



SPITZBERGEN  
REISEN

## **GENERAL TERMS AND CONDITIONS OF SPITZBERGEN REISEN AS**

### **1. Registration, Trip Confirmation**

1.1 By registering, the traveler is committing to a travel contract with Spitzbergen Reisen AS. Registration is completed by written confirmation. Registration is valid for all participants included in the registration process, provided the traveler has not expressly and separately committed to not accept responsibility for their contractual obligations. The traveler's registration is binding until its acceptance by Spitzbergen Reisen AS, but for no more than 14 days from the date of the registration.

1.2 The travel contract becomes valid at the time of its acceptance by Spitzbergen Reisen AS. The traveler will receive travel confirmation from Spitzbergen Reisen AS in writing. Any changes between the registration and the travel confirmation will be expressly mentioned in the travel confirmation. Spitzbergen Reisen AS is bound for 10 days by any changes offered in the travel confirmation. In case of changes in the travel confirmation, the contract becomes valid only if accepted by the traveler within 10 days of the date of the travel confirmation.

1.3 These Terms and Conditions are valid only for activities conducted directly by Spitzbergen Reisen AS.

1.4 For services from other providers or travel offers which carry the disclaimer "Travel conducted by a Spitzbergen Reisen AS Partner" and are thereby identified as offers from other providers in its publications, Spitzbergen Reisen AS is acting as an agent only. These services and travel offers are governed by the respective provider's own terms and conditions.

### **2. Payment and Transmission of Travel Documents**

2.1 A deposit of 30% of the total travel price is due at the time the contract is registered. Except for day trips where the full price is due at the time the contract is registered.

2.2 Spitzbergen Reisen AS will apply all deposits to the travel price.

2.3 The remainder of the travel price is due no later than 60 days prior to travel.

2.4 If booking occurs less than 60 days prior to travel, the full price is due immediately.

2.5 Failure by the traveler to make payment in full when due, will result in complete loss of travelers' rights to the travel services in question. In case of bank transfers, the relevant date is the date of receipt of payment in full in the bank account of Spitzbergen Reisen AS.

2.6 Following payment in full, the traveler will receive the travel documents by e-mail.



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2.7 Spitzbergen Reisen AS is entitled to withdraw from the contract and to demand damages from the traveler due to non-fulfillment if the latter has not paid the travel price that was due following written notice and a reasonable grace period.

2.8 In case of cancellation due to non-fulfillment of contract, reimbursements for cancellation damages, processing and transfer charges, and insurance premiums are due immediately.

### **3. Services**

3.1 The scope of the contractually-agreed services is derived from the service descriptions on the website of Spitzbergen Reisen AS; clearly agreed-upon special requests by the traveler; and the relevant information that reiterates specifics in the Travel Confirmation.

3.2 Spitzbergen Reisen AS reserves the right to change the scope and specifics of services offered in its publications at any time prior to contractual commitment as may be necessary due to severe, unforeseen circumstances. Travelers will be informed of such changes prior to any affected travel booking.

3.3 For above mentioned reasons Spitzbergen Reisen AS also reserves the right to change the travel prices from those offered in its publications at any time prior to contractual commitment. Travelers will be informed of such changes prior to any affected travel booking.

3.4 Travel agents and guides are permitted to make commitments differing from the travel contract or provide additional or modifying agreements only due to weather or safety-related reasons.

### **4. Service and Price Changes**

4.1 Due to the specific nature of trekking- and expedition-based tours, modifications in individual travel services (as described in the already agreed-upon contract) may become necessary. However, nothing in this clause permits Spitzbergen Reisen AS to commit any type of wrongdoing.

4.2 The above section does not affect any warranty claims that may become effective if substitute services are insufficient.

4.3 Spitzbergen Reisen AS is required to inform any affected traveler of service changes or program discrepancies at the earliest possible time. If circumstances allow, Spitzbergen Reisen AS may offer the traveler the option to withdraw from the contract at no cost to the traveler.

4.4 Spitzbergen Reisen AS reserves the right to change the published and contractually agreed upon travel prices in case of increased transportation costs, especially fuel costs and fees and taxes levied on specific services, such as port and airport fees, customs and entry fees, or changes in exchange rates in reference to the individually added calculations.



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Spitzbergen Reisen AS may charge the value discrepancy of any payment affected by such fluctuations.

4.5 Spitzbergen Reisen is required to provide the traveler with an explanation of the reasons for such changes in pricing or services promptly upon becoming aware of such reasons.

4.6 In the case of price increases greater than 5% of the travel price or substantial changes of primary services of the booked travel, the traveler is permitted to withdraw from the travel contract free of charge.

4.7 The traveler is required to exercise these rights promptly upon being informed of such changes by Spitzbergen Reisen AS.

## **5. Cancellation by the Traveler**

5.1 The traveler is permitted to withdraw from the travel contract at any time prior to the start of travel. Withdrawal is considered effective only upon receipt of such notice by the travel provider or his authorized agents. Any withdrawal notice has to be in writing.

5.2 In case of withdrawal by the traveler or if the traveler fails to participate in the travel, Spitzbergen Reisen AS may demand appropriate compensation. The amount of this compensation is determined by the receiving date of the withdrawal notice.

5.3 Spitzbergen Reise AS may set a specific withdrawal compensation for any travel offering as a fixed percentage of the typical cost savings and the time span between the withdrawal and the start of the travel in accordance with the following scale:

For all bookings with Spitzbergen Reisen AS, a processing fee of 500.00 NOK will be charged until the 121st day prior to the start of the booked travel offering. An additional fee of 30% of the travel costs will be charged from the 120th to the 31st day, 50% from the 30th to the 15th day, and 100% from the 14th day onward.

5.4 For all cruises organized by or booked through Spitzbergen Reisen AS, a cancellation fee of 25% of the travel costs will be charged until the 90th day prior to the start of the cruise, 50% from the 89th to the 60th day, and 100% from the 59th day onward.

5.5 The traveler may request that a third party be permitted to assume his or her place in the travel contract until the initial travel start date. Spitzbergen Reisen AS may deny this request if the third party cannot fulfill the specific travel requirements for the offering concerned, or if the third party's participation would be barred for legal or regulatory reasons. If a third party assumes the responsibilities of the travel contract, the third party as well as the original traveler will be jointly held liable for the entire travel price, including any additional costs incurred by Spitzbergen Reisen AS due to the third party's participation.



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## **6. Cancellation by Spitzbergen Reisen AS**

The following circumstances would permit Spitzbergen Reisen AS to withdraw from the travel contract either prior to or during the booked travel:

6.1 Spitzbergen Reisen AS may cancel the travel contract at any time if sufficient reasons are present. Guides or local representatives of Spitzbergen Reisen AS are authorized to declare the cancellation. A sufficient reason would occur if the traveler could not fulfill the specific travel requirements for the booked travel or if his conduct during the travel significantly disturbs or endangers the progress of the travel and is unable or unwilling to change his conduct upon request. In the case of a cancellation due to such circumstances, Spitzbergen Reisen AS retains the right to the entire travel price.

6.2 If a travel offering does not reach a minimum number of participants, whether published or a legal requirement, Spitzbergen Reisen AS may cancel the travel contract provided the participation requirement was published with the original travel offering. In this case, Spitzbergen Reisen AS is required to inform the traveler of any such cancellation as soon as the conditions for such a cancellation present themselves. This type of cancellation entitles the traveler to a full refund of any payments made towards the price of the travel.

## **7. Force majeure**

7.1 Spitzbergen Reisen AS may cancel the travel contract following unforeseen events of force majeure, that is, a natural disaster of the sort that would impede the progress of or endanger the participants of the trip. In such a case, the traveler is permitted to withdraw from the travel contract as well. This type of cancellation entitles Spitzbergen Reisen AS to compensation and the cancellation policy applies.

7.2 Spitzbergen Reisen AS is obligated to obtain safe transportation for the return of the traveler, especially if such transportation is already included in the travel contract. Any additional expenses for such transportation or other measures taken by Spitzbergen Reisen AS will be worn by the traveler.

## **8. Liability**

8.1 Spitzbergen Reisen AS is liable to complete the following tasks with professional due diligence:

- Thorough travel preparations
- Careful selection and supervision of its service providers and agents
- Orderly completion of a contracted services for which Spitzbergen Reisen AS is the service provider
- Facilitation of the contracts for any arranged travel services
- Consultation and information required by the traveler
- Diligent execution of the travel contract



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## **9. Warranty**

9.1 If a contracted travel service is not provided, the traveler may demand redress. Spitzbergen Reisen AS may provide redress in form of a substitute service of equal value. Spitzbergen Reisen AS may deny redress to the traveler if the demands are unreasonable for a given situation.

9.2 For the duration of a travel offering that is not provided as contracted, the traveler may request a reasonable reduction in price. The price may be reduced in accordance with the difference in value between the provided services and the contracted services at the time the contract was entered. No reduction in price will be provided if the traveler fails to request it.

9.3 If travel services are substantially impaired and Spitzbergen Reisen AS or its contractors fail to provide redress within a reasonable time, the traveler may cancel the travel contract in writing and in accordance with the legal provisions of the contract. The traveler may also cancel the contract if the traveler cannot reasonably be expected to participate in the contracted travel offering due to changes or impairments of the contracted services. Spitzbergen Reisen AS must determine a reasonable time for the redress demanded by the traveler unless redress is impossible or is denied by Spitzbergen Reisen AS, or if the immediate cancellation of the travel contract by the traveler is justified by the given situation. If the traveler cancels the travel contract, Spitzbergen Reisen AS may retain the portion of the travel price for those services that were provided to the traveler in his interest.

9.4 The traveler may demand compensation for damages beyond a reduction in price unless the failure to provide travel services as contracted was due to factors outside the control of Spitzbergen Reisen AS.

## **10. Limited Liability**

10.1 Spitzbergen Reisen AS may not be held liable for non-physical damages.

10.2 Spitzbergen Reisen AS may not be held liable for damages resulting from unauthorized actions, unless they are the result of criminal intent or gross negligence.

10.3 Spitzbergen Reisen AS may not be held liable for disturbances or damages concerning services that were contracted to a third party and were identified as such in the publication of the travel offering.

10.4 Any liability of Spitzbergen Reisen AS is limited to NOK 10'000'000.-

## **11. Limitations and Exclusions**

Any demands for restitution due to a failure of Spitzbergen Reisen AS to fulfill its contractual obligations must be made to Spitzbergen Reisen AS, Postboks 75, 9171 Longyearbyen, Norway, within one month of the contractual conclusion on the travel services. Demands for



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restitution may still be brought after this time frame if the traveler was unable to make his demands at an earlier time due to factors outside his control. All demands are limited to a period of one year following the contractual conclusion of the contracted travel services.

## **12. Duties of the traveler**

The traveler is required, within the limitations of applicable law, to seek to avoid or limit possible damages if services are not provided as contracted. Any complaints must be brought to the local representatives of Spitzbergen Reisen AS. These representatives are authorized to provide redress wherever possible. Failure to make any complaints known to Spitzbergen Reisen AS will result in the loss of the right to a reduction in price.

## **13. Passport, Visa, and Health Requirements**

13.1 Spitzbergen Reisen AS is not required to inform citizens of the country wherein its travel packages are advertised the related passport and visa requirements, as well as the deadlines to obtain the required documents and potential changes in these requirements. Citizens of other countries (outside of the locale wherein Spitzbergen Reisen AS is advertising) may be subject to alternative passport or visa requirements which those participants may obtain from the respective consulates. Spitzbergen Reisen AS recommends the traveler to get information about any health-related requirements and procedures that may apply to their participation in any given travel offering, as well as any changes of these requirements prior to the start of travel.

13.2 Spitzbergen Reisen AS is not be held liable for the timely provision of any required visas or other travel documents by the respective diplomatic institutions.

13.3 The traveler is responsible for adhering to all regulations pertaining to the travels. This includes the correct spelling of one's own name, and the names of all other persons that are part of the traveler's travel contract, in accordance with their respective passports.

13.4 All costs, especially those associated with the inability to travel due to failure to obtain the required documentation, are borne by the traveler, unless they emerge due to false information from Spitzbergen Reisen AS.

## **14. Disclaimers regarding information on the internet page [www.spitzbergen-reisen.no](http://www.spitzbergen-reisen.no)**

14.1 All information on the internet page regarding services, programs, dates, prices, and conditions are up to date.

14.2 All previously published travel information expires with the publication of a new catalogue or new offerings via internet. However, these updates do not imply a change to these General Terms and Conditions.



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## **15. Severability**

If any portion or portions of the travel contract are deemed invalid, this does not invalidate any other portion of the travel contract. All unaffected portions of the travel contract remain valid and enforceable.

## **16. Governing Law**

16.1 Spitzbergen Reisen AS is domiciled in Longyearbyen in Svalbard, Norway. Any legal complaints against Spitzbergen Reisen AS may only be brought in Longyearbyen or at the Superior Court of Tromsø, Norway.

16.2 Any legal action by Spitzbergen Reisen AS against a traveler will be brought at the Superior court of Tromsø, Norway.

## **17. Validity of information provided**

Errors in prices and dates reserved.

Stand August 2019

### **Spitzbergen Reisen AS (Org nr. 817 187 072)**

Postboks 75 N-9171 Longyearbyen  
Superior Court Tromsø

Managing director:  
Marcel Schütz