

Conditions for Sale – Spitsbergen Voayges 2011

1: Tour Operator/ Travel Guarantee System

Spitsbergen Travel AS (hereinafter referred to as the Operator), Box 548, N-9171 Longyearbyen, Norway, is the organizer of tours described in this manual with responsibilities as set out below. The company is a member of 'Den Norske Reisebransjeforening' and is bonded through the travel guarantee system of Reise-garantifondet, Storgata 6, N-6003 Ålesund, and Norway in accordance with the 'Pakkereiseloven' (The Norwegian Act of Package Travel).

2: Booking

Booking can take place by writing directly to the Operator, filling in the Trip Application form. This, or a copy of this, should also be used when booking at a travel agency. Bookings are confirmed when you have received deposit invoice or when you have received written confirmation. From this moment on, a travel agreement exists between the parties. When the Customer changes his or her booking after the confirmation has been issued the Operator will charge a changing fee of NOK 300 per transaction.

3: Payment

Upon booking, a 10% deposit invoice will be stated. The final invoice with remaining amount; will be issued approximately 10 weeks before departure. Date of payment is 8 weeks before the departure date. Payment can be done by bank transfer or credit card. If credit card is preferred, please inform card no., expire end and CVC code. We then charge the card on date of payment.

4: Cancellation by the Customer

Cancellation must be made in writing (by letter/ fax/ e-mail). Dependent on when we receive notice of cancellation, we will refund the price of the tour minus the following percentage of the price to cover our losses in connection with the cancellation.

For individual bookings, 1- 9 passengers in one booking:

56 days or more prior to departure	10 %
55 – 42 days prior to departure	30 %
41 – 28 days prior to departure	60 %
27 – 14 days prior to departure	90 %
14 days or less before departure, or no show	100 %

For group bookings, 10 passengers or more in one booking:

120 days or more prior to departure	No fee
120 - 60 days prior to departure	50 %
60 days or less before departure, or no show	100 %

The right of cancellation at a distant sale is not applicable for services like reservation, so furthermore there are no right of cancellation for purchase of travel services.

5: Cancellation Insurance

Most participants have cancellation insurance via their insurance company as part of travel insurance. For those that not have this they may purchase the one we offer. If the participants must cancel the trip, and have our cancellation insurance, we refund the cost of the tour minus cancellation insurance costs of 5% and an administration fee of NOK 850,-. Please note that the cancellation insurance must be booked together with the tour, the cancellation insurance is not refundable. Our cancellation insurance costs 5% of the total cost and entitles the customer to cancel the tour due to unforeseen circumstances, such as serious illness, injury or the death of a close relative, which make it impossible or inadvisable to go ahead with the tour. The right to cancel a tour is also valid if another person in the customer's party is affected by such circumstances and it would be unreasonable to demand that the customer goes ahead with the tour without the person in question. (In this case, both/ all members of the party must have taken out cancellation insurance). He must also provide these reasons with medical documentation.

6: Liability

Spitsbergen Travel AS is the liable tour operator. The company acts on behalf of shipping companies and hotels/guest houses etc. included in the tour arrangements and is not liable for circumstances affecting the above companies etc., or for delays or losses, damage or costs incurred by circumstances beyond our control. We also reserve the right to make changes to the itinerary (both before and after booking has been confirmed) with the customer's safety and comfort in mind. Changes may also be made in order to provide assistance to other ships, groups or stranded persons. Providing assistance in this way is normal practice in waters such as these, and shall be regarded as a part of the journey insofar as the occurrence cannot be said to have adversely affected the journey in general to a significant degree. The demanding conditions of the Arctic can lead to delays for flights and ships. Ice, fog and other weather conditions lead to difficult supply conditions, limited availability of services and no local public transport. It is vital that the Operator manages several ships from the point of view of safety and the ability to solve logistic problems (caused by delays, ice, bad weather and mechanical problems). Participants should be aware that changes may be made to the schedule, but the Operator will endeavour to ensure that the tour proceeds as planned as far as possible. The Operator reserves the right to use ships other than those stated in the manual and the brochure. Accommodation in Longyearbyen can be changed by Spitsbergen Travel within the same standard. We reserve the right to use other hotels than the one described in the tour program.

7: Customer's Obligations

The customer must adhere to regulations concerning conduct and guidelines given by the Operator. Spitsbergen Travel reserves the right to refuse admittance to a trip if the customer is considered a safety liability, or if the customer behaves in such a way that he/she is of nuisance to the other participants on the trip.

8: Changes in price

We reserve the right to change the prices without prior notice. The price of the tour can only be changed up to 20 days before departure after a confirmed booking. This may be necessary due to unforeseen changes in duties, taxes or transport costs. Should a price increase of this nature be in excess of 10% of the price of the tour, the customer is entitled to cancel the arrangements with full compensation.

9: Cancellation

The Operator reserves the right to cancel any departure due to insufficient bookings up to 4 weeks before the departure date. The minimum number of bookings required is stated in the individual descriptions of the tours in this manual. The Operator also reserves the right to cancel any departure up until the date of that departure due to force majeure or other circumstances beyond the control of the Operator, which prevent the customer taking the tour. Should this be the case, the amount of compensation payable by the Operator is limited to the amount the customer has paid the Operator.

10: Complaints or claims

Any matter which might give rise to a problem, complaint or claim must be immediately be notified to Spitsbergen Travel staff onboard.

Further, any claim or complaint must be delivered in writing to Spitsbergen Travel:

a) Within 30 days of the matter arising. Failure to give notice in accordance with this requirement may mean the matter cannot be properly investigated or rectified, this may affect your rights.

b) Unless a longer period is provided for by force of law, any claims shall be time-barred if proceedings are not brought within two years of the end of the cruise.

Unless otherwise provided by force of law or in accordance with these terms and conditions the liabilities, obligations and responsibilities of Spitsbergen Travel shall be limited in accordance with the limits applicable to a carrier under the Athens Convention 1974 (Carriage of Passengers and Luggage by Sea)

If the customer feels that Spitsbergen Travel's reply is unsatisfactory, he/she has four weeks to take the matter up with "Reklamasjonsnemda for selskapsreiser" [consumer complaints board], Pb. 2924 Solli, N-0230 Oslo, Norway.

11: Insurance

The Operator has taken out liability insurance with Gjensidige AS. We have also lodged a bond with the District Governor of Svalbard for any costs associated with rescue operations. The customer must have ordinary travel insurance in order to take part in the trip, and this may be purchased at travel agencies or from insurance companies. Many people have an annual travel insurance policy which is either separate or forms part of broader insurance arrangements.

12: Jurisdiction and Legal Settlements

The terms and conditions of this contract are subject to Norwegian law, where the English and Norwegian version of this document differs, the Norwegian versions take precedence.

The buyer accepts Oslo City Court as legal venue. Any dispute between the buyer and the operator is to be settled by Norwegian Court.

13: Printing errors

No liability is accepted for printing errors in Spitsbergen Travel WEB-site and catalogue.