

# General Conditions of Contract

These general conditions of contract (“agreement”) govern the contractual relationship between customers (“you”) who use our services to purchase hikes or tours (“tour”) through Explore Lysefjorden (“site”) and Explore Lysefjorden AS (Norwegian organisation number 923 815 279) in respect of guided tours organised by Explore Lysefjorden and performed by its guides.

You must read this agreement before booking a tour. This contract is concluded once Explore Lysefjorden has accepted a booking you have made in writing (e-mail or via the internet) or by telephone. By booking a tour, you warrant that you understand, agree to and accept all terms and conditions contained here.

You agree that Norwegian law applies to this agreement, as well as all to other legal concerns between you and Explore Lysefjorden.

In addition, our general terms of service (<https://lysefjorden.com/wp-content/uploads/2021/12/General-Conditions-of-Contract.pdf>) and privacy policy (<https://lysefjorden.com/wp-content/uploads/2021/12/Privacy-Policy.pdf>) apply. Explore Lysefjorden reserves the right to make changes to all conditions and to this agreement.

## 1. TERMS OF PAYMENT

Payment for guided tours organised by Explore Lysefjorden is due in advance. You can pay by credit card.

All prices are quoted included Norwegian VAT (MVA).

Online payments via the site may only be made at the time of booking.

## 2. TOURS

### 2.1 – alterations and cancellations by you

You are responsible for providing accurate, timely, and complete information in connection with booking any tour.

**Alteration** encompasses changes to dates, times, and numbers of participants on confirmed tours.

- Requests for alterations by you must be submitted by telephone or e-mail at least 12 hours before the tour starts.
- Adding extra participants to your booking will induce normal additional costs according to the prices stated on the site. This is free of extra service fees.
- Any unadvised reduction in number of participants or in the duration of the tour will not alter the already-calculated costs for the booked tour.
- During private tours, if you arrive late for your tour’s scheduled pick-up time, the duration of the tour will be reduced accordingly.

**Cancellation** encompasses termination of tour before it has started.

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- Cancellations by you must be made by telephone or e-mail at least 48 hours before the tour starts and must be acknowledged by Explore Lysefjorden. Failure to adhere to this time limit will result in a reduction of refund, up to and including no refund.
- If you are not present and ready to depart at your scheduled pick-up time and location (“no show”), Explore Lysefjorden’s guide must continue without you. In such cases, Explore Lysefjorden will make no refunds.

**Refunds** for cancelled booked tours will be made on the following basis:

- Cancellation received and acknowledged by Explore Lysefjorden.
- Earlier cancellation than 24 hours before the booked tour’s departure results in 100% refund of the tour. However, a cancellation fee of 200 NOK per booking applies, to cover administration and transaction costs.
- Cancellation charges of involved partner institutions (bus companies, hotels, restaurants etc.) will be charged according to their conditions.
- Refunds will be transferred using the same payment method as the original payment performed by You.

**Vouchers** can be acquired. If you cancel your participation on a booked tour that is ineligible for a full refund, your booking may be eligible to be converted into a monetary like-value voucher that you may use at a later date. Vouchers can be used for any of Explore Lysefjorden’s hiking tours, are fully transferable, and do not expire.

**Cancellation Protection** can only be purchased at the time of booking. If you purchase Cancellation Protection, alternative terms and conditions, alteration, cancellation, and refund conditions apply.

## 2.2 – alterations and cancellations by Explore Lysefjorden

**Alterations** to tours may be made in unforeseeable circumstances and cases of force majeure, such as – but not limited to – natural catastrophes, social unrest, strikes, the event of government action, road closures, accidents, technical defects, weather conditions, etc. Explore Lysefjorden will do all it can to offer alternative arrangements or another solution in such cases.

- After the tour has started – defined by you meeting the guide – any change and/or early turn around/return is considered an alteration, not a cancellation.
- Alterations in tour programmes – prior and/or during the Tour – by Explore Lysefjorden do not give you the right to cancel without penalty, or the right to claim full or partial refunds and/or compensation.

**Cancellations** may also be enacted by Explore Lysefjorden. Explore Lysefjorden is entitled to cancellation prior to the start of the tour in cases of unforeseeable circumstances and cases of force majeure, such as – but not limited to – natural catastrophes, unrest, strikes, the event of government action, road closures, accidents, technical defects, weather conditions where personal safety can no longer be accounted for, inefficient capacity utilisation, etc. In case of cancellations, Explore Lysefjorden will offer you the following alternatives:

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- A rescheduling / rebooking of the Tour – if possible
- A credit / voucher towards an alternative Tour (valid for hiking tours)
- A full refund of all costs paid, minus possible cancellation, booking and transaction fees from involved partner institutions (booking software provider, credit card / bank companies, bus companies, hotels, restaurants etc.) for services already booked and paid.

In times of international or national natural disasters, terror or war, which make it dangerous or impossible to travel to Norway and/or execute the tour safely, cancellations will not induce any refund.

If you show up for a tour without having with you the necessary equipment, clothes, and water/food, as stated in the product description and additional information on the site, the tour information sheet, and/or information sent to you by e-mail and/or SMS prior to the trip, Explore Lysefjorden has the full right to cancel your booking at the start of the tour and deny your participation. In such a case, you agree that no refund will be given by Explore Lysefjorden.

### 3. REQUIREMENTS FOR PARTICIPATION

#### Skills and Level of Physical Fitness

- Each tour offered by Explore Lysefjorden is labeled with a symbol that indicates the tour's level of hiking difficulty, as described in our hiking difficulty scale.
- It is important that you do not book tours that exceed your skill level or physical abilities.
- Based on the information presented on our website, it is your responsibility, prior to booking, to determine whether you are physically fit and skilled enough to safely complete the tour.
- During the tour, if our guide determines that you are neither skilled nor physically fit enough to safely complete the hike, our guide has the right and duty to turn you around at an early stage. In such a case, you will not be eligible for a refund.

#### Age and size

- Each tour offered by Explore Lysefjorden has minimum age and size requirements for participation, which are listed on the respective tours' online product description. It is your responsibility to make sure all participants in your party meet or exceed these requirements prior to booking.
- Norwegian traffic law requires that passengers under 36kg/79Lbs and/or 135cm/4ft.5in use child safety seats while being transported in land vehicles.
- Certain tours offered by Explore Lysefjorden are suited for children. These tours require that participants are at least 15kg/33Lbs. and 105cm/3ft.6in. For participants below 36kg/79Lbs. and/or 135cm/4ft.5in Explore Lysefjorden will, upon request, provide child safety seats for use during our tour. If any member of your group may require a child safety seat, you must communicate this to us no later than 24 hours before the start of our tour.
- If any member of your group fails to meet the tour's specific minimum age and size requirements, and/or you fail to communicate your need for child safety seat(s) in a timely manner, Explore Lysefjorden reserves the right to deny the

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participation of any person who does not meet these requirements. If this occurs, you will not receive a refund.

### **Preparations in advance**

- Upon receiving your booking, Explore Lysefjorden will send you an information sheet (PDF format) for each booked tour. The PDF document contains important information and instructions regarding the tour. To be eligible for participation on Explore Lysefjorden's tour(s), you are required to arrive prepared, as described in the tour's online product description, additional information, and the tour information sheet, and/or information sent to you by e-mail and/or SMS prior to the trip.
- If you show up for a tour without the aforementioned preparations, Explore Lysefjorden has the full right to cancel your booking at the start of the tour and deny your participation. In such a case, you agree that no refund will be given by Explore Lysefjorden.

### **Pick-up Location and meeting time**

- During the booking process, you can choose between a list of pick-up locations, each of which have corresponding pick-up times.
- One of Explore Lysefjorden's guides will pick you up at the time and pick-up location time you selected when booking. You must arrive at your chosen location at least 10 minutes before the pick-up time. If you are not present and ready for pick-up/meeting when the pick-up/meeting time has passed, our guide must continue without you. In such a case, you will not be eligible for a refund.
- In the event of last-minute changes, you must be reachable by phone at/before your scheduled pick-up time. Explore Lysefjorden will contact you on the phone number you entered during the booking process. This phone number will also be used by our guide if they cannot locate you for pick-up/meeting.
- If you don't remember your pick-up location and/or time, or would like to change it, please contact us. In such a case please note: All additional and/or updated information, including Airbnb addresses and requests for pick-up location and/or phone number changes, must be communicated to Explore Lysefjorden within the 'communication deadline', which is detailed in the PDF information sheet you are sent with your booking confirmation.

### **Pick-up at Airbnb locations**

- During the booking process, you may choose 'Airbnb' as your pick-up location. In this case, you must contact us with your desired pick-up address. Please note that all additional and/or updated information, including Airbnb addresses and requests for pick-up location and/or phone number changes, must be communicated to Explore Lysefjorden within the 'communication deadline', which is detailed in the PDF information sheet you are sent with your booking confirmation.
- Pick-up times at Airbnb locations are calculated after we receive the address from you. We will reply with a confirmation, including your updated pick-up time.
- Please note: AirBnB pick-ups are limited to Stavanger city centre.

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### **Dietary requirements**

- All our day-hike tours include a warm beverage and snack. Our standard snack is a bag of salted mixed nuts, and the beverage is black current juice.
- Certain tours offered by Explore Lysefjorden include meals. Our standard meals, which are based on supplying guests with the calories needed to maintain energy while hiking/trekking, may include meat, fish, dairy, and allergens (such as gluten, shellfish, nuts, and yeast).
- If you would like to join one of our tours that includes a meal(s), and have special dietary requirements, it is your responsibility to communicate this to us at least 72 hours before the start of the tour. Special dietary requirements include, but are not limited to, meals that are: vegetarian/vegan, gluten-free, dairy-free, or meals that must be free of allergens.
- Specialty foods are substantially more expensive in Norway. Therefore, to offset the increased costs related to supplying guests with food that is suitable for specific dietary restrictions, there is a per-person booking surcharge when requesting special food/meals. The amount of the surcharge is dependent on the tour booked.
- To add special food/meals to your booking, you must do the following:
- Select the 'Special Diets' add-on while booking + send information about dietary requirements to us
- Send us an e-mail requesting that we add special food/meals to your booking + information about dietary requirements.  
We will send you a payment link for confirmation.
- On rare occasion, because of logistical and/or sourcing limitations, it may not be possible for us to provide meals that meet your specific dietary requirements. If you have uncommon dietary restrictions (serious/deadly allergies to specific foods, for example), you must communicate this information to us, and get confirmation that we can fulfil your requirements, prior to booking our tour(s).

## **4. RISK AND LIABILITY**

You acknowledge that, while all travel involves an element of risk, tours offered by Explore Lysefjorden are adventurous in nature, involve a higher level of personal risk than most activities, and can be potentially hazardous.

- Risk is always a factor during outdoor tours and backcountry activities, especially when weather is unfavourable/unpredictable, or when unforeseen events or conditions create a hazardous situation. There is also an inherent risk involved in joining tours that require being exposed to other people. There are many risks, both natural and/or man-made, that could lead to injury or death, including, but not limited to, lightning, flooding, snow/ice, falling trees and/or rocks, landslides, exposure to allergens and/or illnesses, etc.
- Bookings confirmed by Explore Lysefjorden will be allocated suitably qualified guides to meet the client's requirements. Our guides will be carrying a first-aid kit, water and food supplies, and equipment for safety, emergency, navigation,

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and communication. On some tours, guides and/or other guests may be accompanied by their dog(s).

- Prior to joining Explore Lysefjorden's tours, it is your responsibility to familiarise yourself with the hiking/trekking skills necessary for joining our tours, as outlined in Explore Lysefjorden's Hiking Difficulty Scale. Furthermore, if you or anyone in your group have concerns related to medical conditions and/or allergies, it is your responsibility to communicate this to Explore Lysefjorden prior to joining our tours. During Explore Lysefjorden's tours, you must assume responsibility for your own actions, exercise sound judgment, and be prepared for all types of conditions.
- Prior to tour commencement, Explore Lysefjorden will ask you to sign a liability release. Signing of the liability release is obligatory.
- You hereby assume all such risks and you, your estate, your family, heirs and assigns hereby release Explore Lysefjorden and its guides from all claims and causes of action whatsoever arising from any injury, death, or other damages, both pecuniary and non-pecuniary, to you that may occur as a result of your participation in the tours offered by Explore Lysefjorden or as a result of the negligence of any party, including the guide or any employee, officer, agent, contractor or assign of Explore Lysefjorden, whether such negligence is passive or active.
- Under no circumstances will Explore Lysefjorden be liable to you for any indirect, incidental, consequential, special, or exemplary damages arising from any provision of this agreement or from the provision of any tours purchased from the site. Furthermore, the total liability of Explore Lysefjorden arising with respect to this agreement and the site shall in no event exceed the total amounts paid by you to Explore Lysefjorden under this agreement.

## 5. INSURANCE

You are strongly encouraged to obtain suitable medical insurance prior to booking a tour, as well as cancellation insurance.

- Cancellations due to guest illness are perceived a risk to be covered by the guest, or their travel insurance. Such cancellations do not induce a refund unless guests have purchased cancellation protection.
- You must carry proof of valid travel insurance, covering all registered participants of your booking and all activities and risks, as well as all geographic regions related to your tour with Explore Lysefjorden for the total duration of the tour. Explore Lysefjorden may ask to present such proof prior to and during the tour.

## 6. PRIVACY

### Information collection

We collect information from you when you contact us through our contact form, e-mail, phone, SMS, Facebook Messenger, Instagram, or any other way of communication. You may, however, visit our site anonymously. You may decline to share certain data with us, in which case we may not be able to provide to you all features and functionality of our Site, Tours and/or Customer Service.

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## Information use

In order to make a booking, we need personally identifiable information, like your name, email address, mobile phone number, and gender. To execute tours safely, we need relevant information about your health and hiking ability.

Any of the information we collect from you may further be used in one of the following ways:

- To operate our customer service (your information helps us to better respond to your questions and individual needs).
- To improve our website.
- To send periodic e-mails.
- If at any time you would like to unsubscribe from receiving future e-mails, we include detailed unsubscribe instructions at the bottom of each e-mail.
- To generate general tour and guest statistics, used to improve our services.
- Statistic results will always be made anonymous before published and/or shared.

## Sharing information

(A) Personally identifiable information:

We will not rent or sell your personally identifiable information to others. We may store personal information in locations outside the direct control of Explore Lysefjorden (for instance, on servers or databases co-located with hosting providers). Any personally identifiable information you elect to make publicly available on our site, such as posting comments or reviews, will be available to others. If you remove information that you have made public on our site, copies may remain viewable in cached and archived pages of our site, or if other users have copied or saved that information.

(B) Non-personally Identifiable Information:

We may share non-personally identifiable information (such as anonymous usage data, referring/exit pages and URLs, platform types, number of clicks, etc.) with third parties to help them understand the usage patterns for our website and services. Non-personally identifiable information may be stored indefinitely.

## Data protection

Explore Lysefjorden is concerned with protecting your privacy and data, but we cannot ensure or warrant the security of any information you transmit to Explore Lysefjorden or guarantee that your information may not be accessed, disclosed, altered, or destroyed by breach of any of our industry standard physical, technical, or managerial safeguards. When you enter sensitive information on our contact forms, we encrypt that information using secure socket layer technology (SSL). No method of transmission over the internet or method of electronic storage is 100% secure. Therefore, we cannot guarantee its absolute security. If you have any questions about security on our site, you can contact us at [post@lysefjorden.com](mailto:post@lysefjorden.com).

## Data access

We respect your privacy rights and provide you with reasonable access to the personally identifiable information that you may have provided through your use of our site. If you wish to access, update, correct or delete any data we keep

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about you, or to request that we delete any information about you, please contact us. At your request, we will have any reference to you deleted or blocked in our database.

### **Data storage**

We only retain the personally identifiable information collected from you for as long as we need it to fulfil the purposes for which we have initially collected it, unless otherwise required by law. We will retain and use information as necessary to comply with our legal obligations, resolve disputes, and enforce our agreements as follows:

- Billing information is retained for a period of 7 years.
- Information on legal transactions between you and Explore Lysefjorden is retained for a period of 10 years.
- Data collected by third parties except as described in above sections concerning your privacy, your information, whether public or private, will not be sold, exchanged, transferred, or given to any other company for any reason whatsoever, without your consent, other than for the express purpose of delivering the purchased product or service requested by the customer.
- Payments will be made through a secure environment. Explore Lysefjorden uses a third-party service to process your credit card information and does not store credit card details. Explore Lysefjorden uses a third-party service to process your tour booking.
- When third parties process your booking and credit card information, Explore Lysefjorden does not determine the means of collecting and use of any personally identifiable information. Therefore, when third parties process your booking and credit card information, Explore Lysefjorden is not acting in the capacity of data controller in terms of the European Union's Directive 95/46/EC on data privacy or the European Data Protection Regulation ("EU Law") and does not have the associated responsibilities under EU Law. In these cases, Explore Lysefjorden should be considered only as a processor on your behalf.
- Explore Lysefjorden does not own, control, or direct the use of any of your data stored or processed by third parties necessary to process your booking and credit card details. Explore Lysefjorden is largely unaware of what data is being stored or made available by a third party, and does not directly access such data, except as necessary to provide services to you.
- You hereby agree to hold Explore Lysefjorden harmless for any damages that may result should any personal information about you be released by any third parties. Explore Lysefjorden is not responsible for the way necessary third parties collect, handles, disclosures, distributes or otherwise processes such information.

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