



# LINGMERTHS RESEBYRÅ AB SPECIAL TERMS AND CONDITIONS FOR SUBSCRIPTION CUSTOMERS

## BACKGROUND

Lingmerths Resebyrå AB, company registration number 556054-2747, hereinafter “Lingmerths”, mediates business travel services. **Customer AB**, hereinafter “the Customer”, is a company that wishes to purchase travel services.

The parties hereby agree that the following terms and conditions shall apply to business travel purchases, where Lingmerths provides travel services for the Customer, in accordance with the agreement reached between the parties.

By entering into an Agreement for the purchase of travel services from Lingmerths, you accept the following terms and conditions.

## 1. AGREEMENT AND TERMS

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The agreement, when signed digitally or in writing, in conjunction with these terms, shall become binding upon the date of the Customer’s signature of the Lingmerths agreement.

By signing the agreement, the Customer thereby accepts these special terms and conditions, GDPR requirements and the price list.

The Agreement, and the following terms, are hereinafter collectively referred to as the Agreement.

## 2. UNDERTAKING OF LINGMERTHS

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Lingmerths shall be responsible for all orders and bookings pertaining to the entire requested travel agency service, debiting shall be implemented according to the agreed price list.

Lingmerths is responsible for, and shall plan in detail, the implementation of the travel agency services in consultation with the Customer.

Lingmerths shall provide the necessary resources and ensure adequate training and competence thereto for the assignment.

Accounting and documentation of the Services shall be performed in accordance with the contracting parties agreement.

Lingmerths shall contribute to ensuring that the entire travel, with regard to the nature of the assignment and within the framework of the Customer’s travel policy, is planned and implemented in an efficient manner.

Through active travel planning, Lingmerths undertakes to set about conditions that provide opportunities for significant savings. Lingmerths shall strive to reduce the Customer’s travel costs by undertaking the following:

Lingmerths shall be neutral with regards to the distribution of travel-related services and the choice of



service provider shall always be in accordance with the Customer's travel policy, guidelines and provider agreement.

When placing an order, the most cost-effective alternative that meets the Customer's requirements with regards to the Customer's travel policy, guidelines and provider agreement must always be proposed, where possible.

Continuously keep up to date on changes in security-related matters and other matters pertaining to the implementation of the travel agency service.

When booking, inform, without being prompted, of relevant regulations, rules and other important matters prior to the travel.

Meet the approved quality and environmental requirements, in accordance with ISO 9001-2015, ISO 14001-2015.

### 3. UNDERTAKINGS OF THE CUSTOMER

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The Customer shall provide Lingmerths, free of charge and without delay, with accurate and full information that is deemed necessary to provide the Service, and actively act in such a way as to fulfil the requirements of the Services as laid out in the Agreement.

Said information shall include traveller information concerning all involved travellers (including non-employees who travel on behalf of the Customer and benefit from the services).

The Company's travel policy.

The Company's guidelines for business trips.

This information must always be kept relevant and up to date. If any significant changes occur, Lingmerths shall be informed of said changes immediately.

The Customer is responsible for ensuring that the spelling of the name under which the booking, confirmation and tickets are processed matches the spelling of the name in the affected individual's passport.

If the Customer does not report errors in the booking confirmation and/or flight ticket to Lingmerths, which the Customer has discovered or could reasonably be expected to have discovered, Lingmerths is not liable for any resulting damage.

Lingmerths shall, at the Customer's request and where possible, correct inaccurate information. Lingmerths is entitled to compensation for costs related to said correction, including administrative costs.

If the error is due to the fault of Lingmerths, Lingmerths is not entitled to said compensation.

The Customer is responsible for ensuring that an accurate e-mail address is provided and must contact Lingmerths immediately if the booking confirmation has not been received within a few minutes of said booking.

The Customer is also responsible for checking travel documents and the airlines' travel terms, as provided by Lingmerths.

Lingmerths may need to contact the Customer e.g. in the event of changes in the booked flight. The Customer is obliged to provide correct contact information such as telephone numbers and e-mail addresses. The Customer is also obliged to regularly check whether they have received any notifications from Lingmerths.



Lingmerths is not responsible for any damage incurred by the Customer in the event of any changes in the purchased flight if Lingmerths has correctly notified the passenger of said changes.

The Customer is responsible for gathering information on various applicable requirements for the travel with regards to passports, visas, vaccinations, certificates, etc.

## 4. PERSONAL DATA

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Lingmerths complies with the General Data Protection Regulation, also known as the GDPR.

Lingmerths processes all of its customers, partners, suppliers, and employees' personal data in accordance with the General Data Protection Regulation, and with the utmost respect for personal integrity.

For more information on how Lingmerths processes personal data, please see [www.lingmerths.se/gdpr](http://www.lingmerths.se/gdpr)

Both parties are individually responsible for ensuring that all personal data or other sensitive information is processed in accordance with applicable laws and that applicable rules are followed, in accordance with the GDPR.

Traveller profiles shall be created for all travellers; the Customer shall fill out a designated form with all requested information.

## 5. STAFF

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Lingmerths guarantees that their staff continuously receives training both in-house and externally to meet both Lingmerths' and the Customer's competence requirements. Lingmerths also has the right to change staff, provided that an equal level of quality is maintained.

Lingmerths has the right to provide all or part of the services through sub-consultants.

If Lingmerths replaces the majority of their sub-consultants, and this may affect the Customer's experienced level of service, the Customer must be notified 1 (one) month before implementation.

## 6. BOOKING PROCESS / ORDERS

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In accordance with Lingmerths' quality standards, the booking process shall be handled by the same contact person throughout the process - this includes everything from booking to ticketing, invoicing and delivery. The designated contact person is responsible for all contacts between Lingmerths and the Customer's representative, with regards to the applicable booking.

When booking each order, the Customer shall be informed about rebooking and cancellation options. After concluding each booking, a confirmation will be sent together with an itinerary containing information about the traveller, reference, departure and arrival times, destination and price.

Lingmerths shall assist with efficient trip planning with regards to the Customer's travel policy and agreements, (government agreements) and Lingmerths' unique agreements.

Lingmerths is open weekdays between 8 am - 5 pm.

For questions outside of normal office hours, please refer to Lingmerths' 24-hour service.

Services provided outside of normal office hours are subject to an additional fee, in accordance with the agreed price list.

Orders can be placed by phone, e-mail or by visiting our stores/offices - other methods can be offered upon request.

## 7. GROUP AND CONFERENCE EVENTS

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Lingmerths provides services for group events, conference events and trade fairs. With regards to these kinds of services, Lingmerth has very extensive experience of both large and small events. Fees in the stated price list do not apply to group and conference events; instead, these services are quoted for each individual booking.

## 9. DELIVERY

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Tickets and other documentation are delivered in the form of electronic tickets and via electronic correspondence, where possible. Alternative delivery methods can be provided by Lingmerths upon request by the Customer. In cases where extra costs arise in connection with a particular delivery method chosen by the Customer, these will be forwarded and invoiced to the Customer.

If additional delivery costs are incurred due to any errors made by Lingmerths, Lingmerths will be liable for said costs.

Documentation included in the order includes, at minimum, but not restricted to tickets, complete itineraries, address and phone numbers to hotels and car rental companies.

## 10. RESPONSIBILITIES

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Lingmerths mediates travel services, provided by suppliers of said services, only in their capacity as a booking agent. Lingmerths is not responsible for delivery failures where the supplier has not fulfilled their obligations. In the event of any failure to provide prepaid travel services, regardless of the reason, Lingmerths shall assist the Customer in filing claims.

Compensation is charged according to the fee list. Lingmerths is responsible for any errors caused by the agency resulting from negligence, e.g. flight ticket errors or inaccurate/misleading information, unless Lingmerths can establish that they have not been negligent.

## 11. PRICES AND PRICE ADJUSTMENTS

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**Specific terms for any travel changes are stated in connection with the confirmation notice.**

Lingmerths reserves the right to adjust prices to match exchange rate fluctuations, new or increased fees, taxes or surcharges (such as fuel surcharges) that may have been incurred at a later date.

Lingmerths reserves the right, in addition to the fee specified in the previous paragraph, to charge the Customer for any subcontractors' fees in connection with said changes.

In some countries, additional local charges and taxes, payable in local currency, may be incurred. Such taxes and fees are not included in the ticket price.

## 12. CANCELLATION INSURANCE AND TRAVEL INSURANCE

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**Specific cancellation terms for booked trips are stated in connection with the confirmation notice.**

The flight cost does not cover cancellation insurance. Cancellation insurance is taken out separately and, at the latest, when booking the travel. Lingmerths is covered under a Solid Försäkring insurance policy.

When purchasing cancellation insurance via an insurer other than Lingmerths, the other insurance company's terms shall apply. The price of the travel does not cover travel insurance. Such insurance must be taken out separately. Lingmerths has an agreement with Solid försäkringar insurance company



and their terms and conditions for insurance shall apply.

### 13. FORCE MAJEURE

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Lingmerths is not liable for failures, delays or other damages resulting from the enforcement of laws, governmental actions or injunctions, in the event of war, strikes, natural disasters, major outbreaks of serious diseases or other similar circumstances or events beyond Lingmerth's control.

Nor is Lingmerths liable for any damages resulting from a subcontractor's failure to provide adequate travel services, e.g. damage caused by cancelled or delayed flights.

### 14. DISCLAIMER

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The Organizer is not responsible for damages incurred by the Customer and/or Traveller which are due to circumstances beyond the control of the Organizer. Nor is the Organizer responsible for any damages caused by a subcontractor that the Organizer may have hired to provide services included in the group event arrangement, such as e.g. cancelled or delayed flights. Any claims the Customer or Traveller may wish to submit shall be made directly to the subcontractor concerned.

### 15. CLAIMS/REMEDIES AND INSURANCE

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The Customer must submit a claim for compensation in writing within one (1) month of becoming aware, or should reasonably have become aware, of the basis for the claim, after which they will forfeit their right.

The Customer shall submit their complaint to: [reklamation@lingmerths.se](mailto:reklamation@lingmerths.se).

Lingmerths shall, within 5 (five) working days upon receipt of the complaint, contact the Customer and offer a proposed remedy.

Lingmerths shall be covered under liability insurance.

### 16. CONFIDENTIALITY

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Both parties undertake to observe confidentiality in connection with trade and/or trade secrets, including any information that can be regarded as information of a confidential nature, for the entire period of validity of the Agreement and thereafter, without limitation. This Agreement shall be treated as confidential information.

The obligation to maintain confidentiality does not apply to information that the Party can prove they have gained in any other way than via the Agreement or that is generally known.

The Party undertakes to ensure that employees and third party representatives who may have access to confidential information observe appropriate levels of confidentiality.

### 17. PRICES AND INVOICING

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The Customer shall pay a fee for the agreed travel agency service, in accordance with the agreed price list. The fee does not include VAT.

The fee is fixed during the first contract year and is then adjusted according to the preliminary LCI or equivalent for salaried employees SNI 2007, column N, base month in accordance with the framework agreement, which is the lowest rate.

Direct invoicing in connection with the delivery of tickets, net thirty (30) days.

Other payment solutions can be offered individually by the Supplier:



Delivery notes with collective invoices, Travel accounts, Credit cards, Electronic invoicing - EDI

Interest on arrears is charged in accordance with the Swedish Interest Act.

## 19. PERIOD OF VALIDITY

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This Agreement shall enter into force on the date of signature by both parties and shall remain in force until further notice, with a mutual notice period of six (6) months.

Amendments and appendices to the Agreement shall, in order to be binding, be made in writing and be duly signed by both parties.

## 20. DISPUTES

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Disputes in relation to this agreement shall be settled in a Swedish court of law and in accordance with Swedish law.

## 21. CANCELLATION

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Both parties have the right to terminate the Agreement, effective immediately, if a party materially violates the provisions of the Agreement and does not take corrective action within thirty (30) calendar days upon written request.

Lingmerths shall have the right to terminate the Agreement, effective immediately, if the Customer is declared bankrupt, enters into liquidation, initiates composition negotiations, cancels payments or can be assumed to have become insolvent.

Upon termination of the Agreement, Lingmerth is entitled to compensation from the Customer for any Services that the Customer has received and has not paid for upon termination of the Agreement.

Amounts paid in advance by the Customer are not refundable.