

Key points:

You enter into a booking with us when we issue our confirmation invoice. If you then cancel, there will be cancellation charges. Initially this may only be a deposit but can go up to 100%.

You can make changes to your booking in certain circumstances. We make a charge for this. We can change and cancel your booking. We'll pay you compensation in certain circumstances.

We are responsible to you for providing your booking but there are legal limits.

PLEASE NOTE: Financial protection for packages is only applicable to bookings made in the EEA and the UK. This does not apply to any bookings which are made outside the EEA and the UK.

In respect of package bookings made in the European Economic Area (EEA) ONLY: we provide financial protection for your money in the unlikely event of our insolvency.

In respect of UK bookings ONLY; financial protection for package bookings is provided by our agent, Day 8 Experiences Ltd.

NB please read the full terms below for more information and for other important rights and obligations.

PACKAGE BOOKING TERMS AND CONDITIONS

This document sets out the standard booking terms and conditions of Day 8 AB (a company registered in Sweden with the number 556765-8769 whose registered address is at Beckholmsvägen 4, 115 21, Stockholm, Sweden), referred to in this document as and acting as the Tour Operator for the brand 'Eurotrips' (a brand owned by Eurotrips Experiences Ltd, a company registered in the UK with the number 15479519 whose registered address is at Zeeta House, 200 Upper Richmond Road, London, SW15 2SH). We are responsible to you for providing your holiday in the best way but there are legal limits. So, please, read this Terms and Conditions carefully.

Please ensure you read this document in full before booking. Any references to 'you' are to you, the holidaymaker, who has contracted with Eurotrips either in your own right or on behalf of others. Any references to 'us' and 'we' are to Eurotrips.

Any reference to 'package' in these Terms for bookings made in the EEA shall have the meaning as defined in the Swedish Package Travel Act (Sw. *Paketreselagen (2018:1217)*) ('Package Travel Act') or for bookings made in the UK to the Package Travel and Linked Travel Arrangements Regulations 2018 ('PTRs').

THE NATURE OF THESE TERMS

1. As soon as any payment is made, a contract will automatically arise between you and Eurotrips, giving both parties respective duties and obligations under that contract. These terms and conditions ("Terms"), along with the information contained in your booking confirmation invoice email ('Invoice'), will form the basis of any contract between you and Eurotrips, and the agreement of all those listed on the holiday booking on whose behalf you are acting.
2. Eurotrips reserves the right to make reasonable changes to these Terms at any time where such changes are necessary (for instance, in the case of a change in the applicable laws or regulatory

requirements). Such changes will take effect when the updated terms and conditions are uploaded to the 'Eurotrips' website.

3. Accepting this Terms and Conditions you confirm that your age is in the limit of 18-40 years. If you fail with this guarantee, Eurotrips has the right to cancel your booking without any refund.
4. Our holidays start and finish at the destination or points of travel stated on your Invoice. We are not responsible for your travel to and from the destination or points of travel or for any additional expenses including but not limited to travel costs, accommodation costs, subsistence, or loss of earnings caused by delays (howsoever caused).

BOOKING PROCEDURE

5. To make a booking, the individual nominated to be the main point of contact ("**Lead Booker**") between Eurotrips and the guests should submit the booking using the Eurotrips website.
6. Prior to confirming the booking, the Lead Booker will be provided with details of all the facilities and costs included as part of the trip.
7. There may exist circumstances in which we are unable to confirm part of your holiday booking arrangements at the time of confirmation of your holiday booking. Examples include but are not limited to coach transfer departure times. If these circumstances exist, you will be informed of this in your Invoice. There may be other age restrictions relating to our offers or services and these will be detailed in these offers or in the descriptions of these services.
8. On submitting the booking, the Guests (including the Lead Booker) agree that:
 - a. Eurotrips will contact you as soon as possible to confirm your booking, the total price due under the contract, and details of how to access additional information such as the date when your deposit will be due and the details of the payment plan. The confirmation will (subject to our Terms) occur within 5 working days of your booking request;
 - b. Eurotrips reserves the right to cancel any booking within the period of 5 working days from the time of completion of the booking should the tour selected under that booking be unavailable for any reason whatsoever. **Please note paragraph 8(c) as regards the consequences of cancellation under this paragraph 8(b);** and
 - c. Eurotrips is not liable to reimburse the Lead Booker for any transport costs (including airline costs) incurred by the Lead Booker within the period of 5 working days from the time the Lead Booker completes the booking on the Eurotrips website where the booking is cancelled under paragraph 8(b). Therefore, the Lead Booker is strongly advised to make any necessary transport arrangements only following the expiration of 5 working days from the time of receipt of confirmation of the booking from Eurotrips.
9. The Lead Booker, who is liable for the whole booking, confirms that through making a booking via the Eurotrips website he/she has the authority to act on behalf of the guests and that all guests have read and agreed to all relevant terms and conditions. This is a condition of making a booking with Eurotrips.
10. Unless otherwise agreed in writing by Eurotrips, the Lead Booker must be a guest on the tour he or she has booked. All guests, including the Lead Booker, must be at least 18 years of age.
11. Eurotrips does not accept liability for the costs associated with any errors in your confirmation email that are not due to Eurotrips and are not brought to our attention within 5 working days of the date of that confirmation email. Eurotrips reserves the right to correct any obvious errors in a confirmation email as soon as we become aware of them and to notify you of any corrections made.

12. For packages booked in the **EEA or the UK**, your contract will be with us and we will accept responsibility for this booking as a Package Organiser in accordance with the Package Travel Act, or the PTRs, as applicable.
13. **For the EEA:** It is our duty where we are the Package Organiser, in accordance with paragraph 9 above, to ensure that you have been provided with all details set out in chapter 2, section 1 of the Package Travel Act before the booking is made. If you have not been given sufficient information please let us know immediately. You should also be provided with all the following information as set out in chapter 2, section 1 which will be provided in the package travel contract. If you have not been given sufficient information please let us know immediately. More information on key rights under the Package Travel Act can be found at the end of these Terms.
14. **For the UK:** It is our duty as the Package Organiser to ensure that you have been provided with all details set out here <https://www.legislation.gov.uk/ukdsi/2018/9780111168479/schedule/1> before the booking is made. If you have not been given sufficient information please let us know immediately.
15. In addition to paragraph 14 above, you should also be provided with all the following information as set out here <https://www.legislation.gov.uk/ukdsi/2018/9780111168479/schedule/5> which will be provided in the package travel contract. If you have not been given sufficient information please let us know immediately. More information on key rights under the Package Travel and Linked Arrangements Regulations 2018 can be found here <https://www.legislation.gov.uk/ukdsi/2018/9780111168479/schedule/2>

CHECKING-IN

16. All guests are required to arrive at the specified point at the specified time as indicated by the tour guide in advance of the tour.
17. Online check-in for bookings will be available in the future. .
18. Upon arrival at your departure location, you will be required to produce the proof of identification.
19. Eurotrips operates a strict age policy, as per paragraph 10. As such, Eurotrips reserves the right to reject you or anyone on your booking at check-in should it be discovered you are in fact in violation of our age policy. In such circumstances you will not be refunded any sums paid, nor will Eurotrips assume any responsibility for additional expenses incurred as a result of our refusal to allow you to participate.

PRICING

20. Eurotrips reserves the right to change the price of your booking before your booking is confirmed and is not responsible for fluctuations in currency.
21. Any such changes will be communicated to you. Eurotrips reserves the right to correct pricing errors after confirmation. In the unlikely event of a pricing error, we will notify you of the correct price and you will have the option to pay the correct price or cancel the booking with a full refund.
22. The default invoice payment currency is in EUR(€) but you may be able to pay in alternative currencies specified as being available and accepted by Eurotrips on our website from time to time. See paragraph 27 also.
23. Eurotrips can change the price of any package after you've booked, only in certain circumstances:
 - a. If there are changes in the price of the carriage of passengers resulting from changes to the cost of fuel or other power sources, the level of taxes or fees imposed by third parties including tourist taxes or exchange rates. However, there will be no change within the period of 20 days preceding your departure.
 - b. If this results in an increase equal to more than 8% of the price of your travel arrangements, you will have the option of changing to another holiday if we are able to offer one (in which

case we will refund any price difference if the alternative is of a lower value) or cancelling and receiving a full refund of all monies paid, except for any amendment charges. Should you decide to cancel:

- i. changing to another holiday if we are able to offer one (in which case we will refund any price difference if the alternative is of a lower value); or
- ii. cancelling and receiving a full refund of all monies paid, except for any amendment charges. Should you decide to cancel:

This does not include fluctuations in currency. Should the price of your package go down due to the cost changes mentioned above, then an amount equal to the reduction will be paid to you. We will deduct from this amount our reasonable administrative expenses. Please note that travel arrangements are not always purchased in local currency.

24. Coach transport suppliers may charge a fuel supplement (due to the instability in oil prices) which will be included in the price of your holiday. As oil prices change regularly, the price you pay for this component of your holiday booking may not be displayed on our website as we are not always able to make changes as quickly as oil prices change.

PAYMENTS

25. You will pay Eurotrips the sum specified in the confirmation invoice via our agent Day 8 Experiences Ltd.

26. The holiday booking procedure is as follows:

- a. on making a booking you should provide Eurotrips with the number of places you wish to reserve by completing the online booking form via Eurotrips website with the Guest names together with any additional Guest information (if required);
- b. your Invoice will be sent to you via email or you will receive a link for providing on-line payment;
- c. your Invoice will state the amount of advance payment for holiday booking (___% of total cost) and total holiday booking cost and the dates by when payments must be received by Eurotrips (such cost and dates differing from event to event);
- d. if the final balance is not received by the final balance due date then Eurotrips may automatically treat this contract as cancelled and you will not be entitled to a refund of any sums paid.

27. The default invoice payment currency is in EUR(€). If you choose to pay with GBP(£), AUD(\$), or USD(\$), (or any other currency) the price listed may change depending on fluctuations in exchange rates including the internal exchange rate which Eurotrips may apply in any future payment transactions. For this reason, you are advised to pay in the currency specified in your Invoice if you do not wish to pay any price variations as a result of fluctuations in exchange rates, including the internal exchange rate which Eurotrips may apply in any future payment transactions.

28. If you fail to pay an instalment by a payment due date The Eurotrips reserves the right to cancel the booking and you will not be entitled to a refund of any sums paid.

29. It is your responsibility to check the payment due dates and ensure that payments have been made in accordance with the payment instalment plan. Any delay in making a payment may result in your booking being cancelled by Eurotrips without a refund. If you are likely to be unable to make a payment on time you must contact Eurotrips as soon as possible to request an extension to the relevant payment due date. If such an extension is agreed, Eurotrips will communicate this to you in writing.

30. If the first payment under paragraph 26 is not made on time, the booking will be automatically cancelled.

31. If payments are not made from an account/card in the name of the Lead Booker, Eurotrips reserves the right to request authorisation from the account holder.

CANCELLATION AND VARIATION POLICIES

Variation by The Eurotrips

32. As Eurotrips's booking information is prepared well in advance, some minor aspects of your booking (e.g. minor itinerary amendments due to weather or local restrictions) may have to change closer to the time of your holiday in order to make the booking work and we reserve the right to do so.
33. If major changes (e.g. significant change of dates) to your package booking are needed, you will be notified as soon as is reasonably possible. In this instance you will be able (except where we are subject to unavoidable and extraordinary circumstances) to either:
- a. cancel the booking with a refund of all sums you have paid;
 - b. choose to accept the changes; or,
 - c. make an entirely new booking.

You must inform Eurotrips of your decision within three working days of being informed of the changes made to your booking. If you do not inform Eurotrips, we shall be entitled to cancel your booking and issue a full refund. Where we are subject to unavoidable and extraordinary circumstances, (being a situation beyond our control, the consequences of which could not have been avoided even if all reasonable measures had been taken. Such circumstances include but are not limited to, dangerous weather conditions, pandemic, epidemic fire, natural disaster, industrial actions, war, riots, and natural disasters), your rights under these Terms may be different as we will follow any applicable guidance which may allow us to postpone refunds, to offer credit notes and, in some circumstances, to withhold refunds.

34. In the event a refund is paid to you for a package holiday, we will pay compensation as detailed below except where the cancellation is due to unavoidable and extraordinary circumstances (as defined above), which means a situation beyond our control, the consequences of which could not have been avoided even if all reasonable measures had been taken.

Period before departure in which we notify you	Amount you will receive from us (€)
More than 84 days	0
Between 83-29 days	10
Between 28-15 days	20
Between 14-18 days	30

Between 7-1 day	40
Less than 1 day	50

This does affect your statutory remedies and does not exclude you from claiming more from Eurotrips if you are entitled to do so.

Cancellation by Eurotrips

35. Eurotrips reserves the absolute right to cancel your booking. For any packages booked, we will not cancel less than 90 days before your departure/start date, except for unavoidable and extraordinary circumstances, or failure by you to pay the final balance, or because the minimum number required for the package to go ahead has not been reached. If Eurotrips cancels your booking under this paragraph 35 you will be (except where we are subject to unavoidable and extraordinary circumstances) entitled to a full refund. Alternatively, you may choose to accept another booking of the same type and quality as a replacement for the cancelled booking. If you accept Eurotrips's offer of a replacement booking of lesser quality, then you will be entitled to a refund of the difference in price between the original booking and its replacement. Where we are subject to unavoidable and extraordinary circumstances (as defined above), your rights may change as we will follow any applicable guidance of any regulatory body or trade membership which may allow us to postpone refunds, in some circumstances, to withhold refunds and issue a Credit Note with an end date at which time a full refund can be issued.
36. The minimum number required as per paragraph 35 above will be provided to you with the package description, along with the time limit for us to tell you if the package has to be cancelled.
37. In the event a refund is paid to you for a package, we will pay compensation as detailed below except where the cancellation is due to unavoidable and extraordinary circumstances (as defined above):

Period before departure in which we notify you	Amount you will receive from us (€)
More than 84 days	0
Between 83-29 days	10
Between 28-15 days	20
Between 14-18 days	30
Between 7-1 day	40

Less than 1 day	50
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This does not affect your statutory remedies and does exclude you from claiming more from Eurotrips if you are entitled to do so.

38. Eurotrips reserves the right to cancel your booking in the event of unavoidable and extraordinary circumstances (as defined in paragraph 33). In such circumstances no compensation will be payable to you and you may be entitled to a refund of all monies paid depending upon any applicable guidance of any regulatory body or trade membership which may allow us to postpone refunds, to offer refund credit notes and, in some circumstances, to withhold refunds.

39. Any refund payable by Eurotrips can only be made to the credit or debit bank card from which the payment was made in the first instance.

Cancellation by You

40. If you decide to cancel your booking;

- a. you must inform Eurotrips in writing as soon as possible. Your booking will not be cancelled until Eurotrips receives your notice of cancellation in writing. If you transmit this written notice by email, then you must follow up via telephone during Eurotrips' normal office hours (any week day except a public holiday between the hours of 0900 – 1730) to check that the email has been received;
- b. By making payment towards a booking but not as the Lead Booker, you accept that any sums paid towards the booking will not be refunded by Eurotrips in the event you cancel.
- c. as any payment by you triggers Eurotrips' obligations with third parties, any sum paid towards the instalments on your invoice, even if not the full amount, will not be refunded (by way of example: if you pay your first and second instalment in line with the payment structure on your booking and select to cancel your booking before the deadline for payment of the third instalment, the amount paid up to the day of cancellation will not be refunded to you).
- d. Any amount that exceeds the required instalments will be refunded less a 5% admin & processing fee.
- e. Your cancellation will not be confirmed until you have received confirmation in writing from us. To cover the cost of processing your cancellation and compensate us for the risk that we may not be able to re-sell your holiday, the following minimum cancellation charges (as a percentage of the total booking cost) shall apply:
 - i. From booking to no later than 30 days from the booking date or 100 days prior to the event date (whichever comes first): 10%
 - ii. Thereafter, until 70 days prior to the event date (check your booking to see the exact date): 40%
 - iii. Within 70 days, or less, prior to the event date (check your booking to see the exact date): 100%
- f. Refunds shall be made to the payment card used for the original payment within 30 days after the cancellation has been confirmed. No exceptions to the deadlines listed within this clause can be made.

41. Your travel insurance policy may cover cancellation charges, please check your individual policy for details.

Variation by You

42. If you would like to change any aspect of your booking, the Lead Booker must inform The Eurotrips as soon as is reasonably possible. You will be responsible for the additional costs we incur in catering for the changes you request.
43. Please note that Eurotrips may not be able to cater to all changes you might wish to make. All changes will be subject to availability and will be made at Eurotrips' discretion. Changes of dates will be treated as cancellations and charges will be applied. However, in the event that a more expensive booking is subsequently made, the usual cancellation fee shall be waived and an administration fee equal to 10% of the original booking cost shall be levied in its place.

Change of Customer

44. If the Lead Booker or any guest on the booking no longer wish to participate in the services booked, Eurotrips may, agree to a substitute customer being added to the booking. The substitute customer would need to satisfy all the same conditions of the booking. You should notify Eurotrips in writing at least 7 days before the date of your trip of your intention to substitute a person on the booking. Both the leaving and the substitute parties accepting joint and several liability for full payment of any sums outstanding for the booking.
45. In the event that paragraph 44 above applies in addition to any outstanding payments due and any additional costs of our suppliers to make the transfer, Eurotrips reserves the right to apply a EUR(€) 200 administration fee.
46. By requesting a change of customer pursuant to these Terms, the Lead Booker confirms that the new guest has read and agreed to these Terms.

BUS SPECIFICATIONS

47. You can find specifications, measurements, inventories, charter company information, and other data relating to Coach on the Eurotrips website. They are correct at the time of posting but Eurotrips cannot guarantee that the bus will meet the exact details described on the website.

SPECIAL REQUESTS

48. Although we will endeavour to pass any reasonable requests on to our relevant suppliers we regret that we cannot promise that any requests will be complied with unless our suppliers have specifically confirmed this in writing to you.
49. Confirmation that a special request has been noted or passed on to the supplier, or the inclusion of the special request on your Invoice or any other documentation, is not confirmation that the request will be met. Special requests should be treated as unavailable unless and until specifically confirmed and are subject to availability.
50. Special requests do not form part of our contractual agreement and we will have no liability if they are not met.

ITINERARY

51. The itinerary, as provided to you, may be affected by weather conditions. Whilst we try our utmost to ensure the itinerary is followed as closely as possible, Eurotrips cannot be held liable for deviations in the itinerary due to circumstances outside its control. This includes changes as a result of COVID-19 or local government restrictions.
52. Your itinerary will be confirmed 8 weeks prior to the date of departure and may be subject to change at any time. Eurotrips will accept no responsibility for any additional activities or bookings you have arranged at your own expense which may be affected by such change.

TRANSFERS

53. Your booking does not include: transport to and from your home country, coach transfers between the airport and the Tour departure point, or any other type of transport.
54. When travelling by coach you must be at your pick-up point at the departure time, final details of which including the location of the pick-up point, will accompany your travel documents.
55. You must be aware that the coaches may stop to allow the driver a break or to change drivers in order to comply with legal requirements relating to driving hours.
56. If we are unable to drop you directly at your accommodation (e.g. due to narrow roads) you will be dropped as close as reasonably possible.
57. All Guests on board agree to be bound by the rules and regulations of travel and to follow the reasonable instructions of the driver at all times. Failure to comply with any relevant legislation (e.g. rules relating to the consumption of alcohol or smoking while travelling by coach) or any reasonable request from either the coach driver or Eurotrips Representative(s) will be treated as a breach of contract by the Guest(s) concerned. This may result in the holiday booking contract being terminated and/or the expulsion from the vehicle of the Guest(s).
58. Regardless of mode of transport delays can occur. By choosing to travel by coach you acknowledge that due to weather conditions, mechanical failure, traffic, an accident or some other reason, the likelihood of delay often cannot, even with all due care, be predicted or prevented. Accordingly, we cannot accept liability for any inconvenience or expenses you may incur as a result of such delays.
59. In the event of a delay due to mechanical failure or an accident, we will take reasonable care to remedy the problem or to arrange an alternative vehicle as soon as possible. We will make every effort to operate coaches of the standard described but cannot accept any liability whatsoever on the basis of an inferior vehicle being used as a relief or replacement or in cases of unavoidable and extraordinary circumstances (as defined above).

YOUR LUGGAGE

60. Luggage will be stored in the hold of the coach and is not accessible during the transfer journey.
61. It is the responsibility of each individual Guest to ensure the safe loading under instruction of the driver and unloading of their luggage on any coach. Eurotrips cannot accept any liability whatsoever for any luggage that was incorrectly loaded and subsequently damaged, or that was lost due to being left behind at the pick-up point.
62. Small hand luggage may be taken on board the coach to carry toiletries, passports, money and other valuables. Eurotrips cannot accept any liability whatsoever for any items left on board the coach or for money and valuable items stored in the hold.
63. It is the responsibility of each individual Guest to claim their personal luggage from the hold upon arrival at the destination. Eurotrips strongly advises you not to give permission to a third party to load or unload your luggage unless you are prevented from doing so due to medical or other reasons.

PASSPORTS AND VISAS

64. It is your responsibility to have valid travel documents. You must ensure that you have a valid passport and any necessary visas to enter any country you are visiting, including transit stops, prior to your departure.
65. Eurotrips cannot help you to obtain the correct passports, visas, or other documentation that you might need.

TRAVEL INSURANCE

66. Eurotrips does not sell or organise travel insurance. You must buy travel insurance before going on holiday. You should make sure that your insurance policy covers all relevant activities. Please read your policy carefully to ensure it complies with this requirement and covers all of the activities in which you are going to be participating. We strongly recommend your insurance covers cancellation, personal liability, loss of personal property and travel disruption in the event of travel restrictions. It is a condition of your booking that you have a suitable travel insurance policy in place. Eurotrips accepts no liability to those who travel without travel insurance in breach of this paragraph. You also agree to indemnify us against all third-party claims, actions or other remedies which may be brought or sought against us in respect of your participation in the holiday.
67. In the event of your withdrawal from the holiday either before or after its commencement as a result of illness, self isolation or quarantine you are responsible for meeting the requirements of your insurer in support of any insurance claim. Eurotrips is under no obligation to make any refund in respect of any absence from the trip.

YOUR BEHAVIOUR/RESPONSIBILITIES

68. If, in our reasonable opinion or the reasonable opinion of the provider of any part of the services to which your booking relates, your behaviour poses a danger to you or those around you; or causes or is likely to cause damage to people or our property, the property of our suppliers or the property of third parties or breaches any local law; is abusive or threatening in any way; causes or is likely to cause a public nuisance; or you do not follow the instructions or orders of the coach driver or any other Eurotrips representative including the customer service team or any other Eurotrips staff member, or any other partner of Eurotrips. Eurotrips reserves the right to immediately cancel your booking without paying you any refund whatsoever. This means, among other things, that:
- a. your coach driver could refuse to continue to work;
 - b. you may be required at any time during your booking to leave a coach or accommodation you have booked and the contract between us will terminate (and you will be solely responsible for making your own travel arrangements. We will not be held liable to you for any expenses incurred by you after our contract with you has terminated); and/or
 - c. written, spoken or any other form of communication that is abusive or threatening on any platform
 - d. we reserve the right, in our absolute discretion, to ban you from any future Eurotrips bookings or other Day 8 Group event.
69. The nature of some of the activities you may choose to participate in during your holiday may involve a degree of personal risk. By purchasing a holiday from Eurotrips, you accept that your purchase is solely and fully at your own risk and that you are responsible for your own actions. On accepting these Terms you also accept full responsibility for any damage, loss or expense caused by you or any person named on your booking.
70. Eurotrips acknowledges that guests may wish to consume alcohol. You must, however, do so responsibly and Eurotrips accepts no liability to you for any injury, cost, expense, loss or damage you suffer as a result of your judgement being impaired wholly or partly by alcohol or drugs.
71. Eurotrips operates a zero tolerance drug policy. If you are found in possession of illegal substances, Eurotrips reserves the right to cancel your booking without paying you a refund. This means (among other things) that you could be made to leave at any time during your booking the yacht you have booked. Eurotrips reserves the right to inform the relevant law enforcement authorities as we see fit.
72. Eurotrips operates a zero tolerance approach to sexual misconduct in all its forms. If you are found to have committed sexual misconduct during our events you will have your booking terminated, we receive the rights to not refund you if you are removed for this reason. Sexual misconduct is defined as any unwanted conduct of a sexual nature which occurs in person or by

letter, telephone, text, e-mail, via social media or other electronic means. It includes, but is not limited to, the following behaviour:

- a. Engaging, or attempting to engage, in a sexual act with another individual without consent
- b. Sexually touching another person without their consent
- c. Kissing without consent
- d. Sexual harassment - unwelcome conduct of a sexual nature which creates (or could create) an intimidating, hostile, degrading, humiliating, or offensive environment for others including making unwanted remarks of a sexual nature
- e. Inappropriately showing sexual organs to another person
- f. Repeatedly following another person
- g. Recording and/or sharing intimate images or recordings of another person without their consent
- h. Arranging or participating in events or conduct which may reasonably be assumed to cause degradation and humiliation to those who have experienced sexual violence, e.g. inappropriately themed social events or initiations.

73. You accept that the driver allocated to your coach and the tour guide are in charge of the coach. They will make decisions on behalf of the coach based on safety, the general consensus of the guest and local knowledge/experience of conditions and circumstances. It is your responsibility to ensure you fully understand the safety brief. Eurotrips will not be liable for any loss of enjoyment or similar claims resulting from itinerary changes made by the team in the interests of safety and better guest experience.
74. You are solely responsible for your personal possessions and property; it is your sole and full responsibility to look after your personal belongings. Where you lose any item of your personal possessions, whilst we do everything possible to locate lost property we cannot guarantee to do so, nor can we guarantee to be able to arrange for your property to be returned. You should email hello@eurotrips.travel with any inquiries relating to lost property. In the event that we are able to locate lost property and arrange for its return, all costs incurred as a result of doing so must be paid to us in advance along with an administration fee of €25. Eurotrips reserves the right to increase the administration charge for the return of lost property for bulky items with special dispatch costs. Eurotrips accepts no liability and cannot be held responsible for the safety of your personal possessions and any lost property in any circumstance whatsoever as it is your personal responsibility to look after your belongings.
75. Please note that if you are rude and unpleasant to our staff at any point before or after you have made a booking with us then we reserve the right to take action against you including cancelling your booking and withholding such part of any refund as shall properly reflect the impact of your behaviour. This includes behaviour towards customer service and sales agents.
76. In addition, Eurotrips representatives shall be entitled to recover the cost of any damage or loss that is attributable to your conduct and/or fault, if necessary, before conclusion of your holiday and before your homebound transfer
77. As soon as your online booking form has been submitted to us, you agree to accept responsibility for the good conduct. Without prejudice to the generality of the foregoing, you must specifically ensure that no Guest smokes in the hotel accommodation or apartment, or on board any public or private transport, or in any way causes a fire hazard or contravenes the local anti-smoking laws.
78. If you have caused or cause damage, then Eurotrips reserves the right to withhold access to any particular Package Component until you fully indemnify or reimburse Eurotrips in respect of the damage caused. If you have caused damage whilst on your holiday, you agree that you will be responsible for your own transport and accommodation including any alternative arrangements for those Guests who will not travel without you. In any of these circumstances:
- a. Eurotrips will not make any refunds or pay you any compensation whatsoever, and;
 - b. Eurotrips reserves the right to make a claim against you and/or instigate criminal proceedings if your behaviour has resulted in additional costs to us.

79. If any particular Package Component supplier considers you or any of your Group to be disruptive, they can refuse to allow you to proceed with that particular Package Component.

IMAGE COLLECTION

80. Eurotrips may collect still and video images of you during the course of your holiday for advertising and promotional purposes. By booking through Eurotrips you agree that such images may be collected and used by Eurotrips as Eurotrips sees fit including commercial use and sale of the images. The images may be cropped, altered, combined or otherwise edited. You also agree that Eurotrips will retain ownership of all rights in connection with such images.
81. Eurotrips reserves the right to assign, grant, transfer or otherwise give to a third party the rights and ownership as described in paragraph 82 This shall extend but shall not be limited to employees, independent contractors, partners, sponsors and other entities or persons that are authorised by Eurotrips to capture content for any authorised purpose, whether for commercial or personal use.
82. If you do not wish to be on camera or video this should be brought to the attention of Eurotrips by sending an email to hello@eurotrips.travel at least ten days before the commencement of your booking. This should include the name and contact details of the person who does not wish to be photographed or videoed along with your booking number and contact details.
83. By booking through Eurotrips, you agree that any still and video images you capture during the course of your holiday will be used for personal purposes only. Unless you obtain written permission by Eurotrips, you agree and guarantee that you will not under any circumstance use such content for any commercial purposes whatsoever; this does not prevent you from using such content for your own personal uses and across your personal social media channels. Where you breach this paragraph 83, Eurotrips reserves the right to enforce removal of this content.

OUR RESPONSIBILITY

84. When you a book with Eurotrips, we act as package organiser under the Package Travel Act and the Directive (EU) 2015/2302 of the European Parliament and of the Council on package travel and linked travel arrangements for all consumer bookings made within the European Economic Area (EEA).
85. When you book a package with Eurotrips, we act as package organiser under the PTRs, for all consumer bookings made within the United Kingdom (UK).
86. Eurotrips accepts responsibility for ensuring that services offered and carried out are of a standard reasonably expected of a person skilled in offering and carrying out such services. We will use reasonable care and skill in performing our contractual obligations to you according to the laws and regulations of the country where your holiday takes place.
87. Eurotrips will take reasonable care to ensure that reputable suppliers and businesses provide the services that make up your holiday. These organisations follow local and national regulations and laws of the country in which they operate. You agree that the overseas safety standards or the standard of any component of your package holiday booking may differ from those in your home country and in some instances may not meet the standards you are accustomed to at home (i.e. including but not limited to air-conditioning, refrigeration, Wi-Fi and lavatories).
88. Should you require refrigeration or air-conditioning services for medical related issues, Eurotrips must be made aware of such prior to your booking. If made aware, Eurotrips will use its reasonable endeavours to try and accommodate your needs. This does not guarantee that Eurotrips will be able to provide the necessary services to you, and Eurotrips accepts no responsibility for any loss or damage incurred by you if it is unable to meet these needs.
89. Our obligations, and those of our suppliers, in respect of reasonable care will be met in accordance with local law or, in the absence of this, local custom. Compliance with any applicable regulatory requirements will constitute proper performance on the part of Eurotrips in the discharge of its duties and obligations under these Terms.

90. You must inform us without undue delay of any failure to perform or improper performance of the travel services included in your package. If any of the travel services included in your package are not performed in accordance with the Terms, or are improperly performed, by us or the travel service suppliers, and this has affected the enjoyment of your travel arrangements, you may be entitled to an appropriate price reduction or compensation or both.
91. Eurotrips will not be liable where any failure to perform or improper performance of the travel services is due to:
- a. you or another member of your party; or
 - b. the acts or omissions of a third party unconnected with the provision of the travel services in the package which are unforeseeable or unavoidable; or
 - c. unavoidable and extraordinary circumstances (as defined above).

Our liability is, in all cases save for death or personal injury, limited to three times the price of the booking. Our liability will also be limited in accordance with and/or in an identical manner to:

- a) The contractual terms of the companies that provide the travel services that make up your package. These terms are incorporated into this booking. Please contact us for copies; and
- b) Any relevant international convention, for example the Montreal Convention in respect of travel by air, the Athens Convention in respect of travel by sea, the Berne Convention in respect of travel by rail and the Paris Convention in respect of the provision of accommodation, which limit the amount of and conditions under which compensation can be claimed for death, injury, delay to passengers and loss, damage and delay to luggage. We are to be regarded as having all the benefit of any limitation of the extent of or the conditions under which compensation is to be paid under these or any other applicable conventions.

Any sum received by you from suppliers will be deducted from any sum paid to you as compensation by us.

92. From time to time you may engage in third party experience offerings. These offerings are independent from the services provided by Eurotrips and are subject to payment of a fee directly to the third party offering the experience in question.
93. These offerings do not form part of the package offered to you by Eurotrips. As such, Eurotrips shall have no responsibility for the services provided nor liability for damage or loss caused by the provision of these services.
94. If it is impossible to ensure your return as scheduled due to unavoidable and extraordinary circumstances (as defined above), we will bear the cost of necessary accommodation, if possible of equivalent category, for a maximum of three nights. The limit doesn't apply to persons with reduced mobility and any person accompanying them, pregnant women and unaccompanied minors, or persons in need of specific medical assistance, provided that you notified us of these needs at least 48 hours before the start of your holiday.
95. Eurotrips will not be liable for to make compensation in respect of any lost flights or reimbursement of flight costs.
96. Where any claim or part of a claim (including those involving death or personal injury) concerns or is based on any travel arrangements (including the process of getting on and/or off the transport concerned) provided by any air, sea, rail or road carrier to which any international convention or regulation applies, the maximum amount of compensation Eurotrips will have to pay you will be limited in accordance with any relevant international convention or regulations.
97. You are obliged to assist Eurotrips in recovering from any third party any sum that may compensate us for any sums we pay to you. In particular, you are obliged to assign to us any rights that you may

have against any other person whose acts or omissions have caused or contributed to our liability to you. You must also provide us with all the assistance we may reasonably require.

98. Eurotrips and those associated with it are not responsible for organising activities, excursions etc. on-site. Such activities will not form part of your package arrangements. If you suffer illness or injury whilst overseas arising out of an activity that does not form part of the contractual package arrangements, we are not responsible for the provision of the excursion or activity or for anything that happens during the course of or as a result of its provision by the operator.
99. Other than as is detailed in these booking terms and conditions, we shall have no legal liability whatsoever to you for any loss or damage which you suffer arising directly or indirectly from any aspect of your package.
100. Making a booking signifies your acceptance of the terms and conditions of Eurotrips's general waiver.
101. **Please note:** Without prejudice to the provisions of paragraph 84-100, these Terms do not apply to any separate contracts that you may enter into for excursions or activities whilst on holiday. Any separate contracts that you may enter into are with the relevant supplier of those services.

ADDITIONAL ASSISTANCE

102. If you're in difficulty whilst on holiday and ask us to help we will provide appropriate assistance, in particular by providing information on health services, local authorities and consular assistance; and by helping you to find alternative arrangements and any necessary phone calls/emails. You must pay any costs we incur if the difficulty is your fault.

EXCURSIONS

103. Excursions or other activities that you may choose to book or pay for whilst you are on holiday are not part of your package or booking provided by us. For any excursion or other activity that you book, your contract will be with the operator of the excursion or activity and not with us. We are not responsible for the provision of the excursion or activity or for anything that happens during the course of its provision by the operator.

COMPLAINTS

104. Eurotrips maintains the highest standards in choosing supplier partners. If you are unhappy with the performance of any element of a booking made through Eurotrips, you must address your complaints to a member of Eurotrips's staff on site at the earliest possible opportunity. We will then attempt to find an appropriate solution. Please allow us a reasonable opportunity to rectify the problems you are experiencing, many complaints can be rectified on the spot or will be referred to a more senior member of staff. Failure to register any complaint at this time is likely to affect your right to compensation.
105. If you are dissatisfied with how your complaint was addressed on site, please contact our Customer Service team, in the London office, this must be submitted within 28 days of the last day or your trip, failure to do so will affect your rights under the contract. Please allow up to 14 working days from when the form was submitted, to receive a response while our team look into the issues outlined.

DISABLED CUSTOMERS AND CUSTOMERS WITH SPECIAL REQUIREMENTS

106. It is important that you tell us about any special needs and requirements so that suitable arrangements can be made. Eurotrips cannot be held responsible if you fail to tell us about special needs/requirements that may impact upon your booking and we will not compensate you in these circumstances. If you need support or advice prior to booking, please contact us using the contact details available on our website.

107. If you have a medical condition, mobility issue or a disability which may affect your booking, we may require a doctor's certificate or other documentation relating to such condition, problem or disability. Please provide us with full details of any such condition, or disability in writing at the time of booking or as soon as possible prior to your trip.

YOUR ACCOMMODATION

108. Only those Guests named on your Invoice can use the Package Components arranged by us under your holiday booking. You are not permitted to share any particular Package Component with any person not named on your Invoice. You agree not to damage any accommodation and to abide by any local laws, particularly in relation to noise.
109. You Shall be liable in the first instance for any claims against the Group. You or your Group may be denied any return boarding of transport if you refuse to pay or to undertake a commitment to pay on your return home.

DATA PROTECTION

110. Eurotrips will use your personal data for the purpose of administration, statistical analysis, assessment and analysis, marketing, host mailing, customer services, customer profiling, analysing your purchasing preferences, and improving services. Eurotrips may disclose your information to its service providers and agents for these purposes. You have a right to request a copy of the personal data Eurotrips holds about you, and to correct any inaccuracies in your information.
111. Eurotrips maintains a full privacy policy which may be viewed on Eurotrips website at all times. By booking through Eurotrips you agree to the terms of that privacy policy.

RESELLING

112. Eurotrips does not permit reselling of its products without prior written consent. Eurotrips does, however, work with a select group of country managers/curators who promote Eurotrips's products in various locations.
113. If you believe your booking may have been resold in breach of these Terms, please contact Eurotrips's Customer Services Department at hello@eurotrips.travel

PROMOTIONS AND GIVEAWAYS

114. All promotions, incentives and giveaways are non-transferable and have no monetary value. It is at the discretion of Eurotrips to award these as part of its marketing campaigns and they are subject to specific terms and conditions.

TRADE MARKS AND OTHER INTELLECTUAL PROPERTY

115. Eurotrips (or its licensor) own all intellectual property rights in the trade marks, trade names and logos used by it. You are not (and no member of your Crew is) authorized to use any of those marks, names or logos without Eurotrips's express prior written consent.

ENFORCEMENT

116. No failure or delay by Eurotrips in enforcing these terms shall prevent Eurotrips enforcing them at a later date or act as a waiver of its right to do so. Similarly, partial enforcement shall not preclude further enforcement of the same, or another, term at a later date.

FINANCIAL PROTECTION – FOR PACKAGE BOOKINGS MADE IN THE EEA AND THE UK

The EEA

117. In the EEA, in accordance with the Package Travel Act the supplier of your package Eurotrips, will be responsible for the performance of the services and ensuring that EEA consumers will have the correct financial protection in place to protect your money in the case of their insolvency.
118. In the event that paragraph 122 applies to your booking arrangements, the financial failure insurance is mediated by Vector Nordic AB (Corp Reg No 559006-0496) and underwritten by Gar-Bo Försäkring AB (Corp Reg No 516401-6668).
119. In the unlikely event of Eurotrips's Insolvency, you must contact Vector Nordic AB in writing to Box 55545, 102 04 Stockholm, Sweden or by email to info@vectornordic.com. Please ensure you retain the booking confirmation and any other receipt or documents as evidence of cover and value.
120. Policy exclusions: This policy will not cover any monies paid for travel insurance or any claim relating to air flights. If you have booked flights as part of your travel, you should ensure that the company with which you booked the flights has the appropriate financial protection in place.

The UK

121. For package bookings made in the UK, Eurotrips will be responsible for the performance of the services in accordance with the PTRs but financial protection will be provided by our UK agent, Day 8 Experiences Ltd ('Day 8'). Please see Day 8's terms and conditions for more details.
122. **Please note: if the booking was not made in the EEA or the UK, the scheme of financial protection will not apply to you.**

SEVERABILITY

123. If any provision or part of a provision, of these booking conditions is found by any court or authority of competent jurisdiction to be unlawful, otherwise invalid or unenforceable, such provision or part- provision will be struck out of these booking conditions and the remainder of these booking conditions will apply as if the offending provision or part-provision had never been agreed.

ASSIGNMENT

124. You may not transfer or assign any of your rights or obligations under these booking conditions without Eurotrips's prior written consent.

JURISDICTION

125. Your contract with Eurotrips shall be governed exclusively by the laws of Sweden. The courts of Sweden shall have exclusive jurisdiction to adjudicate upon any dispute or claim that arises out of or in connection with this agreement or its subject matter or formation (including non-contractual disputes and claims).

FOR PACKAGE BOOKINGS MADE IN THE EEA

The combination of travel services offered to you is a package within the meaning of Directive (EU) 2015/2302.

Therefore, you will benefit from all EU rights applying to packages. Eurotrips will be fully responsible for the proper performance of the package as a whole.

Additionally, as required by law, Eurotrips has/have protection in place to refund your payments and, where transport is included in the package, to ensure your repatriation in the event that it becomes/they become insolvent.

Key rights under Directive (EU) 2015/2302

- Travellers will receive all essential information about the package before concluding the package travel contract.
- There is always at least one trader who is liable for the proper performance of all the travel services included in the contract.
- Travellers are given an emergency telephone number or details of a contact point where they can get in touch with the organiser or the travel agent.
- Travellers may transfer the package to another person, on reasonable notice and possibly subject to additional costs.
- The price of the package may only be increased if specific costs rise (for instance, fuel prices) and if expressly provided for in the contract, and in any event not later than 20 days before the start of the package. If the price increase exceeds 8 % of the price of the package, the traveller may terminate the contract. If the organiser reserves the right to a price increase, the traveller has a right to a price reduction if there is a decrease in the relevant costs.
- Travellers may terminate the contract without paying any termination fee and get a full refund of any payments if any of the essential elements of the package, other than the price, are changed significantly. If before the start of the package the trader responsible for the package cancels the package, travellers are entitled to a refund and compensation where appropriate.
- Travellers may terminate the contract without paying any termination fee before the start of the package in the event of exceptional circumstances, for instance if there are serious security problems at the destination which are likely to affect the package.
- Additionally, travellers may at any time before the start of the package terminate the contract in return for an appropriate and justifiable termination fee.
- If, after the start of the package, significant elements of the package cannot be provided as agreed, suitable alternative arrangements will have to be offered to the traveller at no extra cost. Travellers may terminate the contract without paying any termination fee, where services are not performed in accordance with the contract and this substantially affects the performance of the package and the organiser fails to remedy the problem. 11.12.2015 L 326/25 Official Journal of the European Union EN
- Travellers are also entitled to a price reduction and/or compensation for damages where the travel services are not performed or are improperly performed.
- The organiser has to provide assistance if the traveller is in difficulty.
- If the organiser or, in some Member States, the retailer becomes insolvent, payments will be refunded. If the organiser or, where applicable, the retailer becomes insolvent after the start of the package and if transport is included in

the package, repatriation of the travellers is secured. Day 8 AB has taken out insolvency protection with Vector Nordic AB (Corp Reg No 559006-0496) and underwritten by Gar-Bo Försäkring AB (Corp Reg No 516401-6668).

- In the unlikely event of Eurotrips's Insolvency, you must contact Vector Nordic AB in writing to Box 55545, 102 04 Stockholm, Sweden or by email to info@vectornordic.com . Please ensure you retain the booking confirmation and any other receipt or documents as evidence of cover and value. Travellers may contact this entity or, where applicable, the competent authority Kammarkollegiet, Birger Jarlsgatan 16, 114 34 Stockholm, 08-700 08 00, registratur@kammarkollegiet.se if services are denied because of The Eurotrips 's insolvency.

<https://svenskförfattningssamling.se/doc/20181217.html>