

ARCTIC ELEMENTS TERMS OF AGREEMENTS - packages

Arctic Elements Terms and Conditions are in addition to the Himalaya Travel Agency Terms and Conditions (concerns clients who have entered into a travel contract for heli trip or ski by boat with CK Himalaya).

CANCELLATION PROTECTION AND TRAVEL INSURANCE

1. Cancellation protection and travel insurance cannot be provided by Arctic Elements. This insurance for clients is arranged via CK Himalaya.

PRICE, REGISTRATION FEE AND FINAL PAYMENT

2. Individual heliski packets are divided into a so-called semi-private packet: registration fee a 3-day program approx. 10,000 vertical meters = 5,000 SEK, a 4-day program approx. 20,000 vertical meters = 10,000 SEK, for a 7-day program approx. 30,000 vertical meters = 15 000 SEK. The registration fee is for one person and must be paid no later than 7 days before booking. The final payment is payable no later than 90 days before the event. Private packet deposit and ski by boat = 20% of the total price. Other terms on registration fee apply as in the semi - private packet.

This is the basic registration fee, CK Himalaya can increase the fee by payment of insurance and tickets, etc.

CANCELLATION FEE

- 3. The traveller is entitled to cancel the travel arrangement without cancellation protection for the following charges:
- -If the traveller cancels earlier than 90 days before the start of the travel arrangement: the full registration fee: 3-day program: 5 000 SEK, 4-day program: 10 000 SEK, 7-day program: 15 000 SEK and private packet + ski by boat 20% of the total price
- If the traveller cancels later than 90 days before the start of the travel arrangement: the full price of the package
- CK Himalaya may charge fees for actual real costs (paid tickets, insurance, etc.).

NON-PAYMENT

4. Arctic Elements AB is entitled to cancel the booking of a traveller who does not pay the registration fee in due time. Arctic Elements AB is entitled to cancel the contract if final payment is not made within the agreed time. The registration fee is nonrefundable in the event of cancellation.

REBOOKING OR AMENDMENT

5. Rebooking or amendment of the contract by the traveller is regarded as a cancellation and new booking. Arctic Elements AB charges an amendment fee of SEK 500 for administrative costs.

ACTIVITIES IN THE AREA

6. All activities while travelling to the destination and while staying at the destination take place at the traveller's own risk. This applies both to participation in activities/ arrangements organised by Arctic Elements AB and external organisers, and skiing within and outside boundaries of the ski area. The traveller is responsible for reading and accepting information supplied by Arctic Elements AB or other person engaged by Arctic Elements AB.

By registering with Arctic Elements, the guest acknowledges the risk associated with heliski in mountain areas and related to winter conditions. You must be aware that even highly professional mountain guides as well as pilots are not able to eliminate all the risks associated with this activity.

It is not possible to eliminate all the objective risks that may arise during heliski. Pilots and mountain leaders are only able to minimize risks.

- 7. Arctic Elements AB accepts no liability for arrangements conducted by external organisers unconnected to performance of the package.
- 8. All packages involving heliskiing are based on helicopter hours as specified in the booking confirmation. The vertical drop in metres published on Arctic Elements AB's website and in other marketing material is not guaranteed; it is merely an indication of what may reasonably be achieved under favourable conditions.
- 9. Arctic Elements AB does not guarantee that heliskiing can be performed to the extent stated in the booking confirmation. Heliskiing takes place only when the pilot and guide consider that it is possible given prevailing weather, snow conditions and other circumstances beyond the control of Arctic Elements AB that affect performance.
- 10. A price reduction is made if it is not possible to make use of pre-booked helicopter time. The price reduction is currently SEK 2,000 per person/helicopter hour of unused flying time. Helicopter time on which refunds are based is taken from the helicopter's flight recorder and is rounded up or down to six-minute intervals.
- 11. In the semi-private program, groups are divided into two by five participants, each with regard to the order in which the program is ordered, always with regard to possible differences and with regard to social aspects and capabilities, and the number of take-offs and heli-hours departed. Groups are divided into two, where the first group consists of five guests, or one to five in turn.

The next group is made up of six to ten serial numbers. The semi-private program is realized with the machine type AS 350 B2. For uneven groups we can offer seats in other terms, so we can assemble coherent groups.

If the group does not agree to move to another term, hence the effectiveness of the program, vacancies will then be allocated to the current number of participants. If the group cannot be gathered together and the participants do not agree to the allocation of the remaining seats, the deadline can be canceled as a last resort. If the package is cancelled by Arctic Elements AB, the traveller who booked the package will be contacted no later than 14 days before the start of the travel arrangement, and the traveller will be refunded the amount paid for the package with administration fee 30 Euro.

FORCE MAJEURE - UNCONTROLLABLE FACTS

12. Compensation and refunds will not be taken into account in case of force majeure or completely uncontrollable events - such as natural disasters, etc.

MISCELLANEOUS

- 13. Arctic Elements reserves the right to make any changes to the terms and conditions of the current season and to guests who have entered into a new contract.
- 14. The heliski organizer is Arctic Elements AB, as the entity providing travel guarantees as described in the laws of Sweden. CK Himalaya is an intermediary of heli services and supplies its clients with additional services (air tickets, insurance, reservations, etc.)