

10.01.2023 (REVISED)

TERMS AND CONDITIONS Nordiva Tours AS

General

We are Nordiva Tours; a limited company included in the Norwegian National Business register as Nordiva Tours AS, VAT nr 814765652MVA at Kirkeveien 37A, Oslo, Norway. We specialize in organizing travel and journeys.

Our company serves customers worldwide, focusing on Nordic and Baltic nations - Norway, Sweden, Denmark, Finland, Iceland, Lithuania, Latvia, and Estonia.

Application of these terms and conditions

Terms & Conditions are accurate at the time of printing and are subject to change before booking. Before booking your vacation, you are advised to check on the websites or request the latest version of the Terms & Conditions from your Travel Agent or Nordiva Tours.

You legally enter into a contract when you make a booking with us, pay a deposit (or an appropriate fee, as in the case of a last-moment booking, for example), and you will get a booking confirmation from us.

Dispute resolution

Norwegian Law will govern the contract between us, and any dispute will be resolved exclusively by the Norwegian courts.

Reisegarantifondet (RGF)

As a customer, you are protected against our bankruptcy.

Under the Package Tours Act, all organizers of package travels must provide security covering their obligation to refund monies paid and for the repatriation of the consumer in the event of the organizer's insolvency.

For further details about Norwegian law regulation, please follow the link <http://en.rgf.no/norwegian-lawregulating-package-tour-operation>

Data Protection

We fully comply with the European General Data Protection Regulation (GDPR) requirements concerning the processing of personal data concerning all personal data held by us anytime. We will not use any personal data concerning you that we have at any time and for any purpose different from the one connected with the booking. We will not transmit such data to third parties except for cases where this is required by a service provider or as otherwise permitted. We may use such data to notify you of our services, offers, and promotions from time to time.

Brochure and website content

We take reasonable care to ensure that the information contained in our brochures and on our website is accurate. However, content may be changed from time to time, often because of the actions of our suppliers (e.g., airlines, hotels, activity providers, and transport companies).

We will do our best to inform you about any change that may affect your holiday before you get a booking confirmation and after that, as soon as (and only in case) our Suppliers inform us. We are not responsible for the content, policies, and services of any sites linked to or accessible through our website.

Booking Conditions

All bookings must be made by a person aged 18 (eighteen) years or over. In cases when your booking is for more than one person, the first-named person in your party aged eighteen years or above will be considered by us as the 'lead name' for your booking. According to our contract, the lead name will make all payments due to us.

We will consider completing and submitting our booking form as confirmation that you have read, understood, and accepted all our Terms & Conditions.

Your responsibility is to ensure that the details you send us are correct.

1. Payment

Payment Terms:

25% non refundable deposit at the time of confirmation*

The final balance is due 60 days prior to arrival

We inform you at the time of booking of the price of your holiday. The full holiday price of a booking should be made at least 60 days before departure. In some circumstances **

*depending on the type of booking), we will require a non-refundable deposit of more than the usual 25%. Sometimes, our suppliers require extra amounts up to complete payment in advance. In such cases, we will require additional payment in advance, too. The last payment must reach us 60 days before your departure date unless you make a late booking. If we do not receive the payment in full by this time, we will consider the booking as canceled by you, and you will be responsible for paying our cancellation charges.

We accept the following methods of payment:

bank transfers *

credit cards Visa, MasterCard, Dining Club, American Express

Discounts apply when paying via wire transfers

We do not accept the following:

MoneyGram

Western Union

other cash transfers

We will require you to pay only with debit or credit card when the booking is too close to the departure date. An administration charge also applies to any changes made by us at your request.

2. Prices

The prices quoted in our catalogues, on our website or in our publicity and promotions from time to time are correct at the time of publication. We will inform you of any change in our prices before accepting your booking. We quote prices in Norwegian Kroner (NOK). We can calculate package prices in USD or Euro on demand, but changes in exchange rates may cause the final amount to differ from previous estimates.

Our holiday price does not typically include the following:

- Visa fees, overseas airport departure charges payable locally, portorage, personal expenditure, hotel extras, fuel, and extras for car hire
- Taxes or compulsory charges introduced by Governments, regulatory bodies, or airlines after you have booked
- Security charges introduced or increased after you have booked relating to transportation costs

The price you make for your holiday and what this includes will be confirmed at the time of booking and given in our booking confirmation.

We are not obliged to specify the cost of each component in our packages. We cannot answer your questions about underlying prices in both ready and tailored itineraries.

3. Changes or cancellation by you

After you have received a booking confirmation from us, you can cancel the entire trip or part of it.

Our cancellation charges will apply (see the table 'cancellation charges' below). We calculate costs from the date we receive your authority in writing. We don't refund any deposits, administration charges, insurance premiums, or other fees concerning your holiday after we make them.

We incur costs from the time you make your booking. So you agree that if you cancel your booking, you will compensate us for our losses and expenses, as per the table below. Our cancellation charges increase nearer the cancellation is made to your departure date because we may only be able to resell your holiday if we make significant price reductions.

We strongly recommend you take out insurance coverage for cancellation adequate to cover the value of your holiday. For further details, please refer to paragraph 8.

3.3. Cancellation charges

The number of days left before your date of departure when we receive your authority in writing. Cancellation charge (expressed as a percentage of the total holiday price):

25% non-refundable deposit due at the time of confirmation

60 – 46 days prior to arrival: 50% penalty

45 – 31 days prior to arrival: 75 % penalty

30 days or less prior to arrival: 100 % penalty

Cancellation terms for single or multiple ready-to-go guided tours and activities (options):

14 before the tour: 100 % refund - credit card fee

13 to 10 days before the tour: 50% refund

9 or fewer days : 0% refund

4. If we have to change or cancel your holiday

We will take reasonable care to deliver the holiday we promised to provide to you. Yet, considering that we offer a wide range of holidays many months in advance, we have a right to make changes at times.

(a) Organised tours

Our obligation to you depends on whether the changes are considered 'minor' or 'major'. A 'major' change can be regarded as one that causes significant alterations to the contract's essential terms.

Major changes include:

- price
- departure airport
- your city/resort/place of destination
- your accommodation to a lower star grading

Minor changes include:

A minor change is any other change that is not significant. We will do our best to tell you about any minor changes as soon as possible before your departure date, even though we are not obliged to do so. We are not obliged to compensate you for any minor changes.

Major changes:

We will inform you about the 'major' change in case we have to make one, and you will be able to choose one of the following options:

- to agree on the changes and accept their impact (including any on price)
- to transfer to another holiday offered by us (depending on whether it is available) of equivalent or superior quality
- to transfer to another holiday offered by us (depending on whether it is available) of lower quality and receive a refund for any difference in price
- to cancel your holiday and receive a refund of all money you have paid for the holiday (including all deposits and administration charges)

5. Our liability to you

- In case of a significant change or a partial cancellation of your holiday for a reason not connected with our bankruptcy or other circumstances we cannot control, we will offer you other services of the same value.
- In case we have to cancel your holiday for a reason of the circumstances we can control, we will refund you the total price of your holiday.
- Circumstances beyond our control
We will not pay compensation or accept any liability in case of circumstances cause changes we cannot control, including (without limitation) any strikes, lock-outs or other industrial action; acts of God; war; riot; civil commotion; malicious damage; lockdown; compliance with any law or governmental order, rule regulation or direction; the impossibility of the use of any means of public or private transport or any action of any government or regulatory body; accident; break-down of plant and machinery; fire; flood or storm; other adverse weather conditions (including heavy rainfall, hail, snow, fog or frost) affecting any airport, port or any other transport link, embarkation or disembarkation point and their operation; flight delays; other

matters affecting air traffic control (including failure of equipment, systems and software); siege; acts of terrorism; police or security alerts or precautionary measures are taken.

(a) We will take reasonable skill and care in sticking to our treaty obligations, and we will compensate you if you have borne losses or damage because we, our agents or suppliers, and you can prove it.

(b) If you feel that arrangements concerning your holiday have not been provided as promised, you should inform our supplier and us as soon as possible. You must give us the details in writing at the earliest opportunity.

(c) If we have failed to provide you with a significant part of the services due to badly performed obligations, we will do our best to organise suitable alternative arrangements at no extra cost if you are still on holiday and compensate you. Suppose we have failed to provide you with a significant part of the services due to our improper performance and there are no available alternative arrangements that are suitable or such arrangements are not acceptable to you due to significant reasons. In that case, we will make arrangements for you (and other party members if they are affected, too) to return you to the place of departure at no extra cost. In all other cases (when we have not failed to provide you with a significant part of the services), we will have to investigate matters and take steps to find suitable solutions, if possible, after your notification.

(d) We do not accept responsibility for any third parties' acts and/or omissions if you have had direct bookings with them.

(e) None of the provisions of this paragraph 5(a) shall have the effect of excluding or limiting our liability concerning any personal injury or death of you or any of your party members during your holiday which was a direct result of our acts or omissions or the negligent acts or omissions of our employees, agents or suppliers while acting within our authority or instructions according to the contract. We do not accept any responsibility for death, injury, or illness caused by any act or omission, whether of any third parties acting outside of our authority, instructions, or control or with whom you may have made any bookings or arrangements direct or any cause which we could not reasonably prevent.

(f) We are not obliged to you in case of our failure or the improper performance of our obligations is a result of:

- any fault or failure of you or of any member of your party
- any fault or failure of any third party not connected with us and the provision of the services which are unforeseeable or unavoidable.
- circumstances beyond our or beyond our suppliers' control (the circumstances are described in paragraph 4(c)), although we will do our best to provide you with our prompt assistance in case of our failure or improper performance results from circumstances which are not a result of any fault or failure of you or any member of your party.

(g) You should pay attention to the fact that if we accept liability, we may always set off or reduce the amount of any claim against us by taking into account any amount that you (or your party member) have received from the exact cause or circumstances from our supplier or according to the policy of insurance.

(h) Our suppliers and guides are instructed not to arrange any other alternative activities as our agents than those you purchased directly from us. If you have purchased or received any assistance that way, it does not imply that they have acted as our agents. We are not responsible for such activities and have no obligations to you.

Special requirements Please inform us at the time of booking if you have any special requirements (for example, dietary requirements), so we will notify our suppliers. However, we cannot guarantee that suppliers will meet your requirements, and in such case, we will not be obliged to you.

6. Your responsibility (a) You are responsible for ensuring that you and your party members have valid passports and appropriate visas.
(b) You are responsible for ensuring that we are informed about any existing medical conditions or disabilities that may require assistance before you book the holiday or, if newly diagnosed, before your departure date. Then we can give these details to our suppliers on time. We are not obliged to you or any party member if any carrier refuses you as a passenger resulting from any medical condition or disability.
(c) You are responsible for your behavior and the behavior of your party. Our suppliers and we have the right to refuse your booking or the right to board or the right to travel and to remove

you and/or any member of your party from any transport, accommodation, or any part of the holiday if you or any member of your party is drunk or under the influence of drink or drugs; if you are or we reasonably believe that you are in unlawful possession of drugs; or are behaving violently, disruptively, dangerously or irresponsibly or in any manner which presents a risk to others or is a cause of a nuisance or annoyance to others. No refund will be given or compensation paid, and we will refund no costs or expenses you will bear. Also, you may be affected by police inquiry, security measures, or investigation and obliged to criminal prosecution and penalties if any criminal offenses are committed, and the country has jurisdiction concerning the alleged activity. You must completely cooperate with and follow all safety procedures and instructions which you will receive from organizations that run activities while you are on your holiday. Such organizations may ask you to sign a waiver form concerning the activity being carried out. (d) Even though we will do our best to make your holiday as smooth as possible, problems can happen.

7. Dealing with complaints

If you have difficulties you cannot deal with by the hotel, lodge, or camp where you are staying, you should call our 24-hour emergency number (+47 92669868). However, remember that we cannot help you if you mention the issue only after returning from the holiday. In case of a medical emergency, you must inform your travel insurance providers of their 24-hour emergency telephone number and medical emergency service in the country of your visit.

If you have a problem during your holiday, please immediately inform the relevant supplier whose service is involved (e.g., your hotelier) and Nordiva Tours representative, who will endeavor to put things right. It is unreasonable and in breach of your contractual obligations to take no action while on holiday but write a letter of complaint upon return. If the problem cannot be resolved locally and you wish to complain, full details must be sent to Nordiva Tours in writing to arrive within 28 days of your return, giving your booking reference and all other relevant information. Please keep your letter concise and to the point. We strongly recommend that you communicate any complaint to the supplier of the services and our representative without delay and complete a report form while on holiday. Suppose you fail to follow this simple procedure. In that case, we will have been deprived of the opportunity to investigate and rectify your complaint while you were on holiday. This might affect your rights under this contract resulting in reduced or no compensation if any was merited.

8. Insurance

It would be best if you bought travel insurance for your holiday. Make sure all the activities you will be carrying out are covered by such insurance. This insurance must include adequate cancellation insurance to the value of your holiday, emergency evacuation, and repatriation costs for all activities.

Please keep in mind that the travel insurance provided by some credit card providers often only offers the minimum coverage. No matter who your insurer is, you should always check whether there are exclusions of activities you might be undertaking. Some insurers now offer specific insurance against cancellation, delay, and abandonment due to volcanic ash disruption in response to public concern. Take it as an add-on to some travel insurance policies or as a stand-alone cover.

Updates

Our Terms & Conditions are updated from time to time. The terms and conditions which will apply to your holiday are those on our website at the time of booking. There may be additional terms and conditions that apply to our special offers, promotions, and discounts from time to time. We will inform you about them when booking, and you should tell us that you would like to take advantage of them.

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