

# Holiday Farm Lahtela

## Contract terms for Countryside Travel Services

### 1 §. Area of application

These contract terms will be applied when delivering Countryside Travel Services at Holiday Farm Lahtela for private persons, other enterprises or communities.

### 2 §. Definition

Term "Countryside Travel Services" used in this document refers to

- a) lodging;
- b) lodging combined with other service that can be considered not essential with regards to the service entirety; or
- c) one or more of the following services: catering, meeting or party arrangement, recreational services such as fishing, skiing, hiking, horseback riding, canoeing etc., as well as guidance and training related to these services.

### 3 §. Entering into contract

The contract is entered into and both contract parties will become bound by the terms of contract at the event when the contract terms have been communicated to the Customer and he has thereafter paid the advance payment at minimum.

### 4 §. Payment terms

If the service is ordered earlier than 28 days before the start date of services, an advance payment of 25% of the total sum shall be paid within 7 days from the reservation date. The full price of the service shall always be paid 14 days before the start date of services, latest. If the reservation is done later than 28 days before start date, the full price shall be paid at reservation.

If the reservation is made in the telephone, the payment (i.e. advance payment or the full price if the Customer as stated before shall pay full price at reservation) shall be made within two (2) bank days to the Supplier's account. The additional information attached to the money transfer shall include information relevant to the service (service type, duration, name of product package, other information etc.) as instructed by the Supplier. Before start of service the Customer shall present a receipt or other verification of the payment done.

Should the Customer not comply with these payment terms, the Supplier has a right to consider the reservation cancelled and end the contract.

### 5 §. Customer's rights to end the contract

If the Customer or a close person living in the same household with him suddenly gets seriously ill, suffers a serious accident or dies, the Customer has a right to end the contract and receive back the amount paid for the services, subtracted by commission which has been informed before. Any payment shall however not be returned if the use of services has already started.

Any reason that will hinder the use of service shall be informed immediately. An illness or accident hindering the use of the service shall be proved with a written doctor's certificate.

Customer has a right to end the contract without a given reason,

- a) 28 days before start date of service; by paying of the commission informed before;
- b) later than 28 days before but earlier than 14 days before the start of service; by paying 25% of total price;
- c) later than 14 days but earlier than 48 days before start of service; by paying 50% of total price.

If the contract is ended later or the Customer does not inform the Supplier of not using the service before the start of service, the Supplier has a right to charge the full price for the service.

It is Customer's responsibility to always inform the Supplier if he will not use the service or if he will use it in a significantly smaller amount as agreed on, for example if the number or persons attending or duration of service will significantly change. This notification shall be made in writing or other appropriate way into the address informed by the Supplier. The contract is considered ended or changed at the event when the Customer's notification has been received by the Supplier. If the Customer is able to prove that the notification has been delivered in the Supplier's given address at the correct time, the notification is considered received at a time when it should have been received in a regular way, even if the notification was delayed or disappeared.

If the Supplier is able to sell the same service to a third party, the Supplier shall return to the original Customer the amount paid before for that part that has been sold to the third party. The Supplier has however a right to subtract the commission from the returned amount, as informed before.

#### **6 §. Supplier's right to end the contract**

The Supplier has a right to end the contract or stop delivering a service in the event of force majeure, such as fire, act of God, act or regulation of authorities, labor dispute or other sudden, unpredictable incident comparable to these, not dependent on the Supplier, that hinders or significantly hampers the delivery of the service. If the contract is ended in this situation, the full price paid for the service shall be returned to the customer, or in the event that the service is stopped, the amount or the remaining part of service.

The Supplier shall inform the customer immediately of any reason that hampers the delivery of service.

#### **7 §. Responsibility for the scope of contract**

The Supplier is responsible for delivering the services agreed in the contract in such a way that they have been marketed or otherwise specifically agreed upon within the reservation.

#### **8 §. Responsibility of contract parties and compensation for damage**

The Supplier is not responsible for an accident caused by a force majeure or other unpredictable reason, that the Supplier or other enterpriser working for him would not have been able to foresee or avoid even if working in the most dutiful manner. Supplier shall inform the customer of any such event or obstacle as soon as possible and work in a way that the loss suffered by the customer will be as small as possible.

The customer shall obey any rules, restrictions and instructions given by the supplier and he shall be responsible for the damage that he causes to the supplier or third parties.

It is customer's responsibility to take care that he has the required permissions and other documents for the services he intends to use, such as passport, visa, firearm certificate, fishing certificate, as well as necessary insurance coverage.

If the customer does not use all the services agreed on before or he uses them only partially, this does not entitle him to discount or return of the paid price.

#### **9 §. Complaints and settlement of disputes**

The customer shall immediately notify the supplier of any deficiency that can be rectified during the service. Other notifications or complaints for deficiencies that could not have been rectified during the service, as well as requests for compensation, shall be communicated to the supplier in writing no later than one (1) month from the end of service.

Should the customer and supplier not be able to mutually settle the dispute, the customer has a right to file a case in the Consumer Complaint Board. If the case is brought to the Court of Justice, the matter shall be handled in the Court of customer's residence.

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