

Booking and cancellation for B2B, groups (more than 3 rooms) and packages

Prior to booking we advise careful perusal of the following booking and payment conditions:

1. General Provisions

- 1.1. The Booking & Payment Conditions presented herein constitute an integral part of the Contract (Booking Confirmation).
- 1.2. Fredvang Utvikling AS, with its seat in Risalleen 15, 0374 Oslo, Norway, an enterprise registered in the economic activity register Brønnøysundregistrene, organization number 919 871 334 is the owner of Lydersen Rorbuer situated in Fredvang, Norway.
- 1.3. The notions employed in Booking & Payment Conditions are defined as follows:
 - 1.3.1. Booking & Payment Conditions – refer to the conditions applying to person's reserving accommodation at Lydersen Rorbuer
 - 1.3.2. Accommodation - rooms and other overnight staying facilities and all rental services at Lydersen Rorbuer
 - 1.3.3. The Accommodation Provider – Fredvang Utvikling AS
 - 1.3.4. The Customer – a person intending to sign or having already signed the contract for the provision of tourist services to their benefit or to the benefit of a third party, on the condition that the contract does not constitute a part of this person's commercial activity; a person who is the ultimate beneficiary of said contract, or the person to whom the rights included in the concluded contract have been transferred.
 - 1.3.5. Contract (Booking Confirmation) – the agreement on accommodation between Accommodation Provider and Customer
 - 1.3.6. Force majeure – an external circumstance, the occurrence of which has been impossible to foresee and forestall.
- 1.4. 1.4. The Accommodation Provider recommends that the participant/s take out an insurance against the costs of cancellation, an accident insurance and provide for medical coverage and damage of the rented equipment.

2. Entering the Contract/booking.

- 2.1. The parties concerned in the contract are:
 - 2.1.1. Lydersen Rorbuer AS – the Accommodation Provider
 - 2.1.2. The participant or the person who signed the contract to the benefit of a participant (the Customer)
- 2.2. On booking (signing the Contract (Booking Confirmation)) the customer submits the offer of entering the contract for the provision of tourist services.
- 2.3. Reservation should be booked on the organizer's official form.
- 2.4. The contract is deemed concluded when the Contract (Booking Confirmation) has been sent by e-mail, fax or letter and its acknowledgement confirmed by the Accommodation Provider or Booking Confirmation that has been sent from online booking system.
- 2.5. On entering the contract for the benefit of a third party the Customer should provide personal details of said person not less than 10 days prior to arrival, unless the Accommodation Provider is compelled to provide the personal details of the participants in order to book the services as provided for in the booking confirmation.
- 2.6. The customer is obliged to notify the Accommodation Provider immediately in case any alterations to the details provided have been made. The Accommodation Provider bears no responsibility for failure to fulfil the contract effected by the changes made outside his

knowledge.

3. Price conditions

- 3.1. Prices are expressed in the Norwegian crown.
- 3.2. The price entails accommodation and other services during the whole stay, as specified in the Booking Confirmation.
- 3.3. The price of accommodation does not entail insurance against the cost of cancellation, accident insurance and medical coverage and damage of the rented equipment.
- 3.4. The price includes Merverdiavgift – MVA tax (the Norwegian counterpart of VAT).
- 3.5. The price specified in the contract may be revised upward in the following circumstances:
 - 3.5.1. increase of the official fees, taxes, due fees
 - 3.5.2. upward fluctuations of the exchange rates.
- 3.6. The price specified in the contract cannot be increased later than 20 days prior to arrival. If the customer should pay any surcharges should the circumstances implied in the section 3.5 occur, the Accommodation Provider will provide the Customer with the calculation of the surcharge by means of a letter, fax or e-mail. The customer should notify the Accommodation Provider forthwith or no later than 3 days after receipt whether:
 - 3.7. the proposed changes in price have been accepted
 - 3.8. the contract is deemed cancelled and the Customer receives an immediate return of all payments made and is not obliged to pay the contractual penalty fee.
8. In the event of lack of response on the part of the Customer to the proposed changes in prices in the period specified, the revisions to the price conditions will be deemed acknowledged and accepted.

4. Payment conditions

- 4.1. The customer is obliged to make all payments to the Accommodation Provider's bank account provided in the Contract (Booking Confirmation)
- 4.2. The customer should pay the balance according to date of expiration on the invoice from the accommodation provider
- 4.3. Default or failure to comply with the above conditions is identical with cancellation (withdrawal from the contract) expressed by the Customer according to the cancellation conditions.

5. Cancellation of the accommodation.

- 5.1. The Accommodation Provider recommends that the customers take out an insurance against the costs of cancellation.
- 5.2. The Customer can withdraw from the contract at any time, and the cancellation requires a written statement to be submitted by letter, fax, or e-mail with clear reference to the reservation number.
- 5.3. The date on which the Accommodation Provider receive the written statement is the recognized date of the cancellation.
- 5.4. The Customer who, having made an advance or full payment withdraws from the contract, is obliged to pay the cancellation fee to the following amounts:
 - 5.4.1. 100 % of the accommodation price if the cancellation took place later than 21 days prior to arrival
 - 5.4.2. The customer has the right to withdraw from the contract if in the period of 14 days prior to arrival, at or near the destination events such as war, natural disasters, contagious diseases occur or are recorded, or any equally hazardous circumstances

arise or there is a reasonable and justified likelihood of their occurrence after the date of having entered the contract.

5.4.3. The Customer is not entitled to cancel their participation under the terms implied in section 5, if the contract had been signed despite their knowledge of the circumstances present at or near the destination, and the latter constitute the arguments on which the decision of cancellation is founded.

6. Changes of the major terms of the contract and cancellation by the Accommodation Provider

6.1. Alterations or supplements to services made by the Accommodation Provider with respect to the information in the Contract (Booking Confirmation) are admissible after the conclusion of the contract, under the condition that they are indispensable, negligible and that the original form of accommodation does not change.

6.2. If the Accommodation Provider must change essential terms and conditions of the contract before the arrival date, due to extraneous and independent circumstances, the Customer is notified. The customer should notify the Accommodation Provider forthwith, or no later than 3 days after receipt whether:

6.2.1. the proposed changes in the contract have been accepted or

6.2.2. the contract is deemed as cancelled and the Customer receives an immediate return of all payments made and is not obliged to pay the contractual penalty fee.

6.3. In the event of lack of response on the part of the Customer to the proposed changes in the period specified, the revisions of terms and conditions of the contract will be deemed acknowledged and accepted.

6.4. Should the client cancel accommodation in the case implied in section 6.2, there are, depending on the preference, two options available:

6.4.1. to receive an equivalent or higher standard substitution accommodation, or a lower standard substitute, in which case the Accommodation Provider refunds the balance of the cost,

6.4.2. to demand an immediate refund of all payments made.

6.5. If the substitute service has a higher standard, the Customer pays the balance of the cost.

6.6. In case there is no substitution available, the Customer may demand a remedial action due to failure to fulfil or inadequate fulfilment of the contract, unless the inability to provide satisfactory service was caused by:

6.6.1. action or nonfeasance on the part of the Customer

6.6.2. actions or nonfeasance of a third party or due to independent causes, which could not be foreseen by the Accommodation Provider, and which the Accommodation Provider nor any of the persons for which the Accommodation Provider is responsible could prevent nor mitigate their effects/undo their consequences.

6.6.3. force majeure

7. The Accommodation Provider liability

7.1. The Accommodation Provider is liable for failure to fulfil or inadequate fulfilment of the contract, unless the former and the latter are caused by events described in section 6.6

7.2. The Accommodation Provider does not assume any liability for the alterations in the accommodation implemented at the request of the Customer

7.3. The Accommodation Provider cannot be held responsible for any difficulties and impediments arising from any factors beyond the Accommodation Provider's control, such as for example weather conditions, frequency of use of the local means of transportation, political situation, temporary inconveniences with regard to accommodation in hotels,

apartments, or houses caused by temporary shortages of water or electricity, malfunctioning air-conditioning, repairs and maintenance of the facilities used or circumstances arising from the actions of the Customer.

- 7.4. All circumstances conducive to difficulties and inconveniences, the existence of which is known to the Customer before the departure cannot be regarded as a substance of any complaints nor form the foundation of any claims.

8. Liability of the Customer

- 8.1. The customer is obliged to observe laws and regulations binding at the location of stay.
- 8.2. The customer is obliged to observe international customs and foreign currency regulations, passport and document regulations and regulations regarding safety and order.
- 8.3. The Customer is responsible for any damage caused by him/her and is under obligation of defraying its costs from his/her own means.
- 8.4. The Accommodation Provider reserves the right to exclude immediately any person abusing alcohol, drugs or similar substances and/or whose behavior puts his/her safety or the safety of others at risk.

This contract comes into force from its signature and it will be renewed unless one of the part does not agree. This one must inform its decision by sending a letter, fax or e-mail two months before January the first.