

Conditions of Travel on Birka Cruises

The conditions of travel presented herein outline the agreement between you as passenger and Birka Cruises as organiser. By booking with us you are agreeing to these conditions. As a passenger, you are required to read our conditions of travel as well as the information specific to your cruise, which you receive in connection with your booking.

GENERAL CONDITIONS OF TRAVEL FOR PACKAGE TRIPS

General terms and conditions of the Association of Swedish Travel Agents and Tour Operators (Svenska resebyrå- och arrangörsföreningen - SRF) apply, as agreed throughout the industry on 28 June 2018, as well as the conditions specific to the organiser, which are stated below. These specific conditions appear in *italics*.

The organiser has the right to apply special conditions that deviate from the general, if the application of special conditions is necessary given the specific nature of a trip, specific provisions concerning modes of transport (such as booking and sales conditions for regular flights), non-standard accommodation conditions due to the specific nature of the trip, or special circumstances at the journey's destination. These specific conditions must not be in conflict with the law on package travel to the detriment of the passenger.

The general and specific conditions are part of the agreement.

1. AGREEMENT

1.1 This agreement becomes binding for both parties when the organiser has confirmed the passenger's booking in writing, unless otherwise agreed. The organiser must confirm the passenger's booking without delay. Right of withdrawal does not apply to agreements on package travel.

1.1.1 A completed cruise booking is confirmed by e-mail with booking confirmation. A cabin key, which is also considered a ticket, is printed at the cruise terminal in Stockholm using the booking number. The cabin key is personal and should be considered a valuable document. The booking number is also considered a travel document when travelling with Birka Cruises connection buses.

1.2 The organiser is responsible to the traveller for what the latter is entitled to claim as a result of this agreement. This responsibility also applies to services performed by someone other than the organiser. If the vendor is a party to the agreement, they are responsible to the passenger in the same way as the organiser. The main traveller is the person in whose name the agreement has been made. The main traveller is named first in the travel documents or is otherwise clearly stated. The main traveller is responsible for payment according to the agreement. All changes and cancellations must be made by the main traveller. Exceptions can be made if the main traveller becomes seriously ill and therefore unable to make a change or cancellation. The main traveller is responsible for providing the organiser with correct booking information for any other travellers covered by the agreement. Any refunds will be made to the main traveller.

1.2.1 Birka Cruises deals with refunds depending on the form of payment in accordance with 3.2.4

1.3 If the traveller is under 18 and travelling without a legal guardian, this must be stated at the time of booking. Some trips may require a minimum age of 18 years. Information is provided at the time of booking.

1.3.1 The minimum age for a cruise with Birka Cruises is 23 years unless otherwise specified. Valid proof of age is required.

Passengers under the age of 23 at the time of travel must be accompanied by a parent (mother/father, step-mother/father, spouse/cohabitee to parent/guardian) and/or grandparents). If travelling as a family, each child under the age of 18 can bring one (1) friend under the age of 18. If the accompanying friend is 18-23 years, an exemption application is required. In a booked cabin, there must be at least one parent or equivalent.

For group bookings with special arrangements (private and/or corporate) it is possible to apply for exemptions from the minimum age of 23 years. Applications for exemption from the minimum age of 23 years for groups is only permitted for passengers aged 18-22 years.

Application for exemption is made through Birka Cruises customer service. Upon approved exemption, a certificate, the "[Certificate of Responsibility for the Travel of Minors](#)" form must be completed by the accompanying responsible adult. The form must be submitted at the ID check before boarding. Birka Cruises has the right to refuse boarding for travellers who do not meet the requirements for age, responsibility certificates and/or other conditions - see clause 9.

1.4 The times for the outward and return journey in the booking confirmation are preliminary. The organiser must, as soon as possible and at the latest 20 days before departure, specify the departure times.

1.4.1 Birka Cruises AB always specifies departure and arrival times when booking and in booking confirmations. In case of any deviations from confirmed departure and arrival times when booking and/or in the booking confirmation, the customer is contacted as soon as possible with information on the changes.

1.5 The organiser shall provide general information on the rules regarding passports and visas.

1.6 The organiser shall provide general information on health regulations for the destination.

1.7 Connections or special arrangements are only included in the package travel agreement if these are booked together and simultaneously with the services included in the package trip or, if these are sold together with other services, for a total price.

1.7.1 In cases where connections or special arrangements and/or additional arrangements (see paragraph 12) are presented as the cruise on one and the same travel certificate, this is to be considered part of the main arrangement.

1.8 Any requests or special services on the traveller's request are included in the agreement only if explicitly confirmed in writing by the organiser.

1.9 It is the passenger's responsibility to check the booking confirmation/travel documents as soon as they are received and check that all information is correct, including that names are spelled correctly and correspond to the passports. Any inaccuracies must be reported as soon as possible. The organiser reserves the right to charge a fee corresponding to the actual cost of correcting incorrect data as well as reasonable compensation for the additional work that the correction entails. If the inaccuracy is the fault of the organiser or their employee, the correction must be made without cost to the traveller.

1.10 The main traveller must notify the organiser immediately of any changes to address, e-mail address, telephone number or other information relevant to the organiser's ability to contact the traveller.

1.10.1 When SMS and e-mail are the preferred methods of contact, it is important that the lead passenger ensures that Birka Cruises has their correct contact details and updates them if necessary.

1.11 Some journeys require a minimum number of passengers to take place. In this case, the traveller must receive clear information at the time of booking, at the latest.

1.11.1 According to paragraph 1.11 above, Birka Cruises has the right to cancel the trip if fewer than 200 persons have registered for the cruise in question. The traveller must be informed in writing in accordance with 7.4.

For other arrangements included in the agreement, see point 12.

1.12 If flights are part of the package, they must be used in the correct order. The traveller cannot therefore use only the homebound ticket when a return trip is booked, or only part of an air route. If the ticket is not used from the start, the remaining parts are void.

1.12.1 An agreed journey always begins with a departure. It is not possible to use the return trip only. Travellers who do not use parts of their booked trip, or who for some reason are late to the cruise terminal or an agreed pick-up/departure point, lose the right to the cruise and/or all parts of the package tour. There is no refund for the price of the trip.

2. PRICE AND PAYMENT

2.1 The price must be stated in such a way that the full price of the entire trip is clear. The price must include all services included in the agreement, as well as mandatory supplements, taxes and fees.

2.2 The traveller must pay the travel price no later than the time stated in the agreement.

2.3 The organiser may, in connection with the booking confirmation, take out a first instalment payment (deposit). The deposit must be reasonable in relation to the price of the trip and the circumstances in general.

2.3.1 Payment must be validated before departure. When booking a journey less than 30 days before departure, the total price for the trip must be paid directly at the time of booking, otherwise the trip may be cancelled.

2.3.2 Bookings for trips made more than 30 days before departure require confirmation with Birka Cruises with a down payment (deposit).

For cruises shorter than 24 hours, unless otherwise stated, the deposit is 10% of the total price of the cruise, with a minimum of SEK 300, or the total value of the booking if the booking value is less than SEK 300. The remaining amount must be received by Birka Cruises no later than 30 days before departure.

For cruises longer than 24 hours, the registration fee is 10% of the total price of the cruise but at least SEK 1,000 per booking. The deposit is non-refundable in case of cancellation. The remaining amount must be received by Birka Cruises no later than 30 days before departure.

2.4 If the traveller does not pay the price of the trip in accordance with the agreement, the organiser is entitled to cancel the agreement and take reasonable compensation.

2.4.1 Passengers who travel with Birka Cruises can take out cancellation insurance. Cancellation insurance must be taken out at the time of purchase of travel and cannot be added later. For conditions regarding cancellation insurance, see points 3.4 and 3.5. Information on prices can be found under [Useful information](#) and/or the booking dialogue.

2.5 Unless expressly stated otherwise, the price of the trip is based on accommodation for two people in a shared double room. In case of accommodation for one person in a double room or larger, the organiser is entitled to charge a surcharge.

2.6 The organiser is also obliged to inform the traveller of any costs that may be incurred.

3. THE PASSENGER'S RIGHT TO CHANGES AND CANCELLATION

3.1 The passenger is entitled to amend the agreement if the organiser permits. Changes to the agreement may entail additional costs for the traveller from the organiser or another.

3.1.1 If the agreement is changed by the passenger e.g. by changing the departure point, day of departure, duration of travel, this is counted as a cancellation and a new booking in accordance with the price at the time of rebooking. Re-booking fee is charged in accordance with the applicable conditions for cancellation. For passengers who have signed up for Birka Cruises cancellation insurance, these conditions apply.

3.2 The traveller is entitled to cancel the trip. The organiser reserves the right to request compensation from the traveller for costs incurred by the organiser as a result of the cancellation. The organiser may impose reasonable standardised cancellation fees based on the time of cancellation. If the organiser has not set up any standardised cancellation fees, the organiser is entitled to a reasonable cancellation fee.

3.2.1 Cancellation must be made in the manner stated on the booking confirmation or on Birka.se. If you cancel your cruise and have signed up for Birka Cruises cancellation insurance when booking your trip, see point; 3.2.5

3.2.2 The cancellation fee per booking always has the deposit as its minimum.

3.2.3 In the event of cancellation earlier than 30 days prior to departure, the traveller must pay the deposit as the cancellation fee. Upon cancellation thereafter, but earlier than 14 days before departure, the traveller must pay 25% of the price of the trip, with the deposit as minimum. Upon cancellation thereafter, but earlier than 8 days before departure, the traveller must pay 50% of the price of the trip, with the deposit as minimum. In the event of cancellation within 8 days prior to departure, the traveller must pay the full price.

Birka Cruises recommends that all passengers purchase cancellation insurance for their trip.

3.2.4 After cancellation, any amount in the passenger's favour in accordance with the above is refunded without delay, though no later than 14 days after cancellation and after proof of an acceptable reason has been shown. If the passenger has taken out cancellation insurance, approved certificates must have been received by Birka Cruises before any refund can be made.

In cases where the cruise was paid for via Klarna, the refund is dealt with by Klarna.

In cases where the cruise was paid for via a Payex card payment, the refund is made to the same card used to make the payment.

In the case of other payment methods, the refund is made to the lead passenger.

3.2.5 Passengers who have signed an agreement on Birka Cruises cancellation insurance have the right to cancel their trip according to 3.2.7 - 3.2.13 without any cost other than the cost per person for the cancellation insurance. The cost per person for the cancellation insurance is stated at the time of booking and in the booking confirmation.

3.2.6 Cancellation insurance only applies to the price of the trip, not any costs incurred in connection with credit purchases and the like. The cost of cancellation insurance is non-refundable.

3.2.7 Passengers must cancel as soon as the reason for cancellation has arisen and no later than before check-in at the cruise terminal, when the trip is considered to have commenced.

On cruises with travel times longer than 24 hours and 21-hour special cruises (New Year Cruise, Lighthouse Cruise, Soul Train and Kaj Partaj), the cancellation must be reliably verified by means of a certificate from a competent third party and must comply with all requirements under 3.2.10 or 3.2.11 or 3.2.12.

On other cruises with travel times shorter than 24 hours, no special certificate is required for passengers who have taken out cancellation insurance.

3.2.8 No later than 7 days after the cancellation, a medical certificate of acute illness, accident or death or, where applicable, a family certificate or other certificate according to 3.2.11 must be provided to Birka Cruises. Certificates must contain all information relevant to the cancellation, such as: a) a doctor's explicit recommendation to withdraw from the booked cruise, b) a diagnosis, c) the date of necessary medical treatment/examination, d) the date of potentially necessary treatment/examination on the basis of which a doctor has recommended the passenger not to travel, or equivalent according to 3.2.11. The medical/other certificate must be sent by post to: Birka Cruises, address: Stadsgårdsterminalen, box 15131, 104 65 Stockholm.

3.2.9 In the event of cancellation of a single passenger in a cabin, the whole cabin must have Birka Cruises' cancellation insurance in order for remaining passengers to avoid having to pay additional costs to make up the price of the whole cabin. If not, the cancellation of one or more passengers in a cabin will necessitate an additional cost from the remaining passenger(s).

3.2.10 Cancellations may be made if the passenger or his/her spouse/partner, the passenger's or his/her spouse/partner's immediate relative (parent, child or sibling), or person with whom the passenger jointly booked the trip, before departure but after the agreement has become binding for the passenger according to section 1.1, is affected by serious illness, impaired medical condition or accident, such that the passenger cannot reasonably carry out the journey.

3.2.11 Cancellations may be made if another event affects the passenger after the agreement has become binding according to section 1.1 and if the event is of such an intrusive nature to the passenger that the passenger cannot reasonably carry out the journey. This is on the condition that the passenger had no control over the event, or knowledge of the event at the time of booking. An example of such an event might be a fire in the passenger's home.

3.2.12 Cancellations may be made if a person with whom the passenger has booked the trip cancels his/her journey under the provisions of 3.2.10 or 3.2.11 and the passenger cannot reasonably carry out the journey without the other person's company.

3.2.13 For passengers who have booked shared cabins with one or more other passengers who have cancelled their trip under the provisions of section 3.2.10, the conditions in section 3.2.9 apply.

4. THE PASSENGER'S RIGHT TO TRANSFER THE AGREEMENT

4.1 The passenger may transfer the agreement to someone who fulfils all conditions for participation in the trip. Such a condition might be, for example, that any transport companies or other bodies employed by the organiser accept a change of passenger at the time of the transfer. The passenger must, at a reasonable time before departure, inform the organiser or vendor of the transfer. Notifications made no later than 7 days before departure are always considered to have been made in reasonable time.

4.2 The organiser may charge a reasonable fee for the transfer. The fee may not exceed the costs that the transfer brings to the organiser. The organiser must show how the cost is calculated.

4.3 Both parties in the transfer are jointly liable to the organiser or vendor for all remaining costs for the trip and any extra costs for the transfer.

5. CHANGES BEFORE DEPARTURE

5.1 Change of contract terms

The organiser is entitled to make changes to the agreement, provided that the organiser informs the passenger of the change in a clear, comprehensible and explicit manner on a durable medium. If the change is insignificant, for example minor changes to flight times, the passenger is not entitled to price reductions or damages. In the event of significant changes to the trip, the passenger shall, if possible, be offered an alternative trip or the right to terminate the agreement without cancellation fee.

5.1.1 Any changes (e.g. timetable change) are to be communicated by telephone, e-mail, letter or SMS to the lead passenger who, according to the agreement, undertakes to inform any other passengers under the same booking of the changes. It is therefore particularly important that the information provided is correct and updated in case this is relevant before the time of departure.

5.1.2 Birka Cruises reserve the right to make changes to the information on the website and/or brochure before an agreement is reached with the passenger. The organiser also reserves the right to make changes to the terms and conditions for a particular trip after the agreement has been entered into. In the event of such changes, the rules laid out in [Laws on package travel 3.4 §](#) apply.

5.2 Change of price

5.2.1 The organiser may raise the price of the trip if the increase is due to changes in fuel costs, taxes and public fees or exchange rates.

5.2.2 The price of the trip may be increased by an amount corresponding to the passenger's share of the cost increase suffered by the organiser. The right to a price increase is only applicable if the total cost increase exceeds SEK 100 per booking.

5.2.3 The price of the trip shall be reduced if the organiser's costs, for reasons stated above, decrease by a total of at least SEK 100 per booking. The organiser may, in the case of a price reduction, deduct the actual administrative costs.

5.2.4 The organiser must inform the passenger as soon as possible of any price changes. The notification must contain a justification for the change and show the calculations.

5.2.5 The price cannot be raised and does not need to be lowered during the last 20 days before the agreed departure day.

5.2.6 In specific conditions, the organiser may waive the right to raise the price according to 5.2.1. In this case, the organiser also does not need to lower the price according to 5.2.3.

5.2.7 Birka Cruises offers a price guarantee, which means that the price cannot be increased. The price guarantee applies from the time the deposit is paid. The price guarantee does not apply to new or increased taxes, duties or fees relating to services included in the journey. The price guarantee is mutual. Should the cost of the journey be reduced before departure, the passenger cannot claim price reduction.

5.3 The passenger's right to terminate the agreement without cancellation fee

5.3.1 If the passenger wishes to terminate the agreement due to a substantial change, e.g. if the price is raised by more than 8% of the package trip's total price, the passenger must inform the organiser that the agreement is terminated within the specified time after being informed of the change by the organiser. If the passenger fails to do so, they are bound by the new agreement.

5.3.2 If the package trip agreement is terminated, the organiser shall reimburse the entire trip without undue delay and no later than 14 days after termination of the contract.

5.4 Rights of the organiser and passenger to terminate the agreement in the event of unavoidable and extraordinary events

5.4.1 Both the organiser and the passenger have the right to terminate the agreement if the package trip or passenger's transport to the destination is substantially affected by unavoidable and extraordinary events at the destination or in its immediate vicinity. Unavoidable and extraordinary circumstances could be, for example, serious security issues such as war, terrorism, outbreaks of serious illness or natural disasters. In this case, the passenger has the right to terminate the agreement without paying any cancellation fee. If the organiser terminates the agreement in accordance with this paragraph, the passenger is not entitled to damages. In such cases, the passenger is entitled to full repayment in the manner described in 5.3.2.

5.4.2 The passenger is not entitled to terminate the agreement if the unavoidable and extraordinary events were generally known about at the time the agreement was made.

5.4.3 Expert Swedish or international authorities may be consulted to determine whether the seriousness of the event is such that termination is necessary. The current advice from the Ministry of Foreign Affairs shall always be considered as the basis for termination.

6. THE ORGANISER'S RESPONSIBILITY FOR THE IMPLEMENTATION OF THE PACKAGE TRIP

6.1 Non-fulfilment

If a travel service is not carried out according to the agreement, the organiser must remedy the error within a reasonable time. However, the organiser is not obliged to remedy the error if it is impossible or if the remedy would result in disproportionate costs. If the organiser does not remedy the error, the passenger may be entitled to a price reduction and damages.

6.2 Significant errors

6.2.1 If, after departure, a significant part of the agreed services cannot be provided, the organiser shall, if possible, arrange equivalent or at least comparable services at no extra cost to the passenger. If the organiser cannot offer this, the organiser may offer lower quality options in combination with reasonable price reductions. The passenger may only reject such alternatives if these cannot be considered comparable to those that would be provided under the agreement or if the offered price reduction cannot be considered reasonable.

6.2.2 If the organiser cannot offer any alternative or if the passenger has the right to reject such alternatives according to 6.2.1, the passenger may be entitled to price reductions and damages.

6.2.3 In the event of errors that significantly affect the implementation of the package trip and which the organiser has not remedied within a reasonable time, the passenger may terminate the agreement and may also be entitled to a price reduction and damages.

6.2.4 If the organiser cannot offer any alternative or if the passenger has the right to reject such alternatives according to 6.2.1., or if the passenger has terminated the agreement according to 6.2.3, the passenger is entitled to equivalent home transport without unnecessary delay and without extra cost if the package trip includes transport and the passenger is at the destination.

7. ON PRICE REDUCTIONS AND DAMAGES

7.1 Price reductions are not payable if the organiser can show that the error is due to the passenger.

7.1.1 The agreed trip always begins with the outward journey, it is not possible to use the return journey only. Passengers who do not use parts of their booked trip, or who for some reason are late to the cruise terminal or agreed pick-up/departure point, lose the right to the cruise and/or all parts of the package tour. There is no refund for the price of the trip.

7.2 The passenger is not entitled to damages if the organiser shows that the error is due to the passenger or to a third party unrelated to the provision of travel services included in the package trip, or if the error is due to unavoidable and extraordinary events.

7.2.1 Extraordinary events in accordance with 7.2 include changes to the planned route during a cruise due to weather conditions and/or for other safety-related reasons beyond Birka Cruises' control.

7.3 If the error is due to someone employed by the organiser, the organiser is free from liability under these travel conditions only if the party employed by the organiser would also be free under the same stipulation. The same applies if the error is due to someone else at an earlier stage.

7.4 If the trip is cancelled by the organiser there is no right to damages if the organiser can prove that fewer than a minimum number of people, as specified in the agreement, have signed up for the trip, and if the passenger is notified in writing, within the time specified in the agreement, that the trip has been cancelled.

Notification that a trip is cancelled must be submitted at the latest

- 20 days before departure if the trip lasts longer than 6 days
 - 7 days before departure if the trip lasts between 2 and 6 days
 - 48 hours before departure if the trip lasts less than 2 days
- a) Damages under these terms include compensation for financial loss, personal injury and property damage. The passenger is obliged to limit the damage as far as possible.
- b) If no other limitation follows from the laws of package travel or other mandatory legislation, the organiser's responsibility for damage is limited to three times the package trip price. However, this limitation does not apply to personal injury or damage caused intentionally or negligently.

7.4.1 According to paragraph 7.4 above, Birka Cruises has the right to cancel the trip without issuing damages if fewer than the stated minimum of persons according to 1.11.1 have registered for the cruise in question.

8. COMPLAINTS

8.1 The passenger may only allege errors in the contracted services if they inform the organiser or vendor of the error within a reasonable period of time after they have noticed or should have noticed the error. This should be done as soon as possible and, if possible, at the destination. When determining a price reduction or compensation for damages, the time when the passenger made the complaint is taken into account to determine whether the organiser could possibly have rectified the error.

8.1.1 Complaints must be submitted to Birka Cruises no later than 2 months after returning home.

8.2 Notwithstanding paragraph 8.1, the passenger may invoke errors if the organiser or vendor has acted grossly negligently or in breach of good faith.

9. PASSENGER RESPONSIBILITY DURING THE TRIP

9.1 The organiser's instructions

The passenger is obliged to follow the instructions throughout the trip as provided by the tour leader or another person employed by the organiser. The passenger is obliged to respect the rules that apply to the trip and the travel destination and to behave in such a way so as not to disturb fellow passengers or others. If the passenger violates these rules in a significant way, the organiser can cancel the agreement without the passenger being entitled to compensation or reimbursement.

9.1.1 Order and security. The ship's captain, or appointee thereof, has the right to refuse boarding for any passengers deemed likely to disrupt the order and safety of the ship. Passengers are obliged to comply with the rules and regulations set out onboard and in the terminal, as well as any instructions from the crew.

9.1.2 Baggage checks. Any food or drink intended for onboard consumption is not allowed without permission from the crew. It is not allowed to bring alcoholic beverages aboard or to consume alcoholic beverages purchased from the ship's duty-free shop. Any passengers breaking this rule will have their alcohol confiscated. Passengers found in possession of any object that may pose a threat to order and safety on board are obliged on request to hand it over to a crew member for the duration of the trip. Passengers who refuse to display the contents of their luggage on request may be denied boarding. Passengers are not entitled to reimbursement for their booking, nor are they entitled to compensation for any other costs incurred by them as a result of being refused boarding. The rules are displayed onboard and in the cruise terminal.

9.1.3 The rules under clause 9 also apply to passengers onboard the Birka Cruises connection buses. The driver has the right to refuse any passengers disturbing order.

9.2 Passenger responsibility for damage

The passenger is responsible for any costs incurred by damage that the passenger may cause the organiser through negligence.

9.3 Passenger responsibility for formalities

9.3.1 The passenger is responsible for observing all necessary formalities for their journey, such as possession of a valid passport, visa, vaccinations, and insurance.

9.3.1.1 ID documents, passports and visas

ID verification is mandatory at time of boarding. Birka Cruises reserves the right to refuse any passenger lacking the necessary documents.

On cruises up to 24 hours to Mariehamn, all passengers aged 18 or older must be able to present a valid ID document.

On cruises to other destinations, all passengers, including children, must be able to present valid ID documents.

The passenger's citizenship and cruise destination determine what is to be considered a valid ID document. If a passport is required, the passport number must be provided at the time of booking. The Swedish Migration Agency's temporary LMA card is not considered a valid ID document. Please note that as a passenger you are responsible for having the right type of ID document for your trip.

When booking, your first and last name must match the name shown on your passport or ID document.

9.3.2 For all transportation services included in the package trip, the passenger must have completed check-in in accordance with their itinerary or other instructions from the organiser or the carrier.

9.3.3 The passenger is responsible for all costs incurred due to deficiencies in said formalities, for example, home transport as a result of the absence of a passport, unless caused by incorrect information from the organiser or vendor.

9.3.4 All passengers are responsible for familiarising themselves with the information provided by the organiser.

9.4 Deviation from the arrangement

Passengers who, after the journey has begun, deviate from the arrangement are obliged to notify the organiser or a representative thereof.

9.4.1 In case of deviation according to 9.4 there will be no refund for the parts of the trip that have not been used.

10. THE ORGANISER'S OBLIGATION TO PROVIDE ASSISTANCE

If the passenger is in difficulty during the trip, the organiser is obliged to provide appropriate assistance without undue delay. Such assistance may, for example, be information on healthcare services, local authorities and consular support. The organiser is entitled to charge a reasonable fee for such assistance if the situation is caused intentionally or by negligence on the part of the passenger.

11. SETTLEMENT OF DISPUTES

The parties should attempt to resolve disputes concerning the interpretation or application of the agreement on their own. If the parties cannot agree, the dispute may be taken to the National Board for Consumer Disputes (Allmänna reklamationsnämnden - ARN), Box 174, 101 23 Stockholm, www.arn.se, or a public court. A dispute can also be taken to the EU Commission's online platform: <http://ec.europa.eu/odr>.

12. ADDITIONAL ARRANGEMENTS

When stated on the web or brochure, or with a special order, extra arrangements in the form of cabin upgrades, cabin location, connecting buses, excursions, meals, beverage packages, onboard activities, spa, etc., can be made for an additional fee. In the event of cancellation of additional arrangements, unless otherwise stated, the conditions under point 3 of the general travel conditions apply. If these extra arrangements are not possible, the additional fee paid will be refunded.

12.1 Excursions

Cancellation of excursions must be made no later than 8 days before departure in order to receive a full refund. In order to receive a full refund in case of cancellation due to illness, a medical certificate is required and the excursion must be cancelled prior to the departure of the excursion. Cancellations must be made as soon as the medical condition is known of and must be communicated to one of our vendors (before departure) or to reception aboard the ship.

The minimum number for an excursion to go ahead is 25 people. We reserve the right to cancel an excursion if the minimum number is not met at least 24 hours before departure of the excursion.

Excursions may be cancelled at short notice due to bad weather, strike or other external circumstances beyond our control.

Birka Cruises are not liable for any costs incurred in connection with the cancellation of an excursion.

12.2 Specific cabin number selection

When specific cabin number is purchased, it may be changed, but no later than 24 hours before departure. The amendment is free of charge. Any difference in the price of the cabins is adjusted at the time of re-booking.

12.3 Meals and drink packages

Selected meal and/or drink packages may be changed no later than 24 hours before departure. Changes later than 24 hours before departure can only be made aboard the vessel and are subject to availability.

12.4 Connection buses

The departure bus stop may be changed no later than 24 hours before departure. The amendment is free of charge.

The connection bus can only be used in connection with a cruise.

12.5 Spa

A selected spa treatment may be changed up to 24 hours before departure, provided that the desired spa treatment is available on the given cruise. Changes later than 24 hours before departure can only be made aboard the vessel and are subject to availability.

12.6 Cabin service

Selected cabin services may be changed no later than 24 hours before departure. Changes later than 24 hours before departure can only be made aboard the vessel and are subject to availability and capacity.

12.7 Sun & Pool

A selected Sun & Pool time may be changed up to 24 hours before departure, provided that the desired time slot is available on the given cruise. Changes later than 24 hours before departure can only be made aboard the vessel and are subject to availability.

13. PROCESSING OF PERSONAL DATA

13.1 General

We at Birka Cruises value your personal privacy. We aim to make you feel safe when we process your personal data. In our role as personal data controller, we therefore ensure that all applicable legislation for the protection of your data is followed. Below is a brief summary of the most important parts of our personal data policy. You can read our full [personal data policy](#) and [cookie policy](#) at birka.se

13.2 Scope of application

Our personal data policy applies to all use of personal data carried out by Birka Cruises within the framework of our business with you as a private customer or member of Club Birka.

13.3 Personal data collected

The information we collect about you is mainly provided by you when you enter into an agreement with us and when using our services. This can be, for example, contact information, date of birth, demographic information, order and payment details and information on how you use our services.

In order to improve our web services, we also use cookies that may contain personal information. You can read more about how we use cookies in our complete [cookie policy](#).

13.4 Use and sharing

We at Birka Cruises use your personal data to best serve you our products and services. Your personal information is used for the following purposes:

- The administration and implementation of agreements
- Marketing, including direct customised marketing
- Method and business development

We do not use your personal data for any other purpose and save it only as long as it is necessary.

In some cases, we may disclose your personal information to other affiliate companies, IT suppliers or companies with whom we collaborate in order to provide our products and services. We will never sell your personal information to anyone.

13.5 Your rights

You have the right to receive information about what personal data we use and what we do with it, and to check other information about your personal data in the manner stated here. In some cases, therefore, you have the right to remove your personal data or to have it corrected, deleted, blocked or moved. You also have the right to object to certain types of use of your personal data or to withdraw your consent to its use. If you believe that we have used your personal data in an unauthorised manner, you have the right to contact the Swedish Data Protection Authority. If you want to know more about your rights, you can read more in our full [privacy policy](#).

13.6 Contact details

If you have any questions about this privacy policy or our use of your personal data, or if you wish to exercise your rights, please contact us as follows:

Postal address: Birka Cruises AB, Dataskydd Box 15131, 104 65 Stockholm

Email: dataskydd@birka.se

Telephone: +46 (0)8-702 72 00

INFORMATION ABOUT YOUR PASSENGER RIGHTS

Your passenger rights

Regulation of the European Parliament and of the Council (EU) No 1177/2010 from 24 November 2010 on passenger rights during sea and inland waterway travel:

[Swedish version](#)

[English version](#)

[Contact the Swedish Consumer Agency responsible for these issues](#)

[Access conditions](#)

PASSENGERS' RIGHTS IN CONNECTION WITH ACCIDENTS EU 392/2009

Summary of regulations on passenger rights in the event of accidents at sea.

[Swedish version](#)

[English version](#)

[Read more at the Swedish Transport Agency](#)