

20.12.2019 (REVISED)

TERMS AND CONDITIONS Nordiva Tours AS

General

We are the Nordiva Tours, a limited company included in the Norwegian National Business register as Nordiva Tours AS, at Holtegata 2B, 0259, Oslo, Norway. We specialize in organizing travels and journeys.

Our business operates in Scandinavian and Baltic countries (Norway, Sweden, Denmark, Finland, Iceland, Lithuania, Latvia, and Estonia) and is directed worldwide custom.

Application of these terms and conditions

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

A contract is considered an existing one after 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, which we have 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 in connection with the performance of our contract with you or as otherwise permitted by you. 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, 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 do not bear responsibility 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 make sure that the details you send to us are correct.

1. Payment

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 the booking) we will require a non-refundable deposit of more than the usual 20%. Sometimes, our suppliers require extra amounts up to complete payment in advance. In such cases, we will require additional payment in advance, too. Unless you are making a late booking, the **balance owing must be paid to us no later than 60 days before the date of your departure**. 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

We also accept transfer financial services:

PayPal
Stripe
TransferWise
Payoneer

However, an extra charge will be made on the payments because of the fee levied on us by the financial companies.

We do not accept:

MoneyGram
Western Union
other cash transfers

We will require you to pay only via debit or credit cards in cases when the booking is made 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 catalogs, on our website or in our publicity and promotions from time to time are correct at the time of publication. If there is any change in our prices, we will inform you 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 be different from previous estimates.

Our holiday price does not typically include:

- Visa fees, overseas airport departure charges payable locally, portage, 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
- Holiday insurance

The price you make for your holiday and what this price includes will be confirmed to you 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 have the right to refuse to answer your questions about underlying prices in both ready and tailored itineraries.

3. Changes or cancellation by you

If you wish, after you have received the booking confirmation from us, to cancel your booking or any part of it concerning any person (in the case of a group booking), we will need your authority in writing or (in the case of a group booking) the authority in writing of the lead name to do so.

Our cancellation charges will apply (see the table' cancellation charges' below). We calculate costs from the date we receive your authority in writing. Any deposits, administration charges, insurance premiums, or other fees concerning your holiday after we made them and you paid it will not be refunded in case of cancellation.

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 as nearer the cancellation is made to your departure date

because we may not be able to resell your holiday without making significant price reductions, or at all.

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

3.3. Cancellation charges

Number of days left before your date of departure when your authority in writing is received by us. Cancellation charge (expressed as a percentage of the total holiday price):

60 days or more Deposit only (if applicable)

59 – 43 days 40 %

29 – 42 days 60 %

7 – 28 days 90 %

6 days or less 100 %

Cancellation terms for single or multiply 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 less days : 0% refund

You can request a credit voucher for the amount paid upfront for the canceled booking, less any non-refundable charges incurred by us or imposed by our suppliers. **This must be redeemed within 12 months** of issue against a new booking. You can not exchange the voucher for cash.

We provide no cash refund if the cost of the new booking is less than the value of the credit voucher.

4. If we have to change or cancel your holiday

We will take reasonable care to deliver the holiday which we are contracted 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 considered 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 a significant change. We will do our best to tell you as soon as possible before your departure date about any minor changes, even though we are not obliged to do so. We are not obliged to compensate you for any 'minor' changes made.

Major changes:

We will inform you about the 'major' change in case if 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 (depends on whether it is available) of equivalent or superior quality
- to transfer to another holiday offered by us (depends 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 major change or a cancel of your holiday for a reason not connected with our bankruptcy or other circumstances we cannot control, we will compensate you the following sum (per person named in our booking confirmation):

59 - 40 days * 100 NOK

39 - 15 days 250 NOK

14 - 8 days 350 NOK

7 - 0 days 400 NOK

** Number of days before your date of departure when a notification about a major change or cancellation is received.*

(b) Other holiday arrangements

We will try to tell you about any changes as soon as possible before your departure date, although we are not obliged to do so. We are not obliged to compensate you. However, if we have to cancel your holiday for a reason not connected with our bankruptcy or other circumstances we cannot control, we will refund you the full price of your holiday.

(c) Circumstances beyond our control

We will not pay compensation or accept any liability in case if 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; 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 taken.

(a) We will take reasonable skill and care in sticking to our treaty obligations, and we will compensate you if you have born 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 was 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. If 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 which are suitable or such arrangements are not acceptable to you due to significant reasons, then we will make arrangements for you (and for 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 the acts and/or omissions of any third parties 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 your party member 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) Both our suppliers and guides are instructed not to arrange any other alternative activities as our agents than those you have 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 concerning them.

Special requirements

You should 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 your requirements will be met, 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 which may require assistance before you booked the holiday or, if newly diagnosed, before the date of your departure. Then we will be able to 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 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 in case 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.

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, keep in mind 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.

7. Dealing with complaints

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.

8. Insurance

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. If you fail to follow this simple procedure, we will have been deprived of the opportunity to investigate and rectify your complaint while you were on holiday, and this may affect your rights under this contract resulting in reduced or no compensation if any was merited.

It would be best if you were fully insured for your holiday. Make sure all of 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 of your activities.

Please keep in mind that the travel insurance provided by some credit card providers often only offers the minimum coverage, and 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. You may 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 offer, promotions, and discounts from time to time. We will inform you about them at the time of booking, and you should tell us that you would like to take advantage of them.

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