

## **General terms of purchase**

In connection with the booking of activities/accommodation via [www.visitsvalbard.com](http://www.visitsvalbard.com), the portal owned by Visit Svalbard AS, the individual organiser/operator (hereafter referred to as "the operator") shall be regarded as the provider of the service in its entirety. This means that all purchases via visitsvalbard.com shall be regarded as direct agreements between the customer/participant (hereafter referred to as "the customer") and the individual operator.

If the customer makes a booking on behalf of several participants, the customer in question is responsible for conveying the terms and conditions to the individual participants. The participants are all bound by the agreement the customer has entered into.

Visit Svalbard AS is not a party to either the actual booking, monetary transaction or delivery of the service, other than as a facilitator via the joint booking portal. All correspondence, such as confirmations, content, changes and any claims/complaints, must be resolved between the two contracting parties: the operator and the customer.

**NB! Separate rules apply for booking of accommodation.**

The general terms of sale are outlined below. Please note that special conditions may apply for some activities, longer trips and accommodation. See the list at the bottom of this document. This list, however, is indicative and not exhaustive. Each operator will provide an overview of their own terms of sale. If you require supplementary information, please contact the specific operator directly.

### **Registration**

You may register for activities by booking via [www.visitsvalbard.com](http://www.visitsvalbard.com), contacting the operator directly or at other sales outlet (hotel reception or travel agent, etc.).

### **Terms of payment**

For activities limited to one day, the full amount is payable at the time of booking.

### **Terms of cancellation**

Any cancellations must be made directly to the operator from whom the activity was purchased. Such cancellations must be in writing. Visit Svalbard AS cannot make cancellations under any circumstances.

The following cancellation fees apply:

- 22 days or more before the date of the activity: 2.5% of the amount paid
- 21 - 8 days before the date of the activity: 50% of the amount paid
- 7 days or less before the date of the activity: 100% of the amount paid

### **Responsibility**

The individual operator is, without any exceptions, responsible for delivery of the service in its entirety.

### **The customer's obligations**

The customer is obliged to familiarise himself/herself with the terms of sale for each activity, and to convey this information to other participants they have booked on behalf of. Furthermore, the customer and any other participants is obliged to follow any instructions given by the operator and/or its tour guides.

### **The customer's responsibilities**

The customer and the other participants are responsible for assessing their physical and/or mental shape in relation to the content of the tour, preferably before booking the activity. It is not permitted for participants to bring privately owned weapons or pyrotechnic devices on the tours under any circumstances.

The operator may not be held liable for any accidents and injuries that are beyond its control. The operator reserves the right to refuse participation in an activity in the event that the customer, and/or any other participants they have booked on behalf of, is regarded as a threat to their own safety or the safety of the other participants, or if the customer/participant behaves in such a way that he/she is a major nuisance to the other tour participants. If the tour is delayed, changed or cancelled due to one or more of the participants not following the operator's instructions, the participant(s) concerned may be held financially liable for any additional costs incurred.

### **Insurance**

The individual operator is insured for liability through its insurance company. The operators have also provided the necessary security to the Governor of Svalbard. This covers expenses in connection with any rescue operations, among other things.

The customer, and any other participants they have booked on behalf of, is recommended to take out travel insurance. Each customer/participant has a personal responsibility to ensure that such travel insurance has been taken out before participating in the activity.

### **Changes to the itinerary / Unforeseen circumstances**

The operator reserves the right to change departure times or cancel tours up until the scheduled starting time of the tour in the event of there being insufficient participants in relation to the minimum number specified in the brochure or the website. Likewise, the operator reserves the right to cancel tours up until the scheduled starting time due to weather and snow conditions, force majeure or other circumstances beyond the company's control, which prevent the activity from being implemented in a safe manner. In cases where it is necessary to make changes to the route/content of the activity due to unforeseen circumstances/weather conditions, this will not affect the price of the activity.

### **Disclaimer**

Visit Svalbard AS is not liable for any errors in or changes to the tour descriptions and prices on [www.visitsvalbard.com](http://www.visitsvalbard.com).

### **Special conditions may apply for the following:**

- Mine visits
- Snowmobile safaris
- Multi-day tours
- Cruises/boat trips
- Accommodation