

ARCTIC ELEMENTS AB – GENERAL TERMS AND CONDITIONS



1. THE CONTRACT

1.1. Unless otherwise agreed, the contract is binding on the parties when Arctic Elements AB has given written confirmation of the traveller's order, and the traveller has paid the agreed registration fee within the agreed time as instructed by Arctic Elements AB. No cooling-off period applies to package holiday contracts.

1.2. The principal traveller is the person in whose name the contract has been concluded. The principal traveller is specified first in the travel documents or in some other clear manner. The principal traveller is liable for payment under the contract. Any changes or cancellation must be made by the principal traveller. An exception may be made if the principal traveller is seriously ill, and is unable to make the change or cancel the booking. The principal traveller is responsible for providing Arctic Elements AB with correct booking details for other travelers included in the contract. Any refund will be made to the principal traveller.

1.3. If the traveller is under the age of 18, and travels without a parent or guardian, this must be stated when the booking is made. Participation requires the signature of a parent or guardian, or that the parent or guardian also participates in the package. Information is provided when the booking is made.

1.4. Times of departure and return journey given in the booking confirmation are preliminary. Arctic Elements AB must specify the departure times applying to the package soonest and, if possible, no later than 20 days before departure.

1.5. Information about relevant travel arrangements, as well as passport and visa requirements, is available on our website: www.arcticelements.com.

1.6. The traveller is responsible for obtaining instructions concerning special requirements relating to their own medical condition. The traveller is also responsible for ascertaining the regulations applying at the destination and relating to their personal needs.

1.7. Connecting journeys or special arrangements are included in the package contract only if booked at the same time as the services included in the package, or if they have been sold in combination with other services for a total price.

1.8. Any wishes or specific services at the traveller's request are included in the contract only if this has been expressly confirmed in writing by Arctic Elements AB.

1.9. The traveller is responsible for checking the booking confirmation/travel documents as soon

as they are received, and that all details are correct, including checking that all names are spelt correctly and in accordance with passports. Any errors must be reported immediately. Arctic Elements AB reserves the right to charge a fee representing the actual cost of rectifying incorrect information, together with a reasonable fee for the additional work involved in making the correction. If an error is due to Arctic Elements AB or its agents, correction will be made without charge to the traveller.

1.10. The principal traveller must immediately notify Arctic Elements AB of any changes of address, e-mail address, telephone number or other particulars of importance for Arctic Elements AB's ability to contact the traveller.

1.11. If air tickets are included in the package, they must be used in the correct order. The traveller cannot therefore use only a return ticket when both departure and return have been booked, and must use all legs of an air journey. If the ticket is not used from its starting point, the remainder of the booking will be cancelled.

1.12. The general terms and conditions of each airline form part of the contract.

2. TRANSFER OF THE CONTRACT

2.1. The traveller may transfer the contract to someone who meets all conditions to participate in the package. One such condition may be that a carrier or other party engaged by Arctic Elements AB must approve a change of traveller. The traveller must notify Arctic Elements AB or the travel retailer of the transfer in reasonable time before departure. Notification given no later than seven days before departure is always deemed to be in reasonable time.

2.2. Arctic Elements AB may charge a reasonable fee for the transfer.

2.3. The transferor and transferee are jointly and severally liable as towards Arctic Elements AB or the travel retailer for the remaining amount payable for the package, and for the extra costs incurred as a result of the transfer.

3. PRICE, REGISTRATION FEE AND FINAL PAYMENT

3.1. The price of the package includes all services included in the contract, as well as compulsory supplements, taxes and charges. Additional costs may be payable if the traveller orders services supplementary to the package.

3.2. The traveller must pay a registration fee to Arctic Elements AB no later than 7 days after receipt of the booking confirmation.

3.3. The following registration fees are payable for *Heliski Sweden Semi-private* packages:

3 days: SEK 7,000 / EUR 700

4 days: SEK 12,000 / EUR 1,200

7 days: SEK 20,000 / EUR 2,000

3.4. The following registration fee is payable for: *Private Heliski Sweden, Ski by boat* and *Heliski Antarctica* packages:

Private Heliski Sweden and Ski by boat = 25% of the total price of the package.

Heliski Antarctica = 35% of the total price of the package.

3.5. The registration fee is payable per person.

3.6. The traveller must pay the full price of the package to Arctic Elements AB (final payment) no later than 90 days before the starting date of the package.

4. NON-PAYMENT

4.1. Arctic Elements AB is entitled to cancel the booking of a traveller who does not pay the registration fee in due time.

4.2. Arctic Elements AB is entitled to cancel the contract if final payment is not made within the agreed time. The registration fee is non-refundable in the event of cancellation.

5. CANCELLATION PROTECTION AND TRAVEL INSURANCE

Cancellation protection and travel insurance are not included in the package. On request, and for a surcharge, Arctic Elements AB can arrange purchase of cancellation protection and travel insurance via a partner.

6. CANCELLATION WITHOUT CANCELLATION PROTECTION

6.1. The traveller is entitled to cancel the travel arrangement without cancellation protection for the following charges:

6.2. If the traveller cancels earlier than 90 days before the start of the travel arrangement: the full registration fee.

6.3. If the traveller cancels later than 90 days before the start of the travel arrangement: the full price of the package.

6.4. The traveller must cancel immediately an obstacle to a package occurs, whether or not cancellation insurance has been taken out. Cancellation should preferably be made during office hours to Arctic Elements AB on tel: 070-341 50 35 or to info@arcticelements.com. The traveller is responsible for ensuring that Arctic Elements AB has received and confirmed the cancellation before departure. Cancellation that reaches Arctic Elements AB after the package has started is not accepted.

7. REBOOKING OR AMENDMENT

7.1. 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.

7.2. Arctic Elements AB is entitled to make amendments to the contract not affecting the price if the traveller is informed of the amendment in a clear and understandable way. If the amendment is insignificant, the traveller is not entitled to a price reduction or damages.

7.3. Arctic Elements AB reserves the right to amend the terms and conditions during the season for travelers who enter into new contracts.

7.4. 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.

8. PERFORMANCE OF THE PACKAGE

8.1. If a travel service is not performed in accordance with the contract, Arctic Elements AB must remedy the deficiency within a reasonable time. However, Arctic Elements AB is not obliged to remedy the deficiency if there is an insurmountable obstacle, or if remedy would involve disproportionate costs in relation to the extent of the deficiency and the value of the travel services involved. If Arctic Elements AB does not remedy the deficiency, the traveller may be entitled to a price reduction and damages.

8.2. The traveller is not entitled to a price reduction for a deficiency in the package if the deficiency is due to the traveller.

8.3. The traveller is not entitled to damages due to a deficiency in the package if the deficiency is due to the traveller or to someone unconnected to performance of the package, and the deficiency could not be foreseen or avoided. Nor is the traveller entitled to compensation if the deficiency is due to unavoidable and extraordinary circumstances. The traveller is under a duty to mitigate the harm as far as possible.

8.4. Unless otherwise provided by the Package Holidays Act or other mandatory legislation, Arctic Elements AB's liability to damages is limited to three times the price of the package.

8.5. Arctic Elements AB and the traveller are entitled to terminate the contract and cancel the package if performance of the package or transport of passengers to the destination is materially affected by unavoidable and extraordinary circumstances, such as war, terrorism, natural disasters and outbreaks of serious illness.

8.6. As of 14 days before departure a valid dissuasion from the Ministry of Foreign Affairs is grounds for termination if the dissuasion covers the time of travelers journey. A valid dissuasion from the Ministry of Foreign Affairs shall also be considered a basis for termination if it is otherwise clear that the circumstances on which the dissuasion is based effect or will effect the destination at the time of the travelers journey. In that case the traveller is entitled to terminate the contract without paying a fee. If Arctic Elements terminates the contract under this clause, the traveller is not entitled to damages. In such cases the traveller is entitled to a full refund of the amount paid for the package.

8.7. The traveller does not have the right to terminate the agreement if the unavoidable and extraordinary events where generally known at the time the agreement was entered into.

9. HELI-SKIING

9.1. All packages involving heli-skiing 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 favorable conditions.

9.2. Arctic Elements AB does not guarantee that heli-skiing 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.

9.3. 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.

9.4. Arctic Elements AB can arrange alternative activities with external organizers if the booked heli-skiing cannot be carried out. Those activi-

ties are not included in the package. Extra costs are charged when external activities are booked.

10. COMPLAINTS

10.1. The traveller may only complain of deficiencies in the agreed services if they notify Arctic Elements AB or the retailer of the deficiency within a reasonable time from the point at which the traveller noticed or ought to have noticed the deficiency. This must be done soonest, and, if possible, at the destination. In determining any price reduction or compensation for loss, injury or damage, account is taken of the time at which the traveller gave notification of the deficiency, if such notification would have enabled Arctic Elements AB to remedy the deficiency.

10.2. Notwithstanding clause 10.1, the traveller may complaint of a deficiency if Arctic Elements AB or the retailer has acted with gross negligence, dishonorably or contrary to good faith.

10.3. If the package has been sold via a retailer, the traveller may turn to the retailer to complain and to leave other messages concerning performance of the package.

11. THE TRAVELLER'S RESPONSIBILITIES

Arctic Element's instructions

11.1. The traveller must comply with the instructions for performance of the package given by a guide or other person engaged by Arctic Elements AB. The traveller must respect the rules of conduct applying to the package and at the destination, and behave so that fellow travelers and others are not disturbed. If the traveller materially breaches this obligation, Arctic Elements AB may cancel the contract without the traveller being entitled to compensation or a refund.

The traveller's liability for harm

11.2. The traveller is liable for any damages payable due to harm caused to Arctic Elements AB by the traveller's negligence.

The traveller's responsibility for formalities

11.3. Travelers are responsible for complying with necessary formalities for performance of the package, such as possession of a valid passport, visa and insurance.

11.4. The traveller must complete check-in procedures for all transport services included in the package in accordance with the itinerary or other instructions issued by Arctic Elements AB or the carrier.

11.5. The traveller is liable for all costs arising due to deficiencies in the above-mentioned formalities, such as transport home due to lack of passport, unless the deficiencies have been caused by incorrect information supplied by Arctic Elements AB or a retailer.

11.6. The traveller is responsible for reading information supplied by Arctic Elements AB or other person engaged by Arctic Elements AB.

Leaving the arrangement

11.7. A traveller who leaves the arrangement after the package has started must notify Arctic Elements AB or its representative of this.

Travel at own risk

11.8. All activities while traveling 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 organized by Arctic Elements AB and external organizers, and skiing within and outside boundaries of the ski area.

External organizers

11.9. Arctic Elements AB accepts no liability for arrangements conducted by external organizers unconnected to performance of the package.

12. ASSISTANCE

If the traveller experiences difficulties during the travel arrangement, Arctic Elements AB must provide appropriate assistance without undue delay. Help of this kind may consist of informa-

tion about health and medical services, local authorities and consular assistance. Arctic Elements AB is entitled to make a reasonable charge for help if the situation has been caused deliberately or negligently by the traveller.

13. DISPUTES

The parties should try to resolve disputes concerning the interpretation or operation of the contract between themselves. If the parties are unable to agree, the dispute may be referred to the National Board for Consumer Disputes (Allmänna reklamationsnämnden) (ARN), PO Box 174, SE-101 23 Stockholm, www.arn.se, or by a court of general jurisdiction. Disputes can also be tried via the EU Commission online platform: <http://ec.europa.eu/odr>.

14. TRAVEL GUARANTEE

The organizer under the Travel Guarantee Act is Arctic Elements AB, which has also lodged security with the Swedish Legal, Financial and Administrative Services Agency (Kammarkollegiet).

15. MISCELLANEOUS

15.1. Arctic Elements AB is not responsible for the accuracy of information provided by websites other than Arctic Elements AB's own site. This includes sites pages linked from Arctic Elements AB's website.

15.2. Arctic Elements AB accepts no liability for any printing errors on fact sheets or typographical errors on its website www.arcticelements.com.

15.3. Arctic Elements AB recommends that the traveller have satisfactory health and accident insurance, with evacuation cover, for the duration of travel. The traveller is responsible for ensuring that the travel insurance is valid for the activities the traveller intends to carry out on the package trip that may require additional insurance cover (off-piste skiing (with or without a guide), heli-skiing, etc.). The traveller can take out insurance when booking, and may need to specify their date of birth.

15.4. Most of Arctic Elements AB's trips involve a certain degree of hardship and unexpected occurrences. Some of them also require that participants have a certain level of fitness. It is up to the traveller to choose a package whose degree of difficulty is such that they are sure that they can participate in all parts of the package. Participants take part at their own risk.