TRAVEL SERVICE COMBINATION PROVIDER'S GUARANTEE

Beneficiary: Finnish Competition and Consumer Authority, P.O. BOX 5, FI-00531 Helsinki, tel. +358 29 505 3000

Name and business ID of the trader:

Guarantor:

– postal address:
– contact person:
– telephone number
– email address

Guarantee number:

Validity period: –

Amount of guarantee: euros

TERMS AND CONDITIONS OF THE TRAVEL SERVICE COMBINATION PROVIDER'S GUARANTEE (sections 1.1.–1.10.)

1.1 This first demand guarantee meets the insolvency protection requirements under the Act on Travel Service Combination Providers (921/2017).

1.2. The guarantee covers the claims of travellers referred to in section 3 of the Act on Travel Service Combination Providers that have arisen during the validity period of the guarantee and the claims that have arisen before the entry into force of the validity period of the guarantee.

1.3. The Finnish Competition and Consumer Authority (hereinafter the Authority) may present a claim to the guarantor in situations defined in section 5, subsection 1, paragraph 1 of the Act on Travel Service Combination Providers.

1.4. The guarantor is not entitled to contest the matter or to examine the compensations to be paid based on this guarantee under the Act on Travel Service Combination Providers.

1.5. The guarantor undertakes to pay the amount of money claimed by the Authority up to the amount of the guarantee upon the first written demand. The payments shall be made to the accounts specified by the Authority free of charge, accompanied by the marking "Finnish Competition and Consumer Authority" in the field for free text.

1.6. The guarantor may cancel the guarantee to terminate three months after the date on which the Authority received a written notice on the termination of the guarantee from the guarantor.

1.7. The Authority must present any claims based on this guarantee to the guarantor no later than within three months from the expiration date of the guarantee. If the Authority cannot itemise its claims within the three-month time limit because the processing of the matter has not been completed, the Authority may notify the guarantor within the three-month time limit that the processing has not been completed, in which case the Authority may present its itemised claims once the processing has been completed.

1.8. The Authority may cancel the guarantee to terminate one month after the date on which the Authority has come to the conclusion that the guarantor is unable to meet its payment obligation.

1.9. This is not a guarantee for the debt of another person and, therefore, it is not a subject to the Act on Guaranties and Third-Party Pledges (361/1999).

1.10. Any dispute arising out of or in connection with this guarantee shall be finally settled at the District Court of Helsinki in accordance with Finnish law. The terms and conditions of this guarantee have been drawn up in Finnish, Swedish and English. Should any conflict arise between the Finnish, Swedish and English versions of the terms, the Finnish language version shall prevail. Should any conflict arise between the Finnish version of the terms and any applicable laws, the law shall prevail.

_____
Place and date

_____ _____
Signature and name in print Signature and printed name

ANNEXES

– guarantor's evidence of the signatories' procuration rights