Terms and conditions as per 7. February 2013

We both recommend and expect that you read our terms and conditions. Then you know what you can expect before, during and after your tour.

### Payment cards and fees

If you wish to pay with debit or credit card we impose a surcharge of up to 3,75% of the amount to be paid. This surcharge is imposed on us by credit card companies.

Invoice fee – included in package tours Greenland Travel charges an invoice fee of DKK 95 for all individual customised tours. For all package tours the invoice fee is already included.

# Handling fee – book online and save handling fee

If you book your package tour online through "book online" you save the handling fee. If you wish to book per phone or at our office a handling fee of 200 DKK is added to the tour price.

At Greenland Travel we assume that you, the customer, have familiarised yourself with the applicable terms and conditions of travel and with the basis of the agreement that exists between you, as the customer, and us, as the travel agent. It is to the mutual benefit of both parties that we agree on the basic terms and conditions.

Since 1 October 1993 all travel arrangements sold in Denmark have been subject to Danish legislation on package tours, "Lov om pakkerejser", in order to provide you, as the customer, with the best possible protection of your consumer rights. In other words, when you purchase a holiday at Greenland Travel in Denmark, we are subject to certain provisions.

Please note that package tours purchased at our offices in Greenland are not subject to the same legislation (Lov om pakkerejser / Law about package tours).

The basis of the agreement between you, as the customer, and us, as the operator, at Greenland Travel consists of the the order confirmation, invoice, voucher, and travel information, as well as the general terms and conditions.

#### General terms and conditions

Greenland Travel is a member of the Association of Danish Travel Agents and Tour Operators (Member no. 351). Tours with Greenland Travel are subject to the conditions regarding participation in package tours adopted by the Association of Danish Travel Agents and Tour Operators and the Danish Consumer Council, along with the terms and conditions outlined below.

#### **Booking**

You can book a tour by telephone, by letter, via our website, by email or in person by visiting our office. Please remember to state the name and number of the tour, travel dates, number of participants and the names of these participants. Greenland



Travel will then send you an invoice as confirmation of your booking. The booking is not valid, however, until we have received your deposit. If the forwarded invoice and the registered names are not identical with your booking, please inform us immediately, since carriers require that there is complete agreement between the names on the tickets and the names on valid photo identification.

As customer, it is your responsibility to ensure that there is full agreement between the name stated and the name which appears on the forwarded confirmation.

In the event that any changes to or of the name require new travel documents or amendments on the part of the airline company, Greenland Travel will charge a fee of DKK 300, in addition to the costs incurred in making any changes on the part of the airline company. Please note that the airline company may regard a particular amendment to be of such material extent that it constitutes a new reservation and thus a new booking.

# Deposit and remainder of the balance when purchasing package tours

Booking is valid and binding for both parties once a deposit has been paid. Payment of the outstanding amount is due no later than 11 weeks prior to departure, and tickets, etc., will be forwarded approximately 4 weeks prior to departure. If the booking is made less than 11 weeks prior to departure, the full cost of the tour

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will fall due immediately.

You can either pay online, via bank transfer, via credit card or directly at our office. Please remember to state your name and invoice number. It is your responsibility to ensure that there is complete agreement between the invoiced amount and the amount paid.

#### Price changes after booking

At Greenland Travel we reserve the right to increase prices after booking due to changes in purchase conditions, transport costs (including fuel costs, taxes, duties or charges such as airport, landing or take-off fees), exchange rates or other circumstances which we, as tour operator, are unable to take into consideration in advance.

We exercise this right only in exceptional circumstances, but the highly fluctuating nature of, and occasionally dramatic increase in, oil prices has resulted in the imposition of a fuel surcharge on a number of occasions during recent years owing to the fact that carriers have imposed such surcharges on us as tour operators.

#### Policy on fees and charges

Greenland Travel charges an invoice fee of DKK 95, which is included in the price of our package tours.

On individually customised tours the invoice fee in not included and therefore added to the total amount. When payment is made by foreign credit/debit card, we impose a surcharge of up to 3.75 % of the amount to be paid, since this charge is imposed on us by the credit card companies.

### Sickness cancellation insurance

We recommend that you take out insurance against cancellation due to illness when booking your tour.

In fact, this insurance can only be taken out when the booking is made and must be paid along with the deposit.

If you have purchased sickness cancellation insurance when booking your tour, you will be entitled to cancel your tour prior to departure due to sickness (you need documentation) and thereby obtain a full refund of the cost of the tour less the cost of the insurance premium.

Sickness cancellation insurance does not entitle you to cover after departure.

In order to receive a refund, a medical certificate must be provided which proves that you or your spouse/partner, your children, children-in-law, grandchildren, siblings, parents, grandparents and parents-in-law, your brother/sister-in-law or your travelling companions are suffering from acute illness, or have been subject to an accident or death which mean that you are unable, or are able only with considerable difficulty, to travel. Acute illness which is covered by the insurance policy is understood

to be a newly occurring illness, substantiated suspicion of a newly occurring serious condition or an unexpected worsening of an existing or chronic condition. The medical certificate must be received by Greenland Travel no later than 1 month after cancellation.

Sickness cancellation insurance costs 6 % of the cost of the tour.

Please note that cancellation insurance may already be included in annual travel insurance policies, the terms of your credit card, etc., and we recommend that you check such policies prior to taking out sickness cancellation insurance.

### If you wish to cancel, amend or transfer

If a participant on the tour wishes to cancel or amend the tour or transfer his/her tour to another party, the following charges will apply per person.

- More than 11 weeks prior to departure a charge of DKK 2,500 must be paid per person
- Between 11 weeks and 3 weeks prior to departure the charge is 50 % of the price of the tour per person
- Between 3 weeks and 2 weeks prior to departure the charge is 75 % of the price of the tour per person
- Less than 2 weeks prior to departure the full price of the tour will be forfeited.

If you wish to transfer the tour to another party who fulfils all the conditions for participation in the tour, you will pay in accordance with the above conditions, in addition to any amendment fees charged by the airline company,

Please note that if you amend or transfer the pack-age tour to another person, this will be regarded as a cancellation and new registration.

for example.

Finally, we must emphasise that such a transfer presupposes that the hotel or airline company regulations do not preclude such a transfer, in addition to which it is very important that Greenland Travel is informed of any transfer as soon as possible.

# If Greenland Travel or another supplier changes or cancels a tour

Generally speaking, Greenland Travel can only cancel a tour in the event of force majeure resulting from a third party, external circumstances, war, strike, riots, natural disasters, etc. In such an event, you will be entitled to receive the amount already paid for the tour without payment of further compensation.

In the event that a particular number of participants are required to participate on the tour, Greenland Travelr eserves the right to cancel the tour up to 20 days prior to departure. If this occurs, we will offer an alternative tour. If this is not possible, we will cancel and refund the tour. No further claims for compensation can be made.

At Greenland Travel we reserve the right to change the scheduled hotel, hostel or over-night accommodation to other overnight accommodation of similar or higher standard. We also reserve the right to change scheduled local helicopter transport to transport by boat or vice versa should this prove necessary.

## Flight times in itineraries and on tickets

The times stated on tickets and in the itinerary are all local times. Therefore al-ways check departure times in the documents you receive from us. Should changes to departure times occur prior to the start of the tour, we will do our utmost to notify you of the fact.

#### **Delays**

Please note the scheduled execution of tours, in particular flights to/from and within Greenland, and may occasionally be liable to delays or rerouting due to the Arctic weather conditions in the region. We therefore recommend that you state your mobile phone number when booking tours and flight tickets such that we/the Airline Company can easily get in touch with you in the event of delays or changes to your travel itinerary.

In the event of rerouting of the tour or delays, overnight accommodation within the dates of travel is included in the price. Costs that are incurred due to an extension of the tour are generally incumbent on the participant. In such circumstances, Greenland Travel are not liable for expenses



resulting from changes of travel plans, lost earnings, etc.

### Supplementary events and excursions

The execution of all excursions and other supplementary events is dependent on the weather, and we draw your attention to the fact that cancellations may occur due to the weather or technical problems with ships and helicopters.

We always do our utmost to ensure that scheduled excursions can take place at a later date during the course of the tour. In the event that this is not possible, the amount paid for the excursion that is unable to be held will be refunded after you have returned home.

#### Liability

Greenland Travels liability is limited to the amounts to which our subsuppliers are liable pursuant to international legislation, e.g. the Montreal Convention/legislation for air travel and the Athens Convention/legislation concerning maritime traffic.

As a member of the Association of Danish Travel Agents and Tour Operators, Greenland Travel have adopted its agreement with European Travel insurance Company (Europæiske Rejseforsikring A/S) concerning extended liability insurance (member A0053b).

#### Airline company liability

The airline companies we use do not assume any liability for events that occur when passengers are

not on board the aircraft of the airline company concerned. With respect to liability for checked baggage, please refer to the airline company in question's own

Greenland Travel uses several different airline companies in the provision of our products. We thus refer to the respective airline companies' own terms and conditions.

#### Complaints and claims

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If you have any complaints about anything during the tour, please contact Greenland Travel's tour guide or our local representative so that he or she has a chance to address any problems concerned.

Failing to do so might make your complaint invalid afterwards.

If you wish to make a complaint after your return home about something we have not been able to rectify during the tour, please contact our main office in Copenhagen as soon as possible and no later than 2 weeks after your return home.

#### Other terms and conditions

We have done our utmost to avoid misprints and typographical errors in our advertisements and on our websites, but mistakes do occasionally occur.

Errors and omissions are therefore expected in these media. Any claims against Greenland Travel shall be determined by Danish law. Claims or actions that cannot be determined by the Travel Industry Complaint Board shall be determined by the

Maritime and Commercial Court.

### The Danish Travel Guarantee Fund

Greenland Travel are member of the Association of Danish Travel Agents and Tour Operators and the Danish Travel Guarantee Fund (member no.: 351).

Contributions to the Danish Travel Guarantee Fund are included in all prices of our package tours.

# Reservations to prices and departure times

Please note that prices and departure times may be subject to changes if airline companies and suppliers make changes. Prices on our website should always be updated however times might change – you will be informed in your travel documents, itinerary and/or invoice – therefore always check the documents.

Printed material is always subject to changes.

## Special conditions concerning travel by ship and cruise ship

We make certain reservations with respect to the scheduled products that involve travel by ship. Wind, weather and ice conditions can result in it being impossible to call at certain towns and settlements, in addition to which weather conditions and/or ice can make it impossible to complete the full sailing schedule, which may mean that one or more ports of call may have to be cancelled and that the sailing schedule may therefore have to be curtailed.

Greenland Travel cannot assume any liability for the above, nor may



compensation be claimed for failure to call at particular ports. Failure to call at port or rerouted navigation routes as a result of wind, weather or ice conditions and strikes are not regarded as representing a breach of the agreement.

If you purchase a flight ticket only, there are exceptions to the above conditions that only apply to the purchase of package tours.

Please note that when purchasing flight tickets the names on the tickets and on valid photo identification must be identical. As soon as you have received your confirmation, please check that all information is correct. In the event of any discrepancies, please contact Greenland Travel immediately.

In the event that any changes to or of the name require new travel documents or amendments on the part of the airline company, Greenland Travel will charge a fee of DKK 300, in addition to the costs incurred in making changes on the part of the airline company.

Please note that the airline company may regard a particular amendment to be of such material extent that it constitutes a new reservation and thus a new booking.

Greenland Travel use several different airline companies in the provision of our products. We thus refer to the respective airline companies' individual terms and conditions.

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# VISA/PASSPORT and ID/Entry to the USA

The traveller shall ensure that he or she is in possession of a valid passport and visa, if required.

For tours outside Europe, a passport shall ordinarily be valid for at least 6 months following your return home.

When travelling to the USA, advance registration must take place at <u>esta.cbp.dhs.gov</u>

Greenland Travel do not accept any liability for missing valid passports, required visas or entry permits to the USA.

### **Greenland Travel Copenhagen**

Wilders Plads 13A, 1 DK - 1403 Copenhagen K

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greenland-travel.com info@greenland-travel.dk

#### **Opening hours**

Monday - Thursday 8.30 - 16.30, Friday 8.30 - 16.00

CVR.no 32150756

Member of Danish Travel Guarantee no. 351

IATA Agent no. 17 200 606 Member of the Danish Travel

Association 18/03/13/lge