

27 January 2011

## **RESERVATION TERMS AND CONDITIONS REGARDING ACCOMMODATION SERVICES**

These terms and conditions, valid as of 1 March 2011, have been written by the Finnish Hospitality Association (MaRa) and reviewed by the consumer ombudsman.

### **1. Scope and special conditions**

These terms and conditions apply to accommodation reservations made by individual people. However, these terms and conditions do not apply to reservations made by individual people if the reservation is made for a group that consists of more than nine people. Neither do they apply to renting and selling of vacation homes. These terms and conditions only apply to online reservations that are made through an accommodation company's or an accommodation chain's own website.

In these terms and conditions, an accommodation company refers to a building, apartment or other location that is used for providing accommodation services, such as a hotel, motel, hostel, guesthouse or camp site.

An accommodation company has the right to apply special terms deviating from these terms and conditions if they are justified due to public holidays, company specific special events or additional services related to the accommodation. In addition, special terms deviating from these general terms and conditions can be applied by accommodation companies at ski resorts and other similar holiday resorts whose business is characterized by remarkable seasonal variation.

Customers have to be informed of the special terms when their reservation is confirmed.

### **2. Reservation and confirmation**

When making the reservation, the customer has to give his/her name, home address, arrival and departure dates as well as the payment method.

The accommodation company is bound by the reservation once it has been confirmed verbally, in writing or for example by email.

The accommodation company may require a paid reservation fee or a reservation confirmation with a credit card to make the reservation binding.

### **3. Customer's arrival and departure**

The room is available to the customer at 4 pm on the day of arrival and it has to be vacated by 12 pm on the day of departure. However, the accommodation company may have different arrival and departure times.

The room is reserved for the customer until 6 pm. If the customer arrives at the place of accommodation later than that, he/she has to inform the company at the risk of losing the reservation.

If the customer has arrived at the place of accommodation according to the arrival time, but the reserved room is not available, he/she must be offered a similar room without additional costs. In addition, the customer has a right to compensation for direct damages, such necessary phone and travel costs arisen from sorting out the matter.

### **4. Reservation guarantee (Hotel Reservation Service)**

The holders of international credit cards can use a reservation guarantee to confirm their reservation. It can be used to hold the reservation after 6 pm without the customer separately informing of later arrival.

The accommodation company needs to ask for the following information from the card holder: name, card number and expiry date, address, phone number and e-mail address. The accommodation company has the right to ask for the information verbally or in writing.

The accommodation company has to give the following information to the customer: the name and address of the place of accommodation, room price including taxes, reservation number and cancellation conditions as well as the possibility of charging one night's accommodation, including taxes, if the card holder does not arrive at the place of accommodation by the agreed time or the cancellation conditions given by the company have not been complied with. If the customer wishes, he/she has the right to receive the information in writing. The customer has to keep the information given by the accommodation company.

### **5. Cancellation and failure to arrive**

The customer can cancel the reservation without charge up until 6 pm on the day prior to the arrival date.

If the customer fails to arrive, the accommodation company has the right to charge him/her for one night's accommodation, unless the room can be sold to someone else.

If a customer using a reservation guarantee doesn't cancel one's reservation and fails to arrive, the accommodation company has the right to charge one night's accommodation, including taxes, from the customer's credit card. The accommodation company is obliged to prove that the customer has not canceled the reservation in accordance with the cancellation conditions and that he/she has accepted that the arisen costs are charged from his/her credit card.

A reservation for several nights can be canceled without charge up until 15 days prior to the day of arrival. If the reservation is canceled later, the customer may be charged 50 % of the value of the reservation for the nights that cannot be sold to someone else. If the customer cancels a long-term stay reservation less than two days prior to the day of arrival and the reservation and the room cannot be sold to someone else, the customer will be charged for the entire value of the reservation.

## **6. Departure before the agreed date**

If the customer leaves before the agreed departure date, he/she has to inform the place of accommodation about the departure no later than 6 pm on the previous day. Otherwise the accommodation company has the right to charge the customer for one night's stay as compensation.

In case it's a question of several nights, the customer has to pay the agreed price for the unused time, unless the room can be sold to someone else.

## **7. Payments**

The customer pays for the room upon arrival or departure or in advance covering the reservation fee.

The accommodation company will deduct the possible prepaid reservation fee from the total costs. If the customer cancels the reservation against the cancellation conditions, the accommodation company has the right to keep the reservation fee paid by the customer.

However, if the customer cancels the reservation according to the cancellation conditions, the accommodation company is obliged to return the prepaid reservation fee to the customer, excluding office costs. If the accommodation company has incurred costs related to special services or arrangements ordered by the customer, such as party decorations, additional facility reservations required by the customer or preparations for special diets, the customer has to compensate the accommodation company for the costs arisen. The accommodation company can deduct the costs from the reservation fee that is returned to the customer.

The customer has the right to cancel the reservation without charge and to get back the reservation fee if it is unreasonable to charge it despite the

customer's late cancellation or failure to arrive. Such a case would be a serious illness, serious accident or death of the customer or his/her next of kin or some other unexpected and serious incident, such as one's home being burned down. Next of kin refers to the customer's spouse, child, parent, mother-in-law, father-in-law, sibling, grandchild, grandparent or travel companion who was supposed to stay in the same room. The customer has to inform the accommodation company immediately of the reason for not arriving and prove it with a reliable account, such as a medical certificate, police investigation report or an insurance company's report. The account has to be delivered within a reasonable time after the customer has received the report. The accommodation company has the right to deduct office costs from the payable amount.

If the customer leaves the place of accommodation before the agreed departure date due to the above-mentioned reasons, the price for the unused nights payable by the customer, based on section 6, can be made more reasonable, unless the room can be sold to someone else.

After the reservation has been confirmed, the accommodation company has no right to increase the agreed price nor is it obliged to reduce the price. This does not apply to changes in taxes or other government fees if they could not have been taken into consideration when the reservation was confirmed. The accommodation company cannot increase the agreed price during the 21 days preceding the reservation. If the increase in the accommodation price is over 10 % after the reservation has been made, the customer has the right to cancel the reservation without charge. The customer has to inform the accommodation company of the cancellation within one week of finding out about the increase of the price.

The accommodation company has the right to withhold a charge and cover reservation fee from an international credit card holder's card. When the reservation is made, the accommodation company can charge as a prepayment a reasonable reservation fee from the credit card.

If the accommodation company has not withheld a cover reservation fee, it has the right to charge a reasonable deposit for the use of additional services (e.g. mini-bar) when the customer checks in.

## **8. Customer's behavior at the accommodation company**

The customer is obliged to observe good behavior and to take into consideration the accommodation company's rules and regulations that have been brought to his/her attention. If the customer fundamentally breaks these rules, he/she can be immediately removed from the place of accommodation. However, in this case the customer has to pay for the accommodation as well as the additional services he/she has ordered. The customer cannot claim a refund for the amount that has already been paid.

## **9. Responsibility for the customer's property**

The customer can store his/her valuables in a safety-deposit box in the room or the accommodation company can store the customer's valuables on request. The accommodation company has the right to charge a fee for storing the customer's property.

If the customer's property is exceptionally valuable, he/she has to inform the accommodation company before leaving the property for storage. The accommodation company may refuse to store this kind of property.

The customer is responsible for one's luggage, unless the accommodation company has taken them for storage. If the accommodation company is not responsible for the customer's property it stores, it has to explicitly inform the customer.

The accommodation company is not responsible for the customer's property stored in a safety-deposit box in the room.

The accommodation company is not responsible for any damages or disappearance of the customer's vehicle or property inside the vehicle that is in a parking garage or in the accommodation company's parking lot. The accommodation company has to state clearly in the parking garage or in the parking lot that the area is not under surveillance and that the accommodation company is not responsible for the customer's property left there.

## **10. Customer's responsibility for damages**

The customer is responsible for damages, such as smoking in the room, caused on purpose or through negligence to the room or other facilities, furniture, equipment or to other customers or their property by the customer, his/her guests or pets.

The responsibility for damages is determined by the general compensation principles.

## **11. Defect and defect notification**

If the room, special arrangements or services related to the room or services ordered in connection with the reservation do not correspond to what was agreed on, there is a defect in the performance of the accommodation company.

If the room is not available to the customer at the agreed time, there is a defect in the performance of the accommodation company.

However, the customer cannot refer to the defect if he/she doesn't notify the reception or the contact person given upon the reservation within a

reasonable time of the defect being noticed or during which he/she should have noticed it.

### **12. Correction of defect and price reduction**

The accommodation company has to correct the defect immediately at its own expense. However, the accommodation company can refuse to correct the defect if it would cause unreasonable costs and harm. The customer can refuse to have the defect corrected if it would cause significant harm to him/herself.

If the defect has not been immediately corrected at the accommodation company's expense or if the defect cannot be corrected, the customer has the right to a price reduction equivalent to the significance of the defect. In addition, the customer is entitled to compensation for direct damaged caused to him/her.

### **13. Disagreements between the accommodation company and the customer**

The accommodation company and customer are primarily required to discuss the disagreements between themselves.

In case of disagreement, the customer can ask for help from a consumer adviser.

The customer can also submit the dispute to the Consumer Disputes Board to resolve.