

# BREKKE'S 2023 TERMS & CONDITIONS

## RESERVATIONS & PAYMENT

Before reservations are made, a reservation form must be submitted along with applicable payment. Enrollment and payment constitutes your acceptance of the terms and conditions in this document. A reservation is considered effective and binding only after confirmation in writing has been received from Brekke Tours.

### Deposit:

Escorted tours: \$600/person

Independent packages: \$500/person or subject to services booked.

Customized independent itineraries: \$500/person + an initial \$200 non-refundable planning fee. This fee will be applied to your final balance, provided total travel arrangements are greater than \$1500 per person (not including airfare or car rentals). Payment of deposit indicates acceptance of our cancellation fees, as well as the other Terms & Conditions outlined. The customized independent itinerary outlined by Brekke Tours is based on requests presented by the client with suggestions by Brekke Tours. Should the client prefer modes of transportation, time schedules, and/or hotel properties other than those presented, it is the responsibility of the client to inquire and request such information from the Brekke Tours agent prior to itinerary confirmation. Price is quoted as a package and itemization for individual services cannot be provided.

Airfare: Full payment is due at time of booking.

**Final balance:** 75 days prior to departure or subject to services booked. Failure to receive final payment may result in automatic cancellation and loss of deposit.

**Form of payment:** Checks, Money Orders, VISA, MasterCard and American Express

### Additional / Processing Fees:

A la carte booking fees: From \$50 per service/per credit card

Shipping / Handling fees: From \$25 per order per credit card, subject to contents

Service fee for airline tickets: International Flights: \$50 per person; Domestic Flights: \$30 per person

Late booking fee: If we are able to assist with your last-minute booking, a late booking fee (from \$50) may apply to requests received within 45 days prior to departure.

## CANCELLATIONS – All cancellations must be submitted in writing.

Cancellations must be in writing. A change of itinerary or traveler name (substitution) after receipt of deposit will be treated as a cancellation and new reservation; standard cancellation fees apply. The following standard per person cancellation fees will apply:

### Escorted Tours:

More than 75 days prior to departure: \$400 per person;

74 – 45 days: \$2000 per person

44 – 7 days: \$2500 per person

Less than 7 days: nonrefundable

### Independent Package / Customized Independent Itinerary / Other Services:

More than 75 days prior to departure: \$300 per person

74 – 45 days prior to departure: 50% of total package price

44 – 7 days prior to departure: 75% of total package price

Less than 7 days prior to departure: Non-refundable

Additional fees may also apply to cancellation of air, cruise, or other services, as well as services booked outside of your package. Please inquire.

Booking / Shipping/Handling / Planning Fees: Non-refundable

Cancellation by Tour Operator: Brekke Tours reserves the right to cancel any tour up to 60 days prior to departure. In the event a tour is cancelled, Brekke Tours has no responsibility beyond a refund of monies paid by the participant for the tour. Additional costs or fees related to the issuance and/or cancellation of airline tickets or other travel reservations not made by Brekke Tours cannot be refunded by Brekke Tours.

Change/Cancellation due to Force Majeure: Force Majeure Event means any event or circumstance beyond the control of Brekke, including but not limited to: (a) an act of god (such as earthquake, flood, fire, explosion, landslide, lightning, action of the elements, force of nature, washout, typhoon, hurricane, volcano, cyclone, tsunami, storm or storm warning or natural disaster); (b) industrial disputes, work ban or other labor dispute or difficulty; (c) acts of terrorism, political unrest, war or threat of war, riots or civil strife; (d) failure or delays to scheduled transportation and the closure of airports or ports; (e) quarantine, pandemic, epidemic or health risk; (f) governmental and administrative actions (including closure of borders and travel warnings and restrictions).

Conditions may require that a trip is changed or cancelled as a result of a Force Majeure Event. Should this occur, you may be rebooked on a future travel date or a future travel

credit (FTC) will be provided based on the value of funds paid to date on the land arrangements less any third-party costs incurred. FTC's are not redeemable for cash, but will be valid for 24 months from date of issue. If a trip is terminated mid-trip due to a Force Majeure event, and should we provide you with any alternative service or assistance (such as hotels or travel) then you agree to pay for these costs. Brekke Tours cannot accept responsibility for any additional costs or fees related to a cancelled tour booking or for any cancellation penalties due to non-refundable airfares. Travelers specifically agree and acknowledge that these are their sole remedies, and specifically agree not to dispute or challenge credit card or debit card charges related to such travel.

## TRAVEL INSURANCE

Travel insurance is highly recommended to help protect you and your trip investment against the unexpected. Premiums paid for travel insurance are non-refundable. You are encouraged to purchase medical insurance that will cover you while traveling as your regular health insurance benefits may not apply abroad. Brekke Tours will not be held liable for any costs incurred by the guest resulting from the failure to obtain adequate travel insurance. Contact our office for additional information about group or individual insurance.

## CHANGES – All itinerary change requests must be submitted in writing.

Upon confirmation of said itinerary, either verbal or written, up until 45 days prior to departure, each subsequent change will be subject to a minimum of \$50 per person fee plus any additional charges levied by hotels or other suppliers, only if we can accept the change. Forty-four (44) days or less no changes can be made. **NOTE:** If client chooses to make any changes to tour packages while in Scandinavia, there will be **NO REFUNDS** for unused services.

## DOCUMENTS

It is the responsibility of each passenger to obtain proper travel documents, such as passport and visa. Each passenger must be in possession of a valid passport. (**NOTE: It is imperative that your passport name matches your airline ticket**) with the validity of at least six (6) months beyond the conclusion of their trip. Should you need to renew your passport, please allow adequate time for processing. The average processing time for a passport is 6-8 weeks, however, longer processing times (12-18 weeks) due to COVID-19 delays may occur. A visa is not required for Scandinavia or Western Europe for stays of less than 3 months. A visa is required for passengers traveling to Russia.

**Travel documents for escorted tours:** With full payment, travel documents will be mailed approximately two to three weeks prior to departure. If you are departing ahead of your scheduled service, it is essential that Brekke Tours be advised of your departure date at time of booking. If you request documents earlier and if it is possible to accommodate you, there is a \$50 per reservation handling/express fee.

**Travel documents for independent travelers:** With full payment, travel documents will be emailed approximately two to three weeks prior to departure. If you are departing ahead of your scheduled service, it is essential that Brekke Tours be advised of your departure date at time of booking. If you prefer documents printed and mailed to you, please advise your travel consultant at the time of booking. A processing and shipping fee of \$35 will be added to your invoice.

## AIR TRANSPORTATION

Your airline ticket is a contract between you and the air carrier only, even if you purchase through Brekke. By purchasing your air services through Brekke, you waive all liability for Brekke for such air services. **It is imperative that the name (first, middle and last) on your passport match your airline ticket.** Any changes to your air booking, including spelling, are subject to a minimum change fee of \$250.

**Escorted Tours:** Escorted Tour Price is based on scheduled transportation in economy class and nonrefundable airfare on one of our preferred airline partners from the city specified in the itinerary. Inquire about airfare options from your home city. The tour package price reflects airfare currently in effect and is subject to change until ticketed. Passengers traveling together from different cities, booked or deposited at different times, may be booked on alternate routings/different flights. Note: Passengers are responsible for changes due to delays on domestic flights (purchased as separate tickets) in connection with an international flight.

### NOTE:

- If using frequent flyer miles, participants must book directly with the carrier.
- It is recommended that you do not purchase airline tickets until the land portion of your tour is guaranteed to operate.
- Fuel, surcharges & taxes: Your initial billing will include the current estimated charge based on your flight itinerary. Should prices increase prior to ticketing, final charges

for these items will be assessed in your statement prior to final payment.

- Regarding purchase of a domestic ticket to connect with international flight or purchase of a land only package:
  - If booking a domestic flight to connect with the trans-Atlantic flight, an overnight (at least for eastbound travel) or an early flight (with at least one backup flight available) is recommended.
  - Carriers will not necessarily allow passengers to check bags through to the final destination with multiple tickets. Thus passengers will only be able to check the bag to the destination on the first ticket (s). The passenger must collect the baggage at baggage claim for their first ticketed destination, and then re-check their baggage with the down-line carrier for the next flight. Various baggage restrictions may also apply subject to carrier guidelines.

#### **Brekke Tours is not responsible for:**

- Any costs/fees relating to airline delays, rescheduling or cancellation. If you miss your departure flight, it is your responsibility to work with the airline on which you are ticketed to reach your destination.
- Any additional expenses incurred prior to joining the tour package.
- Any refund for services or portions of trips missed due to cancelled, rescheduled, or delayed flights.

#### **LUGGAGE**

Size and weight limitations for carry-on and checked baggage on international, inter-European flights and domestic flights may vary from airline to airline and are subject to change, so please check with the applicable carrier prior to departure.

**Escorted Tours:** On the land portion, only 1 suitcase and 1 carry-on per person is allowed due to limited motorcoach capacity. If specified in itinerary, luggage handling for 1 suitcase is provided, when available. Airport portage is not included as security regulations require that travelers handle and be responsible for their own luggage. No responsibility is accepted for loss of or damage to baggage or any of the traveler's belongings.

#### **GENERAL INFORMATION**

**Hotels:** Accommodations in rooms with private facilities as specified in the itinerary or similar. Brekke Tours reserves the right to substitute hotels. Rooms in Scandinavian hotels may have twin, double or day beds/cot, if triple room is requested. (Three adults sharing a triple room may find accommodations small when comparing with American standards.) A limited number of single rooms are available at the supplementary cost shown and are also subject to availability. Single rooms are generally inferior to double rooms in size and location. Request for special room assignments should be submitted in writing at time of registration. If a twin-bedded room is requested, every effort will be made to honor this request, however, on some occasions, rooms with one double bed may be the only choice available. Room requests cannot be guaranteed as all rooms are assigned by the hotel. Please be advised that not all hotels in Scandinavia are air-conditioned and that rooms may not be available for check-in before 2:00pm. All service issues affecting the quality of your hotel stay must be addressed directly with hotel management.

**Itinerary Variations:** Brekke Tours constantly strives to improve each itinerary to your benefit. If improvements can be made or unforeseen conditions make changes necessary, we reserve the right to vary itineraries or substitute hotels for operational reasons.

#### **Land costs:**

**Escorted Tours:** The price is based on a minimum number of 20 tour participants. If the minimum number of participants is not reached, the price may increase, or services may be modified to accommodate smaller groups. All rates are based on tariffs in effect at the time the tour was planned and are subject to increase in the event of currency fluctuation unless the package has been paid in full.

**Independent Travel:** The price is based on availability and on exchange rates in effect at time of planning. Price is subject to increase in event of currency fluctuation unless the package has been paid in full.

**Meals:** Full breakfasts are generally included at hotels. Lunches and/or dinners are included as specified on the itinerary. Beverages are not included. Special request for meals should be submitted in writing at time of registration. Requests should be reconfirmed locally upon arrival. Special meal requests cannot be guaranteed.

**Not Included:** 1. Personal expenses such as laundry, liquors, wines, mineral waters, phone, valet, etc. 2. Meals not specifically listed as included 3. Expenses due to flight delays, strikes, bad weather or other irregularities 4. Travel insurance 5. Excess baggage charges 6. Individual services apart from the proposal 7. Refunds for tour services not utilized 8. Any expenses for a la carte meal items not included in preplanned menus 9.

Guide services, unless otherwise stated in itinerary 10. Airport/hotel transfers, unless otherwise stated in itinerary 11. Passport and/or visa fees.

**Service Inquiry:** Complaints should first be made directly to the hotel, transport, tour director or activity company so that the complaint can be rectified immediately. In the event of a complaint not being resolved immediately, any claims must be made in writing to Brekke Tours within 14 days after completion of our services. If after returning, you wish to inquire about any travel arrangements provided, please ensure that all correspondence relating to those services is received by Brekke Tours within 14 days of the travel completion date.

**Smoking:** Smoking (including e-cigarettes) is not permitted on airplanes or motorcoach, as well as most hotels and other public venues.

**Special Requests:** Special requests, such as hotel room / bedding requests (i.e. double bed, room near elevator), and flight requests (i.e. seating on aircraft, special meals) must be submitted in writing at time of registration. Such requests, however, are outside of our control and therefore cannot be guaranteed.

**Transportation:** Transportation as outlined in the itinerary.

**Visits, entertainment, itineraries, and other features:** Brekke Tours reserves the right to substitute visits, entertainment, and other features when establishments are closed or cannot be visited for reasons beyond our control, or for the general convenience or safety of the travelers.

#### **ESCORTED TOUR GENERAL INFORMATION**

**Motorcoach Safety:** Tour participants are responsible for wearing seatbelts when provided. Brekke Tours and its service providers are not liable for any injury, loss, damages, fines, claims, or death resulting from any accident or incident if you were not wearing your seatbelt at the time of the accident or incident when the motorcoach was equipped with them.

**Participation:** Brekke Tours reserves the right to accept or reject or remove any vacation participant without refund or recompense whose conduct is deemed incompatible with the interest of the other participants or whose health poses a threat or safety to others. Children, traveling with an adult, may be accepted, for participation from the age of 8 years. Travelers must report any disability requiring special attention at the time of registration. A qualified and physically able companion must accompany travelers who need assistance (such as walking, getting on and off motorcoach, etc.) and must assume full responsibility for their well-being. Motorized scooters are unsuitable for tours.

**Photography on Tour:** Brekke Tours will occasionally use photographs and/or video taken on tour by fellow guests or your Tour Director for print, online, or other promotional media purposes. If you prefer that your image not be used in any marketing activities, please notify your Tour Director at the start of your trip.

**Pre-and Post-Trip Services and Reservations:** All pre- and post-trip reservation requests outside of tour arrangements outlined in the itinerary, such as additional hotel nights, add-on airfares, or date deviations must be explicitly requested by the tour participants and confirmed in writing by Brekke Tours. Please note that a quote does not constitute a reservation. If arrangements have been made before or after your trip, the transfer to either the hotel or airport is not included. Luggage handling at hotels is also not included. Vouchers for additional services will be included in your travel document packet provided full payment for services has been received.

**Service Charges, Tips & Taxes:** Gratuities to tour director, city guides and driver are customarily left to the discretion of the tour member and are therefore not included in the tour cost unless specified. All service charges and taxes at hotels are included, as well as portage for one suitcase, when service is provided by hotel.

**Transfers:** Airport-hotel transfers are arranged as per information indicated in itinerary and in conjunction with the group arrival and departure. If you experience a flight delay and miss your transfer you should proceed to the hotel independently utilizing taxi or public transportation. There will be no refund for missed or unused transfers. If hotel arrangements have been made before or after your trip, the transfer to either the hotel or airport is not included.

**Unused Tour Arrangements:** A credit of \$50 per night per person may be requested for unused hotel services, only upon advance notification to Brekke Tours prior to final payment (no credits will be given after this time period.) This request must be submitted in writing and is subject to confirmation. There is no refund or credit for unused services once travel arrangements have commenced.

## **RESPONSIBILITY**

Brekke Tours, its agents, employees, representatives, associated companies and travel agencies through which the tour was booked, are not responsible for any damages, accidents, losses, detention, annoyance, consequential damages of any kind; delays, and expenses due to same; strikes, force majeure, failure of any means of conveyance to arrive or depart as scheduled; disturbances, government actions, restrictions or regulations, discontinuance or change in transit or hotel services or schedules; and any other causes over which we have no control and which are not caused by any negligence, wrongful action or omission on the part of Brekke Tours, its agents, employees, representatives, associated companies and travel agencies.

Without limiting the above, you are hereby given notice, and you hereby understand and agree that all tickets and vouchers issued, and all arrangements for transport of conveyance, or for overnight accommodations (i.e. hotel, apartment, bed and breakfast, private homes) and any other arrangements provided herein, are made only on the expressed condition that we (Brekke Tours, etc.) shall not be liable for any injury, death, damage, loss, expense, accident, delay, problem or irregularity which may be occasioned whether by reason of any defect in any vehicle or aircraft or other means of conveyance, or through the acts, omissions or defaults of any company or person engaged in conveying the passengers herewith, or of any hotel proprietor or servant, or any other person, firm or entity, not under the direct supervision, control or employment of Brekke Tours, its agents, employees, representatives, associated companies and travel agencies. Brekke Tours reserves the right to accept or reject any person as a client, and to make changes in the itinerary, whenever in the sole discretion of Brekke Tours, it deems it necessary for the convenience or safety of the tour participants.

**Errors and Omissions:** Please review and verify your booking invoice thoroughly and contact your travel agent or Brekke Tours immediately if your invoice appears to be incorrect or incomplete as it may not be possible to make changes later. Brekke Tours cannot accept responsibility if we are not notified of inaccuracies within 7 days of sending out the invoice. In the case of computer or human billing errors, we reserve the right to re-invoice guests and their travel agents with correct billing. If you decide that you do not want to visit a country or part of a country you intended to visit because of any law condition or requirement of any government or governmental authority, official, servant or agent, you are responsible for any costs, expenses, charges, fees, losses or damage incurred as a consequence and any cancellation or amendment fees. Neither Brekke Tours nor any of their staff or agents, accept any responsibility of liability for your acts, omissions, defaults, conduct, state of health, condition, or circumstances.

## **COVID-19 REQUIREMENTS**

All Covid-19 restrictions and requirements have been lifted for travel to Scandinavia. A negative Covid-19 test is also no longer required to return to the United States. Should you become ill to the point you are not able to travel, you will be financially responsible for all costs associated with the alternate arrangements. If you or a traveling companion contract Covid-19 while traveling, and it is diagnosed by a physician, if you have purchased travel insurance, you could be eligible for trip interruption, trip delay, emergency medical, and medical evacuation coverage.

**Escorted Tours:** If someone on one of our escorted tours contracts Covid-19, Brekke Tours will follow local Covid-19 protocols. Although not required, for your safety, it is recommended to wear a mask, maintain distance, and utilize hand sanitizer which is available on the coach. No quarantine is required in Scandinavia at this time.

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I/we (all members of my travel party) understand there are inherent risks involved with travel, both foreign and domestic, with exposure to COVID-19 and other illness during travel or in any public area. All guests in my /our travel party are willing to adhere to all airline or local, state, federal, national and international directives regarding social distancing, facemasks, vaccinations, quarantines and other public health requirements. I/we accept and comply with the above terms and assume all risks and costs related to COVID-19, its variants, as well as any other illness, along with releasing Brekke Tours, its employees, officers, directors and agents from any and all claims that may result from COVID-19 and/or any other illness, injury, quarantine or death.