be provided due to circumstances beyond STS's control and which STS could not reasonably have anticipated when the agreement was entered into and whose consequences STS could not reasonably have avoided or overcome.

#### **DOGS AND CATS ONBOARD**

Dogs/cats may be taken on the fore or aft deck on a lead. They are not permitted in the dining salon or cafeteria or onboard sightseeing boats or coaches. The lead requirement also applies at Birka and Drottningholm.

#### **WHAT HAPPENS IN THE EVENT OF A DISPUTE?**

The AGENT should contact STS with any complaints. If the AGENT and STS fail to reach agreement during negotiations, they may approach the Swedish Board for Consumer Complaints or a public court of law.

#### **WAR, NATURAL DISASTERS, STRIKES, ETC.**

Both Parties shall be entitled to waive the agreement if the event/arrangement cannot be provided due to acts of war, natural disasters, industrial disputes, extended interruptions to the water or energy supply, fire, or other similar major incidents which neither Party could either predict or influence.