



Travel terms and conditions

These general terms and conditions (“T&Cs”) apply between you (“You” or the “Customer”) and Gotogate International AB (“We” or “Us”), the operator of the booking portal hr.mytrip.com (hereinafter referred to as the “Portal”). It is requested that You read these T&Cs carefully prior to using the Portal. By using the Portal, You agree to these T&Cs. If You do not accept these T&Cs, We ask that You refrain from using the Portal and exit the website.

If you purchase a package travel that is covered by the Package Travel Act , only Appendix 1 and Chapter 8 of these General Terms and Conditions apply (the latter only if one or more of our own services are included in your package travel).

You must be at least 18 years of age and act in your role as a private consumer to make a booking on the Portal. A private consumer is, as opposed to a business, a natural person who enters into a legal transaction for purposes which are predominantly outside its commercial and/or self-employed activities.

The operator of the Portal and your contractual partner for using the Portal is:

OY SRG FINLAND AB (Mytrip)

PL 720

00101 HELSINKI-FINLAND

E-mail: info@support.hr.mytrip.com

Telephone: 00385 17757109

The T&Cs are set out as follows:

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APPENDIX 1 - GENERAL TERMS AND CONDITIONS FOR PACKAGE TRAVEL

1. SCOPE OF SERVICE

1.1. Mediation of Travel Services

1.1.1. For the flight, hotel, insurance and car rental services offered on the Portal (collectively referred to as “Travel Services”), We exclusively act within our capacity as an intermediary. To that end, our role and obligations are limited to mediating Travel Services that will be rendered by third parties such as airlines, travel operators, hotels, insurers, car rental companies or other service providers (hereinafter in each case “Service Provider”).

1.1.2. Consequently, the agreement for the actual provision of Travel Services (e.g. transport contract, insurance contract, rental agreement) comes into effect directly between You and the relevant Service Provider. We are not a co-vendor of the Travel Services and We are not a party to the contractual relationship between You and the Service Provider.

1.1.3. By using the Portal to purchase Travel Services, You authorize Us to mediate with the corresponding Service Provider(s) on your behalf, including mediation of the payment for these Travel Services, in order to take care that the transaction between You and the Service Provider(s) is carried out. The price issued for the actual Travel Services may include a commission for the services we render for mediating the agreement between you and the relevant Service Provider.

1.1.4. Responsibility for the actual performance of the Travel Services mediated through the Portal is exclusively held by the relevant Service Provider. In our role as an intermediary, We do not assume any responsibility for the Travel Services to be rendered by the Service Providers and We make no representations or warranties (neither expressed nor implied) regarding the suitability or quality of Travel Services mediated on the Portal. For any claim You may have in context with the performance or non-performance of the Travel Service, the Service Provider is the responsible addressee.

1.1.5. Should You have the opportunity to request special wishes (such as special meals, disabled facilities or child seats) when booking Travel Services, We will pass on your request to the relevant Service Provider. However, We cannot take any responsibility on whether the Service Provider can actually fulfil such wishes.

1.2. Our own Services

Apart from mediating Travel Services as stated in Section 1.1 above, there are also additional services (other than Travel Services) available through the Portal which We, ourselves, are responsible for providing. For such additional services, You enter into a direct contractual relationship with Us. In each case, we clearly inform you if and to what extent we offer own services instead of only mediating third party services.

Our own portfolio of services may vary over time. Some of our own services are described in Section 8. For additional services not set forth in these T&C's, a detailed description of such additional services as well as information about our fees and supplementary terms and conditions for booking and usage, is provided to You over the course of the booking process.

1.3. Applicable contractual conditions

1.3.1. These T&Cs apply to the mediation of Travel Services according to Section 1.1 as well as for our own services pursuant to Section 1.2.

1.3.2. For the agreement between You and the relevant Service Provider (Section 1.1.2), the general terms and conditions of the relevant Service Provider (such as conditions of carriage, transfer conditions, insurance conditions or the like), as issued by the Service Provider apply. Such general terms and conditions of the relevant Service Provider will be notified to you over the course of the booking process. As the Service Provider's terms and conditions may include provisions relating to liability, cancellation, changes of bookings and refunds (if available) and other restrictions, You are advised to read those terms carefully.

2. BOOKING PROCESS AND CONTACT INFORMATION

2.1. During the booking process, You are provided with the technical means needed to detect errors in entry forms and to correct them prior to submitting your booking request. You are requested to check all data for accuracy before concluding your booking request. Subsequent change requests may lead to significant additional costs.

2.2. We might need to contact You, e.g. in case of subsequent changes to the purchased Travel Services. You must submit accurate contact information such as your telephone number and email address. You must also continuously check if You have received a message from Us.

It is also your responsibility to ensure that You are able to receive our messages. We are not responsible if You do not receive a message from Us due to circumstances reasonably outside of our control including, but not limited to the following: (i) You gave us an incorrect email address; (ii) your email settings won't allow our email to reach You; or (iii) your email settings treat our email as spam.

3. MEDIATION OF FLIGHTS

3.1. Conclusion of contract and price changes

3.1.1. After You submitted your booking request, We will confirm receipt of your request via email. This is the moment that the mediation contract between You and Us comes into existence. If You do not receive such confirmation within one hour of completing your booking request, and none of our operators has contacted you by email or telephone to indicate any problems, please contact us by telephone for verification.

3.1.2. As soon as your requested tickets have been issued, You will receive a confirmation email with a ticket number. This is the moment a binding contract between You and the relevant airline(s) has been concluded.

3.1.3. Prices for the flight and seat availability are added directly in the Portal by the applicable airline. If changes are made by the airline that are outside of our control (e.g. price changes, seat availability or something else) and that occur after a booking request has been made, but before the contract with the airline has become binding (as set out in Section 3.1.2 above), the contract will not enter into force and your payment will be refunded in full. We may contact You and give You the option to accept the changed price during ordinary opening hours, however no later than 24 hours after We have been made aware of the price change or the first weekday following such 24-hour period.

3.2. Information on booking and transport conditions

3.2.1. Regarding the flights offered on the Portal, We exclusively act within our capacity as an intermediary. The agreement for the performance of the flight comes into effect directly between You and the relevant airline and We do not accept any contractual responsibility related to the performance or non-performance of your flight. The operating airline is solely responsible for performance / non-performance of your flight.

3.2.2. Before You conclude the booking, the terms and conditions of the relevant airline(s) will be made available to You.

3.2.3. When mediating Travel Services rendered by airlines, We are not guaranteed access to the airline's booking system. Where this is the case, We may act on your behalf in concluding the contract between You and the airline. We may also ask You to contact the relevant airline directly for questions on bookings, changes or cancellation of your booking. If You have purchased our Flexible Ticket service (see Section 8), all rebooking requests must however be made through our customer service as set out in Section 8.1.4. You may receive two booking confirmations – one from us and one from the relevant airline. If You have received two booking confirmations, please use the booking confirmation of the airline for check-in.

3.2.4. Below, by way of a general overview, We provide information on conditions related to booking and transport typically applied by airlines in such or at least a similar way. However, any deviating provisions of the relevant airline prevail over the general information provided in this Section 3.2.4. Therefore, in each case, please check the applicable terms and conditions of the relevant airline prior to your booking.

a. Flight times/check in

All flight times specified are local. Next-day arrivals are indicated with a "+1" on the timetable. The stated flight times are preliminary and subject to change on short notice after the ticket has been issued; for example, due to restrictions by flight control, the weather, or functional restrictions by the airline. Please keep yourself informed of the current times well ahead of your flight.

Please comply with the check-in times stated by the airline. The airlines are entitled to refuse boarding if You are late for check-in. Kindly observe that some airlines encourage check-in through their own website as they may charge a check-in fee when checking in manually at the airport.

b. Combination of individual tickets

A combination of two separate one-way tickets instead of a roundtrip ticket is clearly marked as such during the booking procedure. The tickets are treated independently from one another in the event of cancellation, change, disruption of air traffic such as strikes and changes to flight schedules. Each airline's own regulations will apply.

Flight tickets with different booking numbers are always regarded as journeys that are independent of each other.

c. Flight tickets with several segments/order of use

Your roundtrip ticket or one-way ticket may consist of several segments. According to the conditions of most airlines, such flight segments are to be used in sequence. If not, many airlines will refuse transport on subsequent flight segments (e.g. failure to use one segment of a journey could invalidate the rest of the ticket). For roundtrip tickets a no-show on Your outbound flight may result in Your inbound flight being cancelled by the airline

d. Pregnancy

Some airlines refuse to transport women who are past week 28th of pregnancy at the time of the outward or return flight. If you are pregnant You must clarify with the airline and your doctor whether or not You can commence the journey.

e. Infants and child tickets

Please contact the airline to obtain the conditions for traveling with a child who does not have a separate seat. Usually, children above the age of 2 years require a separate seat, while children between the ages of 0 and 2 years travel as infants and will not be allocated a seat of their own. If the infant reaches the age of 2 before the end of the trip, a child ticket must be booked for the entire trip. Infant tickets cannot be booked before birth, as the correct name and date of birth must match those stated in the passport. We will not reimburse any expenses that arise if the wrong type of ticket is booked from the outset.

f. Unaccompanied minors

We do not mediate the booking of any tickets for unaccompanied minors. Children under 18 years must be booked for a journey in the company of an adult. Some countries and airlines refuse entry to children under 18 years unless accompanied by a legal guardian. Please note that some airlines require children under the age of 18 to bring a birth certificate to travel.

g. Lost/damaged luggage

Within our capacity as an intermediary, We accept no liability for lost or damaged luggage. Any problems should be reported immediately to the representative of the airline at the airport.

h. Transit and overnight accommodation

Generally, ground transportation and/or overnight accommodation during your trip is not included in the flight ticket price. You are personally responsible for checking ground transportation timetables and prices.

i. Connection times between flights

Standard tickets booked on the Portal have approved connection times. The times required for making connections between flights are calculated by the airlines. If a flight segment is delayed and leads to a missed connection, the airlines are obliged to assist You in reaching your final destination (see Section 11.1).

When separate tickets are booked, the airlines bear no responsibility for missed connections resulting from delays. Therefore, it is your responsibility to ensure that the connection time is sufficient according to the airlines and airports. Any additional costs incurred on account of missed connections will not be reimbursed.

j. Double booking

A double booking means that two or more bookings with the same passenger name have been made with the same airline. If You have a double booking, the airline may cancel the trip(s). This may also occur if the bookings have been made with different travel agencies. We are not responsible for cancellations made by the airlines, nor for denied refunds from airlines, in cases where they suspect a double booking.

3.3. Airlines banned from operating in the EU (black list)

Please note that certain airlines are prohibited from operating within the EU, according to a decision made by the European Commission in close consultation with the national air transport authorities. Such airlines are prohibited because they are considered unsafe or not subject to adequate control by the authorities of their country.

You can check which airlines are affected by an operating prohibition via the following link:

[Black List \(List of airlines not permitted to operate in the EU\)](#)

3.4. Timetable changes and cancellation by airlines

3.4.1. Your agreement with the applicable airline may allow them to cancel or amend your bookings. We will notify You of any changes once We are informed of them by the airline.

3.4.2. The flight times shown in your booking confirmation may change between the date of your booking and the date You actually travel. We recommend that you stay updated and contact your airline at least 72 hours before the scheduled departure of the flight to ensure that the flight (and any connecting flights) will depart on schedule. We have no control over airline's schedule changes and accept no responsibility for costs that may arise as a result of such changes.

3.5. Changes and cancellations requested by You

3.5.1. The conditions for changing flight bookings (including change of passenger name, destination, and date of travel) and for providing cancellation refunds are set by the relevant airline, which is your contractual partner for providing the flight. We, as the intermediary, have no influence over such conditions.

3.5.2. If You wish to make a change to your booking or request a cancellation refund, as an additional own service, We offer to handle the request on your behalf, provided that the conditions of the airline permit such a change or cancellation refund. During the process of booking such additional services, we will inform You of any further conditions and fees for such services. Alternatively, you can, of course, approach the relevant airline directly.

3.5.3. In order for us to be able to handle the changes requested by You, it is necessary that We receive your change requests at the latest 24 hours prior to the commencement of travel (only by telephone). If You have purchased our Flexible Ticket service, see section 8.

For change requests at shorter notice, we recommend that You contact the relevant airline directly.

3.6. Non-Appearance or Non-Attendance of the Flight

You hereby authorize us to cancel the non-used flight on your behalf in case of non-appearance or non-attendance of the flight and to request possible refunds from the airline on your behalf. We are entitled but not obligated to do so and your right to request refunds directly from the airline remains unaffected.

4. MEDIATION OF HOTEL BOOKINGS

Hotel services booked via the Portal are mediated by EAN.com L.P. ("Hotels.com").

All queries in connection with the booking and any change or cancellation request must therefore be made directly to Hotels.com. You can find the contact details for Hotels.com here:

Phone number: 020 3788 4352

[You can access the terms and conditions of Hotels.com here.](#)

5. MEDIATION OF RENTAL CAR BOOKINGS

Rental car services booked via the Portal are mediated by Traveljigsaw Limited ("Rentalcars.com").

All queries in connection with the booking and any change or cancellation requests must therefore be made directly to Rentalcars.com. You can find the contact details for Rentalcars.com here:

[For local contact details please see Rentalcars web site.](#)

[You can access the terms and conditions of Rentalcars.com here.](#)

6. SPECIAL PROVISIONS FOR THE MEDIATION OF BOOKINGS OF MULTIPLE SERVICES

The Portal offers the possibility to mix and match multiple individual services as You wish (e.g. flight + hotel). In this case, You instruct us to act as an intermediary for the booking of various travel services from various suppliers. The relevant suppliers will be clearly presented to You during the booking procedure before the booking is completed. In the event that You combine individual services, no travel contract is concluded between You and us; instead, You conclude several contracts for the provision of individual services with each separate supplier. In this case, We solely operate within our capacity as an intermediary in relation to each individual travel service.

7. INFORMATION ON PASSPORT, VISA AND HEALTH PROVISIONS

7.1. Passport, visa and/or health requirements can change and You should therefore check with the relevant authority (embassy, consulate etc.) well in advance of travel. It is your responsibility to be in possession of a valid passport and, if appropriate, a visa. It is important to remember to include all transit points in your journey which may also require You to obtain a visa. It can often take some time to obtain a visa, so You are advised to apply well ahead of time. We accept no responsibility for customers who do not possess the correct documents.

7.2. Each destination has its own requirements as far as entry formalities, vaccinations, etc. which can also vary depending on the passenger's nationality. It is your responsibility to collect that information. No incidents arising from the failure to comply with such official regulations will be considered our responsibility. We therefore urge You to always verify the different formalities of the chosen destination or transit countries, as well as the time needed to take all of the related steps.

8. OUR OWN SERVICES

8.1. Flexible Ticket

8.1.1. If purchased during the booking procedure, the Flexible Ticket allows You to change date and/or time of your flight booking under the terms set out in this section. When providing our Flexible Ticket service, We only mediate the transport contract between You and the relevant airline. As the Flexible Ticket is our own service (i.e. You cannot make use of our Flexible Ticket service by contacting the airline directly) all rebooking requests making use of the Flexible Ticket service must be made via our customer service (see Section 8.1.4).

8.1.2. The Flexible Ticket allows flights to be rebooked under the following conditions:

- All rebookings must be made in accordance with Section 8.1.4 and at least 24 hours before the original time of departure.
- Rebooking is only possible within the same airline, i.e. a flight can only be rebooked to a flight operated by the same airline as the one operating the originally booked ticket.
- Flight segments must be used in the same order in which they were originally booked.
- Upgrading to a different cabin, or booking class, on the same flight is not permitted.
- Rebooking a ticket for a so called "stop-over" (i.e. staying in a connection city longer than originally booked) is not permitted.
- A change of origin and/or destination is not possible, neither for the outbound nor the return flight.
- The Flexible Ticket does not allow any names to be changed or corrected.
- A journey can only be rebooked once. Once the change has been confirmed, the Flexible Ticket has been used up.
- In case of rebooking, the journey must be completed within one year from the time of original booking. The new trip may not commence within 24 hours from the time of change request.
- The booking is non-refundable once the Flexible Ticket service has been used.

8.1.3. The Flexible Ticket must be booked and paid for during the booking process and cannot be added afterwards.

8.1.4. If You want to rebook your ticket, You have to contact our customer service by phone during our ordinary opening hours. **You can find our phone number under "Contact Us – Phone".** "

Please note that we communicate in English by phone and email.

8.1.5. Rebooking is only completed once We have confirmed it by e-mail. If You do not receive a confirmation, please contact our customer service.

8.1.6. The rebooking of flights using the Flexible Ticket service is subject to availability. If the desired change results in a more expensive ticket, or if the change leads to the passenger no longer being entitled to a special price (e.g. for a small child), You have to bear the additional costs yourself. We are not responsible for the effects rebooking may have on any additional services concluded directly with the airline (such as booking of additional luggage or seat reservations).

8.1.7. If You cancel the flight, the price for the Flexible Ticket service will not be refunded.

8.1.8. If You do not turn up for a segment of the journey, the rebooking option through the Flexible Ticket service will no longer be valid.

8.2. Cancellation Protection

8.2.1. Cancellation protection must be taken out and paid for at the time of booking the trip. This cover comes into force when the booking is made and ceases to be valid when the trip commences, calculated from the original departure date booked. All travelers in the booking must have taken out cancellation protection for this to be invoked upon cancellation of a booking.

8.2.2. Cancellation must take place at least two hours before departure for the cancellation protection to be valid. The cancellation protection will cease to be valid once the trip has commenced. Airlines, hotel or car rental providers must be contacted directly for cancellations outside our telephone answering hours.

8.2.3. When a trip is cancelled upon presentation of a valid medical certificate, the entire cost of the booking will be refunded except for our handling charge of 35 HRK per person. We will not refund the charge for cancellation protection or previously paid fees, charges and any insurance policies (apart from travel insurance). The maximum amount payable in the event of cancellation against cancellation protection is 2,300 HRK per person and/or 4,600 HRK per trip.

8.2.4. Reimbursable incidents

Funds will be reimbursed if You are unable to take a planned trip due to the following unforeseen incidents:

- Acute illness or accident affecting You, your travelling companion on the same booking or a close relative, and You are advised not to take the planned trip according to a certificate from an impartial doctor who is providing treatment.
- Death affecting You, a close relative or travelling companion on the same booking.

"Close relative" in this context means the insured party's husband, wife, children, grandchildren, siblings, parents, grandparents or parents-in-law, or a person that the insured party lives with as a couple as if they were married.

8.2.5. Cancellation protection does not include:

- remuneration which may be received from elsewhere, such as other cancellation protection or insurance;
- illness, accident or injury of which You were aware of (with which You were diagnosed) when concluding the cancellation protection;
- chronic illnesses/infections/mental disorders, unless the person has been completely free of symptoms/problems over the past six months, from the time of booking the trip. If the cancellation relates to these symptoms, the diagnosis must be confirmed by a specialist;
- illness, accident or other repercussions due to pregnancy or childbirth;
- complications caused by alcohol, other intoxicants, sedatives or narcotics;
- costs arising due to the fact that the insured party delayed his/her cancellation of the travel arrangement;
- the purpose of the trip no longer existing;
- complications resulting from personally selected procedures and treatments, such as beauty operations;
- any supplementary arrangements for the trip which are not included in the confirmation, such as theatre tickets and suchlike;
- flying phobia / fear of flying.

8.2.6. What do we require from You?

The cancellation protection only applies together with a valid medical certificate. This must be received by us within five working days of cancellation. The medical certificate must be completed by an impartial doctor who is providing treatment, and bear the name, contact details and stamp of the doctor. A copy of the doctor's identification must be enclosed if no stamp is available.

8.2.7. The following information must also be included in the medical certificate.

- date of examination
- results of examination
- diagnosis
- other original certificates/documentation which may be of significance in assessing the claim
- the fact that the illness is acute and will prevent the patient travelling

[The medical certificate can be downloaded here](#)

[To send in your medical certificate click here.](#)

8.3. Self-transfer Guarantee

8.3.1. If our connection guarantee assistance services as outlined in this section 8.3 (hereinafter referred to as the "**Self-transfer Guarantee**") is included in your booking this will be clearly stated during the booking process and on your booking confirmation.

8.3.2. With the exception of the exclusions below, the Self-transfer Guarantee applies in the following cases (each a "Change"):

- in case any of your flight(s) are rescheduled, delayed or cancelled by the respective airline causing you to miss the flight(s) to your destination;
- if you miss a connecting flight due to baggage delays or losses outside your reasonable control; and
- if you miss a connecting flight because of customs- or immigration processes outside your reasonable control.

8.3.3. The Self-transfer Guarantee does not apply:

- if the Change only affects flight(s) within the same ticket (issued as one e-ticket/PNR). The airline providing the flight(s) is responsible for any issues and for managing the Flight Changes (you may contact the applicable airline directly for assistance and/or questions);
- if the Change is due to force majeure situations, meaning circumstances outside the airline's reasonable control such as (without limitation) political instability, extreme weather conditions, security risks, strikes, major limitation of airport operation and/or airline bankruptcy/insolvency;
- for any action (or lack of action) which is reasonably within your control, including for example if you miss a flight because (i) you don't have an appropriate visa, travel documents or any other documentation required for your travel; or (ii) you breach any airline rules and restrictions; or
- if you travel with a checked baggage despite booking a self-transfer trip marked with "no checked bag", i.e. a self-transfer trip with a short connection time; or
- if you have made changes to your Booking without our previous approval.

8.3.4. Inform Us without undue delay.

If You want to use the Self-transfer Guarantee You must inform Us without undue delay by telephone after You are aware of a Change. See preamble for contact details. Should You not inform Us without undue delay, You will not be entitled to use the Self-transfer Guarantee.

8.3.5. Self-transfer Guarantee Assistance – alternative flight(s) or refund.

After We have been informed about the Change, We will offer You to choose from one of the following options:

- alternative flight(s) to your final destination at our expense (the exact flight(s) offered by us will be communicated to You);
- a refund of the price You paid for the unused flight(s) at the time of your booking; or
- flight(s) for returning to the airport of Your departure at our expense (the exact flight(s) offered by us will be communicated to You).

In case We cannot offer You reasonable flight(s) to your final destination we may refer You to alternative airports. In such case We will cover your costs for transportation to the alternative airport.

If there are more than 48 hours until the affected flight's original departure time We will decide upon one option set forth in 8.3.5. in our sole discretion.

8.3.6. Your acceptance of the offered assistance

You must respond with your choice as soon as possible after receiving more information from us on your options set out in subsection 5 (a)-(c) above. If We do not receive your answer within a reasonable time (in any case not more than 24 hours) your right to use the Self-transfer Guarantee is depleted.

8.3.7. Additional Compensations

In addition to your rights detailed in this Section 8.3, the Self-transfer Guarantee entitles You to the following:

- **Accommodation** – If a Change occurs with short notice leaving You without accommodation for the night (22:00-08:00), We will cover your costs for accommodation for one or several nights. The compensation is limited to a total of 100 USD per passenger covered by the Self-transfer Guarantee. Any compensation for accommodation that You receive from the airline will be deducted from the Self-transfer Guarantee refund.
- **Meal & Beverage** – If a Change leads to your flight(s) being delayed by more than 4 hours, We will cover the cost of meal and beverages up to a total of 10 USD per passenger covered by the Self-transfer Guarantee. Any compensation for meal and/or beverages that You receive from the airline will be deducted from the Self-transfer Guarantee refund.

Note that You will need to cover the expenses and provide Us with receipt(s) for such expenses.

9. CHARGES AND PAYMENT

9.1. Payment

9.1.1. Payment for Travel Services is either processed by us or affiliates part of our corporate group (in cooperation with our payment service provider(s) who supply the payment processing functionality), or by the Service Provider. All payment information belonging to our customers is encrypted in a secure server when shared with our payment service provider(s).

9.1.2. Depending on booking criteria and added services, the payment may be split into two separate transactions, one charge from us and another one from the Service Provider. You will not be charged more than the actual total price displayed on our site. The same security measures are applied.

9.1.3. In order for us to be able to process your payment, You need to ensure that there are sufficient funds available. In the event of any problem arising related to the processing of your payment, We will retry the processing of your payment in cooperation with our payment service provider(s). Should this not result in a fulfilled withdrawal of funds from You, We will contact You as soon as possible for instructions on other means of payment. Should We not receive your payment after such further instructions, your outstanding payment will be referred to a debt collection company.

9.2. Payment fraud

If there are reasons for us to suspect that fraud is being committed, We reserve the right to refuse processing of such payment. Legitimization of Payment may be demanded if a crime is suspected. All types of payment fraud will be reported to the police.

10. COMPLAINTS

10.1. Claims relating to performance of Travel Services

Any problem, remark or claim relating to actual performance of the Travel Services must be addressed directly to the relevant Service Provider (travel operator, airline, insurer, car rental company, hotel) with whom you hold the contract for the relevant Travel Service. Please also see section 11 for your rights pursuant to EU regulation.

10.2. Complaints relating to our own services

Complaints relating to our own services are handled solely in writing and are to be submitted within two months after the end date of your trip via [the complaint form found here](#).

The complaint form must be sent via regular post or email to the following address:

Postal address: Etraveli AB

FAO: Customer Relations

Box 1340

SE-751 43 Uppsala, Sweden

Email address: customer.relations@support.etraveli.com

11. CUSTOMER RIGHTS PURSUANT TO EU REGULATION

11.1. Cancelled or delayed flights

If you are travelling into or out of the EU, or on an EU carrier, you may have the right to demand reimbursement for costs which you can assert directly against the relevant airline in the event that your flight is cancelled, delayed or you are denied boarding. [For more information about EC Regulation 261/2004, please click here.](#)

11.2. Carrier liability

The EC-Regulation (889/2002) on air carrier liability in the event of accidents. [Regulation can be found here.](#)

12. LIABILITY

12.1. You accept that We act as an intermediary between the You and the Service Provider. We will under no circumstances be held liable with respect to Travel Services You have booked with one or more Service Providers and We do not accept any liability for any inaccuracies in the information displayed on the Portal which have been provided by the respective Service Provider.

12.2. Should a Service Provider be unable to provide the Travel Service for any reason, including where a Service Provider declares for bankruptcy, We can only act as an intermediary and refund payments where we have already received such from the applicable Service Provider.

12.3. With regard to our own services, We are liable for damages subject to the limitations set out in these T&C's and to the extent permitted by law. We shall only be liable for direct damages actually suffered, paid or incurred by You due to an attributable shortcoming of our obligations in respect to our own services, up to an aggregate amount of the cost of your booking (whether for one event or series of connected events).

12.4. The limitation of liability set out in Section 12.3 also applies to breaches of duty by persons for the fault of whom We are responsible according to statutory provisions.

13. GOVERNING LAW AND DISPUTE RESOLUTION

13.1. Governing law

Swedish law applies exclusively to these T&Cs and the contract between You and us.

As a consumer, you will benefit from any mandatory provisions of the law of the country in which you are resident. Nothing in these T&Cs, including this Section 13.1, affects your rights as a consumer to rely on such mandatory provisions of local law.

13.2. Online Dispute Resolution

The European Commission provides a platform for online dispute resolution (ODS) under:

<http://ec.europa.eu/consumers/odr/>

14. DATA PROTECTION

We take the protection of your personal data seriously. You can find detailed information about the collection, processing and use of your personal data in our [Privacy Policy](#).

As of: 2018-08-21

GENERAL TERMS AND CONDITIONS FOR PACKAGE TRAVEL

These general terms and conditions for package travel apply between You ("you" or "traveller") and Gotogate International AB ("we" or "us"), the operator of the booking portal Mytrip (hereinafter referred to as the "Portal").

These terms and conditions only apply if you purchase a package travel covered by Directive (EU) 2015/2302 on package travel and linked travel arrangements. For separate flight-, hotel-, insurance-, car rental-and other travel services offered on the Portal we act exclusively in our capacity as intermediary in accordance with the Travel Terms and Conditions.

You must be at least 18 years of age and act in your role as a private consumer to make a booking on the Portal. A private consumer is, as opposed to a business, a natural person who enters into a legal transaction for purposes which are predominantly outside its commercial and/or self-employed activities.

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1. AGREEMENT

1.1. This agreement is binding on the parties once we have confirmed the traveller's booking in writing, unless otherwise agreed. The information you receive before you place your order in the Portal, as well as the information in your booking confirmation, also form part of the agreement between the parties (together with these terms and conditions for package travel hereinafter referred to as the "T&Cs for Package Travel"). The right to withdraw from agreements does not apply to

agreements for package travel.

1.2. “You” or the “traveller” is the person in whose name the T&C’s for Package Travel is concluded. The traveller is responsible for payments under the T&C’s for Package Travel. All changes and any cancellations must be made by the traveller. Exceptions may be made if the traveller becomes seriously ill and unable to carry out the change or cancellation. The traveller is responsible for providing us with the correct booking information for the other individuals participating in the package travel. Any refunds by us will be made to the traveller.

1.3. Please note that third parties such as airlines, hotels, insurers, car rental companies or other service providers that provide travel services have their own terms and conditions for their services. By agreeing to these T&Cs for Package Travel, the agreement for the actual provision of travel services (such as transport contracts, insurance contracts or rental agreements) comes into effect directly between you and the relevant service provider. Please note that the hotel services mentioned in this appendix (Appendix 1) are mediated by Travelscape LLC. **You can read Travelscape LCC’s terms and conditions by following this link.**

1.4. The times for flight departure set forth in the booking confirmation are preliminary. We will confirm the precise departure times as soon as possible but (if possible) not later than 20 days before the departure.

1.5. We will provide general information about passport and visa requirements.

1.6. We will provide general information on any rules and regulations related to health at the destination.

1.7. A connecting flight or any special arrangements are only included under these T&Cs for Package Travel if these are booked together and at the same time with the travel services part of the package, or if they are sold together with the other package travel services for an overall price.

1.8. Any special requests or special services at the request of the traveller are only included upon express confirmation by us in writing.

1.9. You are requested to check all data for accuracy before concluding your booking request. You are further required to check the booking confirmation/travel documents upon receipt to ensure that all the details are correct, including that the names are spelled correctly and match the names in the passports. Any errors must be notified to us as soon as possible. We reserve the right to charge you a fee corresponding to our actual cost for correcting the incorrect information as well as reasonable compensation for our additional work caused by the correction. If we or another third party engaged by us are responsible for the error, it will be corrected at no cost to the traveller.

1.10. The traveller must immediately notify us of any changes to the address, email address, phone number or other information required for us to contact the traveller in relation to the booking. We are not responsible if you do not receive a message from us due to circumstances reasonably outside of our control including, but not limited to the following: (i) you gave us an incorrect email address; (ii) your email settings won’t allow our email to reach you; or (iii) your email settings treat our email as spam.

1.11. Some package travels require a minimum number of participants for the trip to take place. In this case, the traveller will be presented with clear information during the booking process.

1.12. If flight tickets are part of the package travel, such flights are to be used in the correct sequence. If not, many airlines will refuse transport on subsequent flight segments (e.g. failure to use one segment of a journey could invalidate the rest of the ticket). For roundtrip tickets, a no-show on Your outbound flight may result in Your inbound flight being cancelled by the airline.

2. PRICE AND PAYMENT

2.1. The price for the package travel will be set out in such a way that the total price of the entire package travel is clear. The price will include all of the services covered by the T&Cs for Package Travel and any mandatory supplementary charges, taxes and fees. We are also obliged to inform the traveller about any other costs that may be incurred.

2.2. The traveller must pay the price of the package travel at the latest at the time specified in the T&Cs for Package Travel.

2.3. If the traveller does not pay the price of the package travel in accordance with the T&Cs for Package Travel, we retain the right to terminate the T&Cs for Package Travel, cancel the package travel and withhold our further services. In addition, we may charge you a reasonable compensation for covering costs incurred by us due to your failure to fulfil your payment obligations.

2.4. Unless otherwise expressly stated, the price of the package travel is based on accommodation for two persons in a shared double room. If you book accommodation for one person in a double room or a larger room intended for more than one person, we are entitled to charge an additional fee.

2.5. The payment is either processed by us (in cooperation with our payment service provider(s) who supply the payment processing functionality), or by the service provider. Please note that We might need to share your payment information, such as credit or debit card information, with our payment service provider(s) in order to be able to process the payment. Payment information belonging to our customers is encrypted in a secure server when shared with our payment service provider(s).

2.6. Depending on the booking criteria and additional services, the payment may be split into two separate transactions, one charge from us and another from the service provider. You will not be charged more than the actual total price

shown on our website. The same security measures apply.

2.7. In order for us to be able to process your payment, you need to ensure that there are sufficient funds available. In the event of any problem arising related to the processing of your payment, we will retry the processing of your payment in cooperation with our payment provider(s). Should this not result in a fulfilled withdrawal of funds from your account, we will contact you as soon as possible for instructions on other means of payment. Should we not receive your payment after such further instructions; your outstanding payment will be referred to a debt collection company.

2.8. If there are reasons for us to suspect that fraud is being committed, We reserve the right to refuse processing of such payment. Legitimization of payment may be demanded if a crime is suspected. All types of payment fraud will be reported to the police and referred to a debt collection company.

3. TRAVELLER'S RIGHT TO MAKE CHANGES AND CANCEL

3.1. The traveller is entitled to make changes to the booked package travel if allowed by T&Cs for Package Travel. Changes to the package travel may result in additional costs for the traveller, imposed by us or another party.

Changes to regular flight tickets are not normally permitted. Any changes to a flight ticket after it has been issued may be considered a cancellation and a subsequent purchase of a replacement flight ticket. We therefore reserve the right to charge you the actual cost. If the package travel is changed on the request of the traveller, for example a changed departure location, a changed departure date, a changed destination, a change of hotel or changed period of travel, this is always seen as a cancellation and a new booking at the price available at the time of the new booking.

If an airline allows a change, we reserve the right to charge the actual cost for the change according to the terms and conditions of the applicable airline.

Our administration fee for changes is based on the original order value as follows:

Order value	Administration fee per person
1-100€	21€
101-350€	57€
351-750€	78€
751€-	93€

Changes carried out the same day as the booking:

Order value	Administration fee per person
1-350€	21€
351€-	30€

Charges are made in the local currency according to IATA's exchange rate (IATA Consolidated Exchange Rate (ICER)) at the time of billing.

3.2. The traveller is entitled to cancel the trip. We reserve the right to request compensation from the traveller to cover the costs we incur due to the cancellation. We may also impose reasonable, standard, cancellation fees based on the timing of the travellers' cancellation, if part of the T&Cs for Package Travel. If we have not communicated any such standard cancellation fees to you, we retain the right to charge a reasonable cancellation fee.

Cancellations of flight tickets are normally not allowed by the airlines. When it is allowed by the applicable airline, we reserve the right to charge you for the actual cost of cancellation in accordance with the terms and conditions of the applicable airline.

When a hotel allows a cancellation, we reserve the right to charge you the actual cost of the cancellation according to the terms and conditions of the applicable hotel.

Our administration fee for cancellations is €60 per person. Charges are made in the local currency according to IATA's exchange rate (IATA Consolidated Exchange Rate (BSR)) at the time of billing.

4. TRAVELLER'S RIGHT TO TRANSFER THE AGREEMENT

4.1. The traveller may transfer its obligations under these T&Cs for Package Travel to any other person that satisfies all terms and conditions for participation in the package travel. An example of such a term is that the applicable service provider or another third party engaged by us in accordance with these T&Cs for Package Travel must accept the change of the traveller for such to be valid hereunder. The traveller must notify us of the request for transfer in a reasonable time before the departure. Any notification made seven days before departure at the latest is considered to have been made in a reasonable time.

4.2. We may charge you a reasonable fee for the transfer. The fee must not exceed the costs incurred by us because of the transfer, and we must be able to show how the cost is calculated.

Transfers of flight tickets are normally not allowed by the airlines. Any transfer of a flight ticket after it has been issued may be considered a cancellation and a purchase of a replacement ticket. We therefore reserve the right to charge you for the actual cost.

If an airline allows a transfer, we reserve the right to charge you for the actual cost for the transfer in accordance with the terms and conditions of the applicable airline.

Our administration fee for transfers (including name changes) is 75 EUR per person.

4.3. The transferor and the transferee are jointly and severally liable to us for any outstanding payments for the package travel and for our additional costs incurred by such transfer.

5. CHANGES BEFORE DEPARTURE

5.1. Changes to the terms of the agreement

We are entitled to make changes to the T&Cs for Package Travel provided that we inform the traveller about the change in a clear and understandable way on a durable medium. If the change is insignificant, for example minor changes to the flight times; the traveller is not entitled to a price reduction or compensation. In the case of material changes to the package travel, the traveller must be offered an alternative package travel if possible, or the right to cancel the T&Cs for Package Travel without paying a cancellation fee.

5.2. Change of price

5.2.1. We may increase the price of the package travel if our costs increase due to changes in fuel costs, taxes or charges levied by the state, or due to exchange rates.

5.2.2. The price of the package travel may be increased by an amount equal to the traveller's share of the cost increase incurred by us. The right to increase the price applies if the total increase in cost exceeds 9,5 EUR per booking.

5.2.3. In case our costs are reduced, due to any of the reasons stated above, by a total of 9,5 EUR per booking or more, we must lower the price of the package travel. When making such a price reduction, we are entitled to deduct our actual administrative costs.

5.2.4. We must notify the traveller of any price changes as soon as possible. The notification must specify the reasons for the change and how the price change has been calculated.

5.2.5. The price may not be increased, and does not need to be reduced, during the last 20 days before the date of departure.

5.2.6. If we waive our right to increase the price in accordance with 5.2.1, we are not required to lower the price in accordance with 5.2.3.

5.3. Traveller's right to terminate the agreement without a cancellation fee

5.3.1. 1. If the traveller wishes to terminate the T&Cs for Package Travel due to a substantial change in terms, e.g. if the price is increased by more than 8% of the total package travel amount, the traveller must inform us of the cancellation within a reasonable period as specified by us upon our notification of the change in question. If the traveller fails to inform us of the termination, the traveller will be bound by the new terms of the T&Cs for Package Travel.

5.3.2. 2. If the T&Cs for Package Travel is terminated, we must reimburse the price of the entire package travel without any undue delay and no later than 14 days after the day on which the agreement is terminated.

5.4. 4. The right to terminate the agreement in the event of unavoidable and extraordinary events

5.4.1. Both we and the traveller have the right to terminate the agreement if the package travel to the applicable destination is substantially affected by unavoidable and extraordinary events at the destination or in its immediate vicinity. Unavoidable and extraordinary events means, for example, serious security problems such as war, terrorism, outbreaks of serious disease or natural disasters. In such cases, the traveller has the right to terminate the T&Cs for Package Travel without paying a cancellation fee. If we terminate the T&Cs for Package Travel in accordance with this paragraph, the traveller is not entitled to further compensation than a full refund in the manner set out in 5.3.2.

5.4.2. The traveller does not have the right to terminate the T&Cs for Package Travel if the unavoidable and extraordinary events were generally known at the time the package travel was booked and the T&Cs for Package Travel was entered into.

5.4.3. In order to ascertain whether the event is of such a serious nature as specified above, experts from local or international authorities (such as the Ministry for Foreign Affairs) must be consulted.

6. ORGANISER'S LIABILITY FOR IMPLEMENTING THE PACKAGE

6.1. Non-implementation

If a travel service is not provided in accordance with the T&Cs for Package Travel we must remedy the error within a reasonable time. However we are not obliged to remedy the error if it is impossible or if such remedy would entail disproportionate costs. If we are not able to remedy the error, the traveller may be entitled to a price reduction and additional compensation.

6.2. Material defects

6.2.1. If, after the departure, a substantial part of the travel services cannot be provided, we will, if possible, arrange equivalent or at least equivalent alternatives at no extra cost to the traveller. If we cannot offer this, we may offer a lower quality alternative in conjunction with a reasonable price reduction. The traveller may only reject such alternatives if they cannot be considered to be comparable to those that would have been provided under the T&Cs for Package Travel or if the price reduction offered cannot be regarded as reasonable.

6.2.2. If we cannot offer any alternatives or if the traveller has the right to refuse such alternatives under 6.2.1, the traveller may be entitled to a price reduction and compensation.

6.2.3. In the event of an error which materially affects the provision of the package travel and which we have not remedied within a reasonable period of time, the traveller may terminate the T&Cs for Package Travel and may also be entitled to a price reduction and additional compensation.

6.2.4. If we cannot offer any alternatives or if the traveller has the right to refuse such alternatives under 6.2.1, or if the traveller has terminated the T&Cs for Package Travel in accordance with 6.2.3, provided that the package travel includes transportation and the traveler is at the destination at such time, the traveller has the right to equivalent repatriation without undue delay and at no additional cost.

7. PRICE REDUCTION AND COMPENSATION

7.1. Price reductions are not payable if we can show that the fault is because of the traveller or is to be considered the traveller's responsibility.

7.2. The traveller is not entitled to compensation if we can show that the fault is due to the traveller or to a third party with no connection to the actual provision of the package travel services, or if the fault is due to unavoidable and extraordinary events.

7.3. If the fault is due to someone who we have engaged (such as service providers), we are only free from liability to pay compensation under these T&Cs for Package Travel if the third party that we have engaged would be free of liability within the meaning of that rule, regulation or provision. The same applies if the fault is due to a third party at an earlier stage of the service provision.

7.4. There is no right to compensation for the traveller due to the fact that we have cancelled the package travel if we show that fewer people than the pre-defined (if any) minimum amount have registered for the package travel and the traveller has been informed in writing within a reasonable time stipulated in these T&Cs for Package Travel that the package travel trip is cancelled.

Our notification that a trip is cancelled must be given no later than

- 20 days before departure if the package travel lasts longer than 6 days
- 7 days before departure if the package travel lasts between 2 and 6 days
- 48 hours before departure if the package travel lasts less than 2 days

7.5. Compensation under these T&Cs for Package Travel includes compensation for pure financial loss, personal injury and property damage. The traveller is required to mitigate the loss as far as possible.

7.6. If no other restriction arises from Directive (EU) 2015/2302 on package travel and linked travel arrangements or other binding legislation, our liability for loss is restricted to three times the total price of the package travel. This restriction does not apply in the case of personal injury or damage caused intentionally or negligently by us.

8. COMPLAINTS

8.1. The traveller may only invoke its rights under these T&Cs for Package Travel if they notify us of the error or matter at hand within a reasonable time after they noticed or should have noticed such. This should be done as soon as possible and if possible already at the destination during the package travel. When we determine a price reduction or additional compensation for losses (if any), the timing of the traveller's notification will be taken into account if any delays in the notification meant that we could have remedied the fault.

8.2. Notwithstanding the provisions of 8.1, the traveller may invoke its rights under these T&Cs for Package Travel if we acted in gross negligence or in breach of good faith.

9. TRAVELLER'S RESPONSIBILITY DURING THE TRIP

9.1. Organiser's instructions

The traveller is obliged to adhere to any instructions issued by the tour leader or other person we engage for provision of the package travel, if any. The traveller is responsible for respecting any rules of conduct applicable the package travel or at the destination, and responsible for acting in a manner that does not disturb fellow travellers or others. If the traveller materially breaches this provision, we may terminate the T&Cs for Package Travel and the traveller will not be entitled to any compensation or refund.

9.2. Traveller's liability for loss

The traveller is liable to us for any loss or damages caused to us by the traveller due to negligence.

9.3. Traveller's responsibility for formalities

9.3.1. The traveller is personally responsible for observing the necessary formalities for the package travel, including for example, being in possession of a valid passport, visa, vaccinations and insurances.

9.3.2. For all transport services, such as flights, included in the package travel, the traveller must have completed check-in in accordance with the booking confirmation, travel documents or other instructions from us or the service provider.

9.3.3. The traveller is personally responsible for all costs that arise due to any deficiencies in the above formalities, for example repatriation due to the absence of a passport, unless the deficiencies were caused by incorrect information from us.

9.3.4. The traveller is responsible for taking part of any information provided by us in accordance with these T&Cs for Package Travel.

9.4. Deviating from the arrangement

Travellers who deviate from/leaves the package travel after the package travel has started are obliged to inform us of this.

10. THE ORGANISER'S OBLIGATION TO PROVIDE ASSISTANCE

If the traveller faces difficulties during the package travel, we are obliged to provide appropriate assistance to the traveller without undue delay. Such assistance may, for example, consist of information about health care and medical services, local authorities and consular assistance. We have the right to charge the traveller a reasonable fee for such assistance if the situation is caused intentionally or negligently by the traveller.

11. APPLICABLE LAW AND DISPUTE RESOLUTION

11.1. Swedish law applies to these terms and conditions and the agreement between the traveller and us.

11.2. Online dispute resolution

The European Commission provides a platform for the settlement of disputes at

<http://ec.europa.eu/consumers/odr/>

12. APPLICABLE LAW AND DISPUTE RESOLUTION

12.1. We take the protection of your personal data very seriously. **You can find detailed information on the collection, processing and use of your personal data in our privacy policy.**