

# FINNATURE

## GET CLOSE TO NATURE

### FINNATURE TERMS AND CONDITIONS

Please note that bookings with Finnature are accepted only in accordance with the full Terms and Conditions set out below. The booking conditions below form the contract between Finnature and you. Please read them carefully before booking. In these Terms and Conditions 'you' and 'your' mean all persons named on the booking (including anyone who is added or substituted at a later date). 'We', 'us' and 'our' mean Finnature Ltd.

**1. Booking:** You can make a booking and pay the 10% deposit or the whole price of a certain tour or product via Finnature webshop. You receive your booking confirmation by email; at this date, when you complete an appropriate deposit and receive our booking confirmation, a contract will come into force between us. You will be requested to fill the Personal Information Sheet and full details of requirements for a specific booking will be sent to you.

Provisional reservations for certain tours and products may also be made by telephone or email. You will be requested to fill the Personal Information Sheet. For the provisional bookings we will ask you to pay the 10% deposit via Finnature webshop to secure your place on the tour. The deposit will be fully returned in case of cancellation of the tour due to not sufficient reservations on the tour.

The balance must be paid in no less than 30 days prior to the commencement of the tour. The date the balance is payable will be advised by us when we confirm your booking. Unless notice of cancellation is received prior to the balance payment date, balance monies will remain due and payable. We will send you an invoice before the balance is due. If the balance has not been paid by the due date we reserve the right to treat your booking as cancelled by you and retain appropriate cancellation charges. Bookings accepted less than 30 days prior to departure must be paid in full at the time of booking.

Whether booking online or by telephone or email, it is implied and accepted that the 'lead name' on the booking guarantees that he/she has the authority to accept, and does accept, on behalf of the party, our Terms and Conditions.

**2. IMPORTANT!** Our tours are subject to a minimum number of bookings being achieved. Please do not book your flights before we have confirmed that the tour will operate. We reserve the right to cancel any tour up to 30 days prior to departure, should insufficient reservations have been made. All monies paid to Finnature by you will be refunded in full in case of cancellation of the tour due to not sufficient reservations on the tour. Please note that Finnature will not take responsibility for any cancellation charges or flight costs if you book and pay your flights before the confirmation of the tour from Finnature office.

**3. Cancellation:** You may cancel your booking at any stage. Your notice of cancellation will only be effective when it is received in writing by us at our office. Deposits are non-refundable. If you cancel

#### **Finnature Oy Ltd**

Ylikiimingintie 205, 91500 MUHOS, Finland

Tel. +358 (0)45 129 4264

E-mail: [info@finnature.fi](mailto:info@finnature.fi)

[www.finnature.com](http://www.finnature.com)

# FINNATURE

## GET CLOSE TO NATURE

any tour less than 30 days prior to departure, all balance monies will be forfeit. Once deposit has been paid, rather than cancelling, you may transfer an existing booking to another tour within the next 12 months from the original tour, any time up to 30 days prior to the balance monies being due. In this event any arising transfer costs must be paid by you. In addition, you may transfer your booking to another person to use for the original tour or for another of our tours within the next 12 months from the original tour, provided sufficient notice is given to us and it is possible for us to make the substitution. Again, any arising transfer costs must be paid by you. An administration charge of 100€ will be charged on each and any transfer.

**4. Accommodation:** If you book a place in a shared double room we will try to find a fellow participant to take the other place. However, if we fail to do so, we will contact you before the balance is due on the tour, to let you know how much the single supplement would be to have the room to yourself and keep the booking. At this point, if you don't want to pay the supplement, you may cancel your booking and your money will be returned.

**5. Tour alteration:** We will do everything possible to ensure that each tour runs as described in the itinerary. However, in the unlikely event that this is not possible, we reserve the right to alter the tour, e.g., to substitute accommodation and/or leaders if necessary, in which case participants will be informed at the earliest reasonable opportunity. Any alterations made will be of similar quality as described in the itinerary, and do not constitute grounds for compensation or cancellation without forfeit; our standard cancellation terms will apply if you choose not to travel for this reason. Our tour itineraries are intended only as a guide and do not constitute contracts. We reserve the right to change them at any time for emergency, logistical or other reasons as long as these alterations are keeping with the nature of the tour. The final decision for any alteration rests with our office and/or our tour guide(s) locally who often are in the best position to assess the situation 'on the ground'. No liability can be held by Finnature for any tour altered or cancelled due to reasons beyond our control, under circumstances which could not be avoided and where alternative arrangements cannot be made. Also, we will not be held liable for any loss whatsoever caused as a result of any delay or alteration.

We reserve the right to cancel any tour up to 30 days prior to departure, should insufficient reservations have been made. In this instance all monies paid will be refunded in full.

**6. Price changes:** We do all we can to avoid increases in our tour costs. However, we reserve the right to make changes to and correct unfortunate pricing errors in advertised prices at any time before your tour is confirmed, i.e., before entering into contract with you. We will notify you of any such change before we enter into a contract so you can decide whether or not to proceed. Last minute discounts may be available for tours through Finnature newsletter or website. Any changes in prices in this respect will be detailed on an individual basis, prior to your booking being made.

If we need to change the price after booking is confirmed, a surcharge or refund (as applicable) will be payable if our costs increase or decrease as a result of change in 1) transportation costs (e.g. fuel);

### **Finnature Oy Ltd**

Ylikiimingintie 205, 91500 MUHOS, Finland

Tel. +358 (0)45 129 4264

E-mail: [info@finnature.fi](mailto:info@finnature.fi)

[www.finnature.com](http://www.finnature.com)

# FINNATURE

## GET CLOSE TO NATURE

2) dues or taxes; or 3) any changes in the exchange rates which have been used to calculate the cost of your tour.

Even in the abovementioned cases, only if the amount of the increase in our costs exceeds 5% of the total cost of your tour (excluding any amendment charges) will we levy a surcharge. If any surcharge is greater than 10% of the cost of your tour (excluding any amendment charges), you will be entitled to cancel your booking and receive a full refund of all monies you have paid to us (excluding any amendment charges) or alternatively purchase another tour from us.

A refund will only be payable if the decrease in our costs exceeds 10% as set out above. Where a refund is due, we will pay you the full amount of the decrease in our costs.

You have 14 days from the issue date printed on the surcharge invoice to tell us if you want to cancel or purchase another tour. If you do not tell us within this period of time, we are entitled to assume that you will pay the surcharge. Any surcharge must be paid with the balance of the cost of the tour or within 14 days of the issue date printed on the surcharge invoice, whichever is the later.

We promise not to levy a surcharge within 30 days of the start of your tour.

**7. Responsibilities and liability:** The tour prices given do not include flights, personal travel insurance or items of a personal nature. All telephone calls, drinks or whatsoever must be settled by you before departing from the accommodation.

You must be fit and well to participate on our tours. We rely on your own assessment of your own ability to take part. We require you to inform us about any disability or medical condition which may prohibit your full participation in the tour. We reserve the right to decline any booking where we feel unable to accommodate the needs of a participant or the nature of the tour may be unsuitable for that participant. Further, we reserve the right to refuse to take participants who have not provided all relevant details of any disability, medical condition or other factors which affect your ability to fully take part in the tour at the time of booking (or as soon as any such condition develops, if later). In such case, we have the right to cancel any tour and impose cancellation charges from you.

Finnature cannot be held responsible for any loss or damage to personal items, or for personal illness, accident or injury. You must have sufficient personal insurance against cancellation charges or other loss or injury.

We will accept responsibility should the services detailed in the tour descriptions be deficient or not of reasonable standard. We will also accept responsibility for any acts or omissions by ourselves which result in any loss or injury to you. We do not take responsibility for any loss or injury resulting from any act or omission by persons over whom we have no control. Claims in the above matters, which can be solved during the tour, must be notified to us as soon as possible. If the participant neglects to

### **Finnature Oy Ltd**

Ylikiimingintie 205, 91500 MUHOS, Finland

Tel. +358 (0)45 129 4264

E-mail: [info@finnature.fi](mailto:info@finnature.fi)

[www.finnature.com](http://www.finnature.com)

# FINNATURE

## GET CLOSE TO NATURE

notify such claims during the tour, we do not accept responsibility later. Claims in matters that cannot be solved during the tour must be notified to us in writing within 30 days of your return from the tour.

**8. Photos:** We reserve the right to take photographs during our tours and to use them for promotional purposes. By booking with us, you agree to allow your image to be used in this way. Participants who prefer or require their image not to be used must inform us in writing prior to the tour.

**9. Personal information:** All names and addresses on the Finnature mailing list are held on our office computer. No information stored will ever be passed to a third party. If, however, you object to your name and address being stored, please inform us and we will remove your details.

**10. Photography hide booking:** The payment for photography hide must be paid in full when the booking is made. You may cancel the booking any time before the tour. If cancellation is made before 14 days of the commencement of the tour, the payment will be returned excluding an administration charge of 15€. When cancelling less than 14 days the payment will not be returned; however, rather than cancelling, you may transfer your booking to another date within 12 months, or to another person, provided sufficient notice is given to us. In this event any arising transfer costs must be paid by you. We reserve the right to cancel any photography hide booking up to 30 days prior to departure. In this instance all monies paid will be refunded in full.

**11. Guided one day birdwatching excursion:** The payment for guided one day birdwatching excursion must be paid in full when the booking is made. You may cancel the booking any time before the tour. If cancellation is made before 14 days of the commencement of the tour, the payment will be returned excluding an administration charge of 15€. When cancelling less than 14 days the payment will not be returned; however, rather than cancelling, you may transfer your booking to another date within 12 months, or to another person, provided sufficient notice is given to us and it is possible for us to make the substitution. In this event any arising transfer costs must be paid by you. We reserve the right to cancel any photography hide booking up to 30 days prior to departure. In this instance all monies paid will be refunded in full.

### **Finnature Oy Ltd**

Ylikiimingintie 205, 91500 MUHOS, Finland

Tel. +358 (0)45 129 4264

E-mail: [info@finnature.fi](mailto:info@finnature.fi)

[www.finnature.com](http://www.finnature.com)

# **FINNATURE**

## **GET CLOSE TO NATURE**

### **12. Age requirements:**

You must be over the age of 18 to make a booking with us. Anyone under the age of 18 on the date of first travel is considered to be a minor. All bookings with a minor are subject to review and approval by us.

Minimum age for minors attending to Finnature's set departure photography tours is 15 years old.

Minors must be accompanied by a parent or a legal guardian. Parent / legal guardian is responsible for the behavior, supervision and monitoring of minors, and accepts these Terms and Conditions for and on behalf of any minors on their booking, including all assumptions of risk and limitations of liability.

A discount for minors is available on guided one day birdwatching excursions. A 50% discount is granted to minors under the age of 15 travelling with a paying parent / legal guardian. Only one discount is granted per paying parent / legal guardian.

**Finnature is an official Package travel trader (Organiser) and a Travel agent**

**Registration number:** 1193/05/Mj

**Terms and Conditions updated 8.11.2018.**

### **Finnature Oy Ltd**

Ylikiimingintie 205, 91500 MUHOS, Finland

Tel. +358 (0)45 129 4264

E-mail: [info@finnature.fi](mailto:info@finnature.fi)

[www.finnature.com](http://www.finnature.com)