



PURESCANDINAVIA

PURE SCANDINAVIA – BOOKING TERMS & CONDITIONS

These Booking Conditions set out the terms on which you contract with Sisu Corporation Pty Ltd trading as Pure Scandinavia (PS) for the arrangement and delivery of travel arrangements for your trip. By placing a booking with us, you acknowledge that you have read, understood and agree to be bound by these Booking Conditions.

These Booking Conditions only apply to travel arrangements which you book with us and which we agree to make, provide or perform (as applicable) as part of our contract with you as the principal operator of the travel arrangements. We reserve the right to change these Booking Conditions at any time prior to you making a booking request.

Where we act as agent for the principal operators of the travel arrangements, your contract will be with the principal operator and will be subject to the principal operator's booking conditions. To the extent we have a legal relationship with you where we are acting as agent for the principal operator of travel arrangements our Agency Booking Conditions which are published on our website will apply and these Group Booking Conditions will have no effect.

"You" and "Your" means all persons named in a booking (including anyone who is added or substituted at a later date). "We", "us", "our" and Pure Scandinavia means Sisu Corporation Pty Ltd.

MAKING A BOOKING

A booking request is accepted when you pay a deposit and we issue a written (generally via email) booking confirmation. It is at this point that a contract between PS and you comes into existence subject to these Booking Conditions. We reserve the right to decline any booking at our discretion. No employee of PS other than a director has the authority to vary or omit any of these Booking Conditions or to promise any discount, refund or credit.

SERVICES

The services we provide to you are limited to (a) the arrangement and coordination of your travel arrangements; and (b) the delivery of travel arrangements which we directly control. This includes (often significant) work undertaken prior to travel to arrange and coordinate the delivery of your travel arrangements

PRICING

Prices shown in our brochures are in Australian Dollars (\$AUD) and were accurate based on prices and exchange rates at the time of printing or publication. We reserve the right to adjust published prices due to currency fluctuations, government charges or increased costs of services at any time. Please enquire with us or check our website prior to making a booking request for the current prices.

Please be aware that tour pricing may be based on a number of foreign currencies and the total cost of your trip can only be guaranteed upon final payment. Up until that time PS reserves the right to amend your tour pricing in accordance with negative currency fluctuations and the imposition of new or amended government charges.

NOT INCLUDED IN THE TOUR PRICE

Unless otherwise stated, international and domestic airfares, visas, airport taxes, port taxes, city taxes, security



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charges, airport/hotel transfers, gratuities, items of a personal nature, travel insurance, vaccinations, emergency evacuation costs, laundry, meals (other than those stipulated), additional beverages and consumables are not included in the tour price.

PRICE SURCHARGES

We reserve the right to surcharge the cost of your booked travel arrangements prior to commencement for circumstances beyond our control such as currency devaluation, fuel or air fare surcharges, or the imposition of new or amended Government charges. We will not surcharge for currency fluctuations once full payment has been received by us.

DEPOSIT

Pure Scandinavia Exclusive Tours a deposit of \$1,500 per person is required within seven days (unless otherwise stated). For all other arrangements, deposit amount will be advised on quotation. We will then issue your booking confirmation. The deposit represents a fee payable to us for services associated with the processing and confirmation of your booking and any consultations on travel arrangements that we may provide to you. Because these services are provided as soon as we confirm your booking, the deposit is non-refundable other than where we cancel your travel arrangements for reasons other than Force Majeure (see below). We are not obliged to hold or confirm any services for you until we receive your deposit. If you fail to pay the deposit on time, then we reserve the right to cancel your booking without notice. If the price of any services increases before we receive your deposit, we reserve the right to pass on this price increase to you. This is in addition to our right to increase prices prior to full payment as stated above.

Preview Offers: A deposit of \$1500 per person is required within seven days (unless otherwise stated). We will then issue your booking confirmation. The deposit represents a fee payable to us for services associated with the processing and confirmation of your booking and any consultations on travel arrangements that we may provide to you. Because these services are provided as soon as we confirm your booking, the deposit is non-refundable other than where we cancel your travel arrangements for reasons other than Force Majeure (see below). We are not obliged to hold or confirm any services for you until we receive your deposit. If you fail to pay the deposit on time, then we reserve the right to cancel your booking without notice. If the price of any services increases before we receive your deposit, we reserve the right to pass on this price increase to you. If the cost of the tour increases This is in addition to our right to increase prices prior to full payment as stated above.

FINAL PAYMENT

The balance is due up to 60 days before commencement of your trip, however, payment schedules can vary depending on our supplier requirements. Certain tours also may require payment (including full payment) earlier or additional instalment payments to be made. Payment schedules will be provided to you at the time of booking. Late payment may cause cancellation of all or part of your trip, with no refund payable. We are under no obligation to remind you of the balance becoming due. For late bookings (bookings within 90 days of departure), full payment is required at the time of request. You acknowledge that we may not be able to confirm services, in which case we will provide you with a refund.

Payments can be made by direct deposit or credit card. Unfortunately, we are unable to accept cheques or cash.



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Account details for direct deposit are as follows:

BENDIGO BANK

ACCOUNT NAME: Sisu Corporation Pty Ltd

BSB: 633-000

ACCOUNT # 145 243 648

OSKO 146 187 779

Please include your name as the reference and advise us via email (info@purescandinavia.com.au) that you have made the payment.

Payments made by credit card will incur a 1.20% merchant surcharge for MasterCard (including Corporate and Premium), 1.4% for Visa (including Corporate and Premium), 1.8% for American Express and 2.5% for Diners. International Credit cards attract a surcharge of 3.00%. PS (as merchant) is fully compliant with Reserve Bank of Australia regulations with regard to credit card surcharging which took effect from 1/9/2017.

CANCELLATIONS BY YOU

COVID-19 credit redemptions

If: (a) we issued you with a credit due to your original travel arrangements being disrupted by Covid-19 and associated restrictions; and (b) you have redeemed that credit for new travel arrangements; then (c) you agree that we will not be obliged to refund you the value of the credit if you cancel your new travel arrangements.

If you cancel travel arrangements that have a value which exceeds the value of your credit (Excess Payment), then we will refund you the Excess Payment, less cancellation fees in accordance with the table below, calculated from the date which we receive written notice of cancellation:

- More than 60 days before commencement - 25% of the Excess Payment
- From 59 days to 39 days before commencement - 50% of the Excess Payment
- Less than 39 days or no show 100% of the Excess Payment

COVID-19 credit redemptions

If after we confirm your booking: (a) new or changed quarantine requirements are imposed by government authorities either in a destination you are due to visit or in your home State or county and these remain in effect 60 days before commencement of travel arrangements booked with us; and (b) these new or changed quarantine requirements make it reasonably impractical for you to travel; then (c) you may give us written notice to cancel your trip not less than 45 days prior to commencement of the first arrangement. If you cancel travel arrangements in these circumstances, then we will refund payments made by you less: (a) unrecoverable third party costs and other expenses incurred by us in relation to your travel arrangements; (b) overhead charges incurred by us relative to the price of your travel arrangements; and (c) fair compensation for work undertaken by us in relation to your travel arrangements until the time of cancellation and in connection with the processing of any refund.

Other cancellations

1. Pure Scandinavia Exclusive Tours. If you wish to cancel your Pure Scandinavia Exclusive trip, we require written notice and will make refunds to you less cancellation fees in accordance with the table below, calculated from the date which we receive written notice.



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- Over 60 days before commencement: Loss of deposit
- From 59 to 40 days – 40%
- Within 39 to 30 days – 60%
- Less than 30 days or no show – 100%

Please note payment and cancellations conditions are different for rail, river and ocean cruises, both charter and scheduled. Please refer to the relevant brochure in connection with these charters. You agree that the deductions and cancellation charges specified above are reasonable and required to protect the legitimate business interests of PS.

Please note that if you have booked and then cancel any services not forming part of a Pure Scandinavia Exclusive Tour (for example pre/post accommodation, airfares, transfers, travel insurance), the supplier of these services will impose cancellation fees in accordance with their terms and conditions which you will be responsible for. PS may also charge cancellation fees for these cancelled services in accordance with our Agency Booking Conditions. For group departures, a transfer of a confirmed booking to another departure date at your request is deemed to be cancellation of the original booking.

ILLNESS OR VACCINATION STATUS PREVENTING TRAVEL

If due to any illness, suspected illness or failure to satisfy any required tests (such as a PCR or rapid antigen test in relation to Covid-19):) or vaccination requirements:

- an airline or other common carrier refuses you carriage;
- a hotel or vessel refuses to accommodate you; or
- we or our suppliers (acting reasonably) exclude you from the trip and you are consequently prevented from commencing or continuing your trip, then:
 - if you have already commenced your trip, we will provide you with reasonable assistance to arrange alternative travel arrangements or to continue the trip. This will be at your cost.
 - if you have not commenced your trip then we regret we will not be in a position to provide such assistance.

We will not be liable to refund the cost of your trip (or any part of it) because we would have already paid (or committed to pay) suppliers and we would have already performed significant work preparing for the delivery of your trip and servicing your booking. We will not be responsible for any other loss or loss you incur in connection with your booking (for example, airfares and visa expenses) if you are prevented from commencing or continuing your trip in these circumstances.

CANCELLATIONS OR RE-SCHEDULING BY US

In these Booking Conditions, the term Force Majeure means an event or events beyond our control and which we could not have reasonably prevented, and includes but is not limited to: (a) natural disasters (including not limited to flooding, fire, earthquake, landslide, volcanic eruption), adverse weather conditions (including hurricane or cyclone), high or low water levels; (b) war, armed conflict, industrial dispute, civil strife, terrorist activity or the threat of such acts; epidemic, pandemic; (d) any new or change in law, order, decree, rule or regulation of any government authority (including travel advisories and restrictions).

Force Majeure – Prior to travel:

If in our reasonable opinion, we your travel arrangements cannot safely or lawfully proceed due to a Force



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Majeure Event, then we at our discretion may elect to:

- reschedule your travel arrangements (in whole or in part) and/or
- cancel your travel arrangements (in whole or in part), in which case our contract with you will terminate (in whole or in part)

If we cancel your travel arrangements and our contract terminates, neither of us will have any claim for damages against the other for the cancelled arrangements. However, we will refund payments attributable to the cancelled travel arrangements less (a) unrecoverable third party costs and other expenses incurred by us for the cancelled travel arrangements; (b) overhead charges incurred by us relative to the price of the cancelled travel arrangements; and (c) fair compensation for work undertaken by us in relation to the cancelled travel arrangements until the time of cancellation and in connection with the processing of any refund.

Force Majeure – During travel:

If we cancel your travel arrangements after your trip has commenced due to Force Majeure, we will provide you with a refund of recoverable third-party costs only.

FORCE MAJEURE – GENERAL

If we provide you with any alternative services or assistance where travel arrangements are cancelled or rescheduled due to Force Majeure, then you agree the amount to be refunded to you will be reduced by the value of these services and assistance.

If we cancel your trip for reasons beyond Force Majeure, you will be offered (at your election) a full refund of all funds paid over to us, or the offer of a trip of substantially equal quality if appropriate. PS disclaims any liability to you for the costs of fares, visas or any other expenses incurred by you as a result of postponement or cancellation of your travel arrangements by us whether due to Force Majeure or otherwise. You acknowledge that the terms in this section are reasonably necessary to protect our legitimate business interests.

MINIMUM NUMBERS

Some tours are based on a minimum number of passengers travelling. We will advise you prior to confirming your booking if this is the case. If a tour fails to attract the minimum passenger numbers, the tour may be cancelled, or we may pass on any pro-rata increases in costs at our discretion. If a tour is cancelled, monies already paid by you will be refunded or credited towards future travel at your election. We will not be responsible for any other travel arrangements affected by, or any additional costs incurred as a result of our cancellation.

AMENDMENTS BY YOU

We will endeavour to accommodate amendments and additional requests. You acknowledge that these may not be possible to fulfil. An amendment fee of AU\$50 will be levied to cover communication and administration costs for any changes to bookings. You will also be required to pay any additional costs charged by suppliers.



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AMENDMENTS BY US

Every effort will be made to adhere to the published touring itinerary. Occasionally, circumstances beyond our and our suppliers' control will force changes, amendments or modifications to the itinerary and its inclusions. If circumstances beyond our control such as road conditions, poor weather, changes in transport schedules and/or vehicle breakdowns mean that we need to amend your itinerary or the services with it, we shall notify you in writing as soon as possible. If the change arises during your trip, our representatives will make every effort to contact you personally. We reserve the right to substitute alternative transport or accommodation in the interests of the safety of our passengers and/or the successful completion of the itinerary. You agree that we have the right to pass on any costs we incur for alternative arrangements we put in place for your benefit in these circumstances. To the fullest extent permitted by law, PS will not be responsible for any omissions or modifications to the itinerary or the inclusions made as a consequence of these circumstances. If you are entitled to any compensation at law for any changes or modifications in these circumstances, then you agree that any compensation you are entitled to will be reduced by the value of any alternative services we provide to you which you accept. PS disclaims any liability to you for the costs of airfares, visas or any other expenses incurred by you.

UNUSED & DENIED SERVICES

No refunds will be made for of any travel arrangements not utilised, whether by choice or because of late arrival or early departure. This includes the failure of transport to operate according to schedule, which we disclaim responsibility for. If you are not fully and validly vaccinated against Covid-19 in the destination(s) where services are to be provided, and particular suppliers refuse to provide you with travel arrangements, then you agree you will not be entitled to any refund for those arrangements. We will not be responsible to you for any loss or expenses you incur (including loss of enjoyment or the costs of alternative arrangements) if you are denied services in these circumstances.

ACCOMMODATION

We reserve the right to substitute hotels, vessels and other forms of accommodation with properties or vessels of a comparable or higher standard.

PASSPORTS, VISAS & VACCINATIONS

It is a requirement that you hold a valid passport and visas for your journey. It is your sole responsibility to ensure that you are in possession of the necessary documentation to comply with the laws and regulations of the countries to be visited. It is your sole responsibility to obtain vaccinations and preventative medicines as may be required for the duration of the tour. Any information provided by us is given in good faith.

CLIENT NAMES EXACTLY AS PER PASSPORT

For security reasons, airlines and our overseas suppliers require names to be given exactly as stated in your passport. If you do not advise the correct information and we have to re-issue airline tickets or other documentation, then you will be responsible for any fees charged (such as airline cancellation charges or re-issue fees) in addition to our own reasonable administration fees.



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VACCINATIONS

It is mandatory for you to be fully vaccinated against Covid-19 with a vaccine approved by the Australian Therapeutic Goods Administration (TGA). This is so we can provide a safe environment (by mitigating health risks) for our staff, our contractors, our suppliers and their staff, and our other customers. It also assists to protect the communities you will visit. You agree to provide us with satisfactory evidence of vaccination at least 30 days prior to the commencement of travel arrangements booked with us. If you fail to provide evidence of vaccination by the time required, then you acknowledge and agree that this will be deemed a cancellation by yourself. Please refer to the "Cancellation by You" section above. It is your responsibility to obtain vaccinations and preventative medicines as may be required for the duration of the trip. Any information provided by us is given in good faith.

EXCLUSION FROM TOUR

When joining a group tour, you undertake to conduct yourself in a manner conducive to good group dynamics. If you act in a manner that threatens or disrupts the safety or enjoyment of others on the tour, the tour host or tour guide acting reasonably may require that you leave the tour. PS will not be responsible for any other travel arrangements affected by, or any additional costs incurred as a result of your booking being cancelled or your being asked to leave the tour as described above, including costs of airfares, visas or any other expenses incurred by you as a result of our cancellation.

HEALTH & FITNESS

It is your responsibility to ensure that you have a suitable level of health and fitness to undertake the trip of your choice. If you suffer from a medical condition which may reasonably be expected to increase your risk of needing medical attention, or which may affect the normal conduct of the trip, then you must advise us at the time you make your booking request.

We may request you to provide an assessment of your medical condition from a qualified medical practitioner. If the assessment indicates that you will require special assistance from personnel which we cannot reasonably provide, then we may cancel your booking. Provided you notified us of your medical condition at the time you made your booking request, we will provide you with a full refund of payments made. If you fail to notify us at that time or if you fail to provide a medical assessment within a reasonable time of our request, then this will be considered a cancellation by you. We reserve the right to cancel your booking if any changed or non-disclosed medical conditions mean that you will require special assistance which we cannot reasonably provide. We strongly suggest that your travel insurance policy includes comprehensive cancellation coverage.

DIETARY REQUIREMENTS

Special dietary requests are required to be notified to us at the time of booking. Although we will use reasonable endeavours to accommodate requests, we cannot guarantee requests will be met by suppliers. It is your responsibility to check that meals and beverages do not contain any allergens. We expressly disclaim any liability for meals or beverages that contain allergens.

TRAVEL INSURANCE

For international tours, it is a condition of travel that each passenger is adequately covered by an appropriate



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comprehensive travel insurance policy to cover cancellation, medical requirements, luggage, repatriations, medical evacuation and additional expenses. For domestic travel (ie within Australia), travel insurance is strongly recommended. Please also check the contingencies of your prospective insurance cover and ensure you are aware of its conditions and omissions. We strongly advise travel insurance is purchased at time of booking to provide full cover. You must provide us with the insurance company name, policy number and emergency contact number relating to such a policy within 14 days of final payment being made.

COMPLAINTS

If you have a complaint about any aspect of the travel arrangements, you must immediately bring it to the attention of PS or our local representative at the time to give us the opportunity to put things right. If you fail to do this, you agree that you waive the right to make a future claim against us in connection with the problem. If you notify us or our local representative of the problem and the problem is not solved to your satisfaction you must forward your complaint in writing to PS no later than 30 days after completion of the tour, otherwise you waive the right to make a claim against us in connection with the problem.

INDEPENDENT SERVICES

PS We are not responsible for any additional activities or excursions which are not included in the booked itinerary or which we sell as agent for the principal operator. Any advice or recommendation made by a guide or local representative does not make us responsible.

ACCEPTANCE OF RISK

You acknowledge that travel involves personal risks which may be greater than those present in your everyday life. This could be as a result of the adventurous nature of your trip or the visiting of destinations which present geographical, political or cultural risks and dangers. You should consult guidance issued by the Department of Foreign Affairs and Trade (DFAT) applicable to the destinations within your itinerary. You acknowledge that your choice to travel is made having had the benefit of DFAT guidance, and you accept any additional personal risks associated with your travel. To the fullest extent permitted by law, we disclaim any liability for these risks.

RESPONSIBILITY

Services supplied by independent suppliers

Where a third party over whom we have no direct control (Independent Supplier) is the supplier of travel arrangements that form part of your trip, you acknowledge that our obligations to you are limited to taking reasonable steps to select a reputable Independent Supplier and arranging for them to provide those travel arrangements to you. Independent Suppliers over whom we have no direct control include but are not limited to airlines, railway and cruise operators, hoteliers, independent transport companies (i.e., vehicles not operated by us) and common carriers.

Where a third party over whom we have no direct control (Independent Suppliers) is the supplier of travel arrangements that form part of your tour, you acknowledge that our obligations to you are limited to arranging for the Independent Supplier to provide those travel arrangements to you. Independent Suppliers over whom we have no direct control include airlines, railway and cruise operators, hoteliers and common carriers. To the fullest extent permitted by law, we will not be responsible to you for any loss, damage, personal injury or delay



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attributable to the actions or omissions of an Independent Supplier. Any claims you have in this regard must be made against the Independent Supplier. You acknowledge that the Independent Supplier's liability to you may be limited by their own terms and conditions.

Services we directly supply

To the extent only that we are the principal supplier of travel arrangements or other services to you which we control, then we will provide those travel arrangements and services with reasonable skill and care. We will only be responsible for our employees in the course of their employment, and for our agents and suppliers (where we are not the supplier's agent or where the supplier is not an Independent Supplier) if they were carrying out the work we had asked them to do. We will not be responsible for any loss, damage, claim or expense caused by the acts or omissions of yourself, of any other third party not connected with the provision of the travel arrangements or services, or due to an event of Force Majeure.

GENERAL LIABILITY LIMITATION

You acknowledge that travel arrangements or services which comply with local laws and regulations will be deemed to have been properly performed, even if this would not be considered the case in Australia. Australian Consumer Law and corresponding legislation in other jurisdictions in certain circumstances imply mandatory conditions and warranties into consumer contracts ("Consumer Warranties"). These Booking Conditions do not exclude or limit the application of the Consumer Warranties. Other than the Consumer Warranties, PS disclaims all warranties. To the fullest extent permitted by law, the maximum liability of PS to you under these Booking Conditions, in tort (including negligence) or at law is limited to arranging for the travel arrangements to be resupplied or payment of the cost of having them resupplied.

DEEMED ACCEPTANCE

By making a booking request, you are deemed to have agreed and consented to all terms in these Booking Conditions and in any other documents provided to you by PS or any other person who may have booked the tour on your behalf. If you book on behalf of another party, you represent and warrant to PS that you are duly authorised to provide the agreement and consent the other party and you agree that you will be responsible for any loss or damage PS incurs if this is not the case.

IMAGE RELEASE

When on tour, we may from time to time take photographs or make recordings of you and tour activities that may identify you. We reserve the right to use any photographs and/or recordings for promotional reasons. In using such images, you consent to the use of such images or recordings by us and you acknowledge that you will not be entitled to payment or other compensation for the giving of this consent. If you do not consent to the release and use of your image, then please advise PS in writing within 30 days following payment of your deposit.

GENERAL

The contract between you and Sisu Corporation Pty Ltd trading as Pure Scandinavia is deemed to have been made in the State of Queensland, Australia, and shall be governed by the laws of Queensland. Any disputes shall be dealt with by a court with the appropriate jurisdiction in Queensland. If any provision of these Booking Conditions is found to be unenforceable, then to the extent possible it will be severed from these conditions



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without affecting the remaining provisions. Any personal information you provide to us will be collected, stored, used, protected and shared in accordance with Australian Privacy Principles.

20.6.2022