

## **TERMS AND CONDITIONS**

English: Lapoint Travels offer products to clients all around the world. Our terms and conditions are written in English. If you have any problem understanding the content in this document, please contact us by phone: 00 47 48 22 68 39 or e-mail: info@lapointcamps.com

Norsk: Lapoint Travels tilbyr sine produkter til kunder over hele verden. Våre vilkår for bestilling av produkter er derfor skrevet på engelsk. Dersom du har problemer med å forstå hele eller deler av dette dokumentet ber vi deg ta kontakt med oss på telefon: 00 47 48 22 68 39 eller e-post: post@lapoint.no

Svensk: Lapoint Travels erbjuder sina produkter till kunder över hela världen. Våra villkor för beställning av produkter är därför på engelska. Om du har några problem med att förstå hela eller delar av detta dokument ber vi dig kontakta oss på telefon 00 47 48 22 68 39 eller e-post: post@lapoint.se

Lapoint is a Norwegian registered company, and has therefore based these terms and conditions on the general conditions for package tours set down by the Norwegian Travel Association; Reisebransjeforeningen (DNR), and the Consumer Board; Forbrukerombudet (FO). The terms and conditions have further been developed accordingly to the Norwegian Package Tours Act of 25.08.1995.

### **1. THE AGREEMENT**

When a booking has been committed and confirmed by Lapoint, an agreement between the person who made the booking and Lapoint has been made. The person doing the booking is accepting the responsibility in a booking agreement for themselves, as well as prospective others that the person has booked accordingly. By booking on the behalf of others, it becomes the same person's responsibility to make the others aware, as well as get their acceptance of the terms and conditions.

By engaging the booking agreement, the customer also becomes obligated to pay the following invoice(s) / credit card payment by the given amount of 20% or 100%, depending on the booking date, by the set date.

Unless the customer can document that the payment of the deposit has been withdrawn by the set date, the provider is not bonded by the agreement unless the payment has been registered on the organiser or provider's account by the following day.

### **2. THE CONTAINS OF THE AGREEMENT**

The agreement encloses the package tour as it is set out in the booking and confirmation, proof of travel or similar documents, as well as other additional services that are included in

the package tour as set out by the agreement between the parties. The agreement also includes the organiser's prospective conditions.

The information that the organiser has given through catalogues, brochures or similar, is part of the agreement unless they can be regarded as meaningless for the customer's purchase of the package tour.

The information will not be reckoned as a part of the agreement if they have been modified considerably before the agreement was engaged. The organiser shall make the reader aware that the information can be modified before the agreement is engaged in the information material.

Connection travel will only be included in the package, if the connection travel is promoted as an integrated part of the package tour or that it in an evident way has been included in the agreement by the customer. The agreement will also include additional services to the package tour that the parties have agreed upon. Different offers that the customer may chose to make use of throughout the stay, that has not been described as included in package tour, or in its price, is not regarded as a part of the package tour.

### **3. PRICE AND TERMS OF PAYMENT**

#### **3.1. Price**

The quoted price for the travel shall include all taxes, charges and fees Norwegian and/or foreign authorities may charge for the services provided. Furthermore, the price shall include prospective supplements for the individual wishes the customer may have related to their order, or other services the organiser have agreed to include in the package tour. Costs or discounts linked to the additional services or specifications shall be clearly stated in the price schedule.

The price of a prospective cancellation fee and/or travel insurance will be in addition to the price of the package tour, and is not enclosed by the determinations under this heading. The same abides for any approved travel that is not part of the package tour.

#### **3.2. Terms of payment**

The different ways of payment is specified under section 3.2.1 and 3.2.2.

The billing procedures of Lapoint involve transmission of one invoice, with two different payment dates; one for the deposit of 20%, and the other payment date is for the remaining 80% of the booking value. The remaining 80 % of the value is set to be paid within 60 days of the arrival date.

If the trip is purchased less than 60 days prior to arrival, a full payment will be requested upon booking time. A credit card payment will be the mandatory way of paying the deposit of

the invoice, in the time of the booking. The booking is a preliminary reservation until first payment is received, and can be a subject of cancellation.

If the payment is delayed, a reminder with additional fee and new date of payment will be issued. By furthermore delays of payment, the case will be transmitted to a debt collector. Be aware that the booking is an obligating agreement of purchase, and that you as a customer is obliged to pay unless you commence a written cancellation in accordance of the terms within section 4.

### 3.2.1. Payment of Deposit

By paying a deposit when booking, it applies the rest of the amount to be paid at the latest 60 -days prior of the departure date. Be aware that this way of payment does not relieve the customer of the obligation to pay the rest of the amount for the booking to go through. One invoice will be issued: The first part due is 20% of the total amount, with payment date set to time of booking.

The second part of the invoice will enclose 80% of the total amount, with the payment date set to 60 days prior to the departure date. When less than 60 days prior to arrival, only payment by credit card is offered, by accessing your personal payment page through this link, using the information in the top left corner on the invoice sent on booking day:

<http://startup231.customers8.travelize.se/viewbook.asp?sitelanguageversion=UK>

### 3.2.2. Direct payment of the full amount

The full amount of the purchase will be invoiced/set to be paid by credit card when arrival date is 60 days or less from the booking date. If the terms of payment listed above are not withheld, Lapoint Travels have the right to regard the booking as annulled, and can prospectively sell the booking to someone else.

### 3.2.3. Invoice per mail

With this I agree that the invoice will be dispatched by email. I confirm that it is my responsibility that my e-mail account is set so that email from [post@lapoint.se](mailto:post@lapoint.se) and [reminder@lapointcamps.com](mailto:reminder@lapointcamps.com) do not end up in the junk mail or marked as spam.

### 3.2.4. Open purchase policy

Lapoint offers a 14 day full refund policy on this purchase when purchased more than 21 days prior to arrival date of the trip, and a 3 day full refund policy when purchased 21 or less days to arrival date of the trip. You will get the full amount refunded if you wish to use this open purchase policy. The policy is only valid by sending us a written cancellation with the order number included within the time limit stated above. Send this to [info@lapointcamps.com](mailto:info@lapointcamps.com) and we will refund you the purchase within 2 weeks from the cancellation date.

#### **4. THE CUSTOMER'S RIGHT TO REFUND, CANCEL OR CHANGE**

Lapoint offers a 14-day return policy on this purchase and you will get the entire amount refunded if you do not want to keep your order. This is valid until 21 days prior to arrival date. When 21 or less than 21 days prior to arrival, the customer has a 3-day return policy right, with no extra cost. Send us a written cancellation with the order number and your account number included, and we will refund the amount within 2 weeks from the cancellation date. Payment will always be required upon booking time.

All cancellations and refund demands must be sent in written form, either by mail to the address listed at the bottom of these terms and conditions, or by e-mail to [post@lapoint.no](mailto:post@lapoint.no) or [post@lapoint.se](mailto:post@lapoint.se) or [info@lapointcamps.com](mailto:info@lapointcamps.com)

After the 14 day (3 day when 21 or less days to arrival) has passed, the customer can cancel with the cancellation fees stated in 4.3.

##### 4.1. Wind, wave, snow and weather conditions

Lapoint Travels are not responsible for wind, wave, snow and weather conditions during your stay, and will have the right to cancel surf/snow/skiing lessons, guided tours up the mountain, if wind, surf, snow and weather conditions make it impossible or unsafe to run lessons as planned. Instructors and guides working for Lapoint Travels will have the full right to take decisions about whether the conditions are appropriate or not for lessons, and will also do their best to give the missing lesson(s) back at another time during your stay. Clients cannot claim a refund because of snow and weather conditions.

##### 4.2. Cancellation by force majeure

The customer has the right to cancel the package tour, and get the already paid amounts refunded if the travel destination or the immediate proximity of it, has been exposed to acts of war, natural disasters, contagious diseases or other occasions with the equality of the already mentioned occasions, as well as it is reasonably to believe that the circumstances will be applicable when the package tour is set to commence. The right of cancellation should also be applicable if the circumstances change during the period of travel or the tour, and involves a real risk to the customer. The right of cancellation is only valid if the camp has to close due to the circumstances.

The right of cancellation is not valid if the customer knew, or should have known the circumstances when he/she engaged in the agreement of purchase of the package tour. The cancellation by force majeure is not valid if the camp does not have to close due to the force majeure, e.g. if there is a volcano eruption causing a cloud of ashes that will lead to flight cancellations. Lapoint does not offer or sell flights, and is therefore not obliged to refund their packages if there is a flight cancellation that leads to the customer being hindered from arriving in time.

#### 4.3. Cancellation with amends

The date of which Lapoint Travels receive the cancellation will be crucial for the amount of the amends refunded / the customer's payment responsibilities. Cancellation in days before departure: Percentage of total amends refunded:

**From 91 days or more to arrival; 80 % (you will be charged 20 % of the total amount)**

**61-90 days to arrival; 70% (you will be charged 30 % of the total amount)**

**31-60 days to arrival: 50% (you will be charged 50 % of the total amount)**

**Under 30 days to arrival: 0% (you will be charged 100 % of the total amount)**

There will be no refund if the customer chooses to cancel a package tour after it has commenced, unless the cancellation is in accordance with section 4.2.

#### 4.4. Cancellation insurance

Lapoint Travels offer cancellation insurance as an additional product by booking. The cancellation insurance secures full refund of the product cost minus cancellation fee if the cancellation is in accordance with the following notions:

1. The cancellation insurance fee is 6 % of the total amount purchased.
2. The cancellation with the use of cancellation insurance must occur at least 1 day prior to arrival. Cancellations after the arrival date is not considered valid.
3. The cancellation insurance ONLY works when showing a doctor's declaration of the customers or customers health issues preventing the customer of using the booked trip.
4. The cancellation insurance gives the customer the right to cancel if the customer themselves, their husband/wife, registered partner, child, parent, parents-in-law or siblings, are suddenly affected by a serious disease, accident or death.
5. Valid documentation of the cause of the cancellation must be transmitted to Lapoint at the latest 3 weeks after the cancellation occurred. If the customer has bought the organisers cancellation insurance, the organiser should refund the already paid amount (minus the administrative fee) as soon as the customer provides the documentation and within 2 weeks. By cancellation regarding multiple persons in one travelling party, the refund will go through to the person listed as responsible for the booking.

#### 4.5. Change of date

Lapoint Travels will do their best to change the date of a booking if this is a request from the customer. However, be aware that this has to be done at the latest 1-month prior of the departure, as well as that such change is dependent of the availability on the desired dates. Change of date will entail an administrative fee of 25€. Change of date will result in added costs according to price adjustments alongside seasonal circumstances at the destination. Lapoint Travels is required to inform the customers of a prospective rise of product costs by requests from customers to change the dates of a package tour.

#### 4.6. Transfer of tour

The customer has the right to transfer the package tour to someone who fulfils the terms and conditions of participation in the package tour, for a fee of 25€. The prerequisite is that Lapoint Travels is notified within reasonable time before the tour starts. The transfer will not be possible if the package tour also includes products from providers who forbid such transfer.

Charter flights are included in this category of sub providers. The organisers obligation to inform is by the Act of Package tours section 3, regarded as fulfilled towards the new customer as long as it is fulfilled towards the person transferring the tour. If it is necessary to provide additional information, and it is reasonable to do so, the organiser will still be obliged to provide the necessary information to the customer receiving the transferred tour.

### **5. TRAVEL INSURANCE, VISA AND HEALTH**

Every participant is individually obliged to acquire a travel insurance that covers medical treatment. The activities that are offered through Lapoint Travels includes a certain risk (even with the presence of instructors/guides), and it is the customer's own responsibility to make sure their insurance covers the activities Lapoint Travels offers at any given destination. Through completing the booking, the participant is releasing Lapoint Travels AS and all of its officers and/or employees, including agents, from negligence and any further legal action by any party.

#### 5.1. Visa determinations

It is the customer's own responsibility to make sure that he/she has the right information/documentation regarding visa regulations.

#### 5.2. Health information

The customer shall prior to the signing of the agreement, be informed of prospective health related formalities that can occur during the travel and stay.

### **6. THIRD PARTY LIABILITY**

#### 6.1. Liability

The organiser is obliged to at all times act as a branch of Lapoint meaning that they have to fulfil any responsibilities regarding, health, environment and security during their arrangement in Lapoint camps, and when selling our product also fulfil any responsibilities that Lapoint has according to the Norwegian rules, laws and regulations. The third party organiser will act as if it was part of Lapoint.

The organiser is obliged to inform the customer in writing as soon as possible if he wishes to

change the conditions or contents. The organiser shall at the same time inform the customer that he is entitled to annul the purchase if the changes entail the travel to lack essentiality. If the customer has not demanded this right within three days after the information of change has been issued, the customer loses the right to demand annulment of the purchase or price reductions. If this time limit is impossible to withhold due to special circumstances, the customer is obliged to contact the organiser as soon as possible and within reasonable time.

The organiser has the right to transfer the customers to other quarters that are more suited the remaining group size, and still responds to the originally booked quarters. The right to such transfer is conditioned by the transfer not reducing the contents of the chosen package tour, or making the given information about the package tour or additional services no longer possible to fulfil.

Lapoint Travels has the right to make smaller changes in the content of the package tour after the agreement is signed, in a degree that it is not problematic for the customer, and as long as the customer has been notified of the changes as soon as possible. If the changes made by the organiser entail the tour to lack essentiality, then the customer is entitled to annul the tour as long as this right has been claimed within three days after the information about the change has been given.

## 6.2. Change

The third party organiser (from now on referred to as the organiser) cannot change the terms and conditions or the specifications of the package tour if this is problematic for the customer after entering the agreement, unless this change is explicit in the specific agreement, in the proof of travel or other agreement documents.

## 6.3. Cancellations

Lapoint Travels can cancel a tour if 1) it is not enough participants signed onto a tour, 2) the conditions at the destination makes it unadvisable to travel due to risk of the traveller's life and health, 3) force major conditions that was impossible to foresee when the agreement was entered, and makes it difficult or inadvisable to execute the tour.

If a cancellation is necessary, Lapoint Travels is obliged to execute a written notification as soon as they are aware the conditions that makes the cancellation a fact. A cancellation entitles the customer to receive the full amount paid to Lapoint Travels for the package tour.

If Lapoint Travels finds it necessary, an already started package tour can be cancelled or changed. By such cancellations the traveller has the right to demand the refund of an amount equivalent to the amount of days the traveller has not made use of. When changing the tour, the customer will be informed of what refund regulations that will abide at the specific destination, and the possibility to make the choice whether they want to cancel the travel, or accept the changes that will be made.

## **7. THE OBLIGATIONS OF THE PARTIES**

### 7.1. The obligations of the organiser

The organiser shall execute the tour accordingly to what is agreed with the customer, as written in section 6. If unforeseen conditions still makes it necessary to make changes in the tour, the organiser shall within reason make sure the customer experience the least possible implications. The organiser shall as soon as possible inform of conditions that he understands or should understand, is of importance to the customer. He must in coherence to this, ask the customer the questions that are necessary to fulfil the obligation to inform.

If the customer states deficits by the tour, the organiser is obliged to do what is reasonably possible to correct the deficits as soon as possible.

### 7.2. The obligations of the customer

The customer is obliged to pay the agreed amends within the time set in the terms and conditions. Essential non-compliance of payment, gives the organiser the right to annul the booking. The customer is obliged to give the organiser the relevant information that he understands or should understand, is of importance to the execution of the package tour. The customer is furthermore obliged to read the terms and conditions the organiser has enclosed in his catalogue or other informational documents, as well as adjust to the claim regulations that is stated under section 9.

The customer is obliged to bring valid passports and deliver this to the camp manager upon arrival for registration, prospective visas or health certificates, tickets and other documents that are necessary for the travel. Passport will be refunded upon departure, after all added service costs have been paid to the camp manager on location.

The customer is obliged to gain such documents that might be necessary for the individual travel, and he is obliged to sign the insurances he personally feels necessary. Guests under 18 years of age participating in our youth camp must bring the original Parent Declaration in signed form and deliver to the camp manager upon arrival. The organiser has the right to reject a customer if he is without the necessary documents.

The customer is furthermore obliged to adjust to the organiser's own regulations as they are presented to him before the signing of the agreement, the hotel's or other provider's rules and regulations, as well as the transporter agencies' and the official authorities' rules and laws. The customer shall also adjust to advice given by the organiser such as time and place of meeting during the tour, as well as the advises the tour operators gives in accordance of unforeseen events during the tour. The individual participant on the tour must not present himself or herself in such way it is disturbing the other participants, or creates a safety or practical problem to the organiser.

The organiser is entitled to reject a participant at the start of the tour if the participant's behaviour or state makes it obvious that he is unable to fulfil the demands in this section.

Foul breaches of these terms after the relation is pronounced, entitles the organiser to refuse the specific participant further participation on the tour. The organiser is then without any liability for additional fees in accordance to the change of the return travel. The rejected customer is without right to demand refunds of the unused tour days. The customer is obliged to abide the organiser's prospective regulations of the confirmation of return tickets on charter flights. If this is not withheld, the reserved seats cannot be estimated use.

Furthermore, the customer is obliged personally to stay orientated of prospective changes in the times of departure by contacting the organiser's representative if the customer has removed themselves from the travel company or in any other way made themselves unavailable for the last 24 hours prior to the departure. The customer is obliged to pursue the organiser's encouragements to read the organiser's notions, visit information desk or reception, as long as this does not ensure unnecessary hassle or problems for the customer. The customer can be made liable for losses or additional expenses that are inflicted the organiser due to foul breaches of these terms and conditions.

The customer is responsible for destructions etc as following regular indemnification regulations. The one who books a package tour on the behalf of others, is obliged to ensure that the other participants are able to follow the regulations set down by the organiser, and that the specific package tour is of such a nature that the others may participate without endeavour to themselves or others.

The activities Lapoint Travels offer, involves a certain risk of damage of both person and equipment, even with observation from our guides and/or instructors. Each participant must submit to instructions from Lapoint and our instructors/guides to ensure safety and comfort to each and every participant.

Lapoint, as well as the instructors and guides Lapoint uses, cannot be held responsible for prospective accidents/personal injuries during the stay. Your participation in any and all activities, facilities, programs, and services provided by Lapoint is at your own risk and you assume full responsibility for your choice to use and/or apply the information or instruction you receive and assume any and all risk of injury, illness, damage, loss, or expense that might result.

It's the participant's own responsibility to ensure that he/she has a valid travel insurance (section 5.0). If the equipment is damaged, every participant is obligated to report the damages and cover the cost if these damages are due to carelessness from the participant.

Furthermore, it is the participant's own responsibility to bring a valid passport and visa (section 5.1) as well as the correct vaccinations. If you are uncertain of needing vaccinations, contact the nearest medical centre.

## **8. DEFICITS**

### 8.1. Deficits prior to the departure

The customer can annul the agreement before the package tour starts if it is clear that the tour will entail essential deficits. The same abides if the terms and conditions of the agreement is changed and the change is of essential hassle to the customer. Price raises abiding more than 15 % shall always be acknowledged as an essential hassle. The customer shall in such situations notify the organiser of the annulment within reasonable time. Unless specific reasons abides, such notification should be given within 3 days.

The customer is then entitled full refunds of the paid amends, as well as prospective compensations following the regulations of the Package Tour Act § 5-3. Alternatively, he is entitled to participate in a different package tour if the organiser or provider is able to offer this. If the compensating tour is more expensive, the customer should pay the price difference after the deduction of any damages the customer is entitled under the Package Tour Act § 5-3.

If the tour is cheaper, the organiser shall refund the difference between the original tour and compensating tour, prospectively added the refunds mentioned in the prior sentence. If the organiser cannot offer such a compensating tour, the customer can buy a tour corresponding the original tour within reason, and the organiser can be held responsible for prospective cost of this purchase following regular indemnification regulations. If such a purchase is essentially more expensive than the price for the original tour, a refund is normally not included.

If the customer, despite his right to annul the purchase due to deficits, wishes to make use of the original tour, the customer is entitled a conditional price reduction. If the deficit is a price raise of more than 15%, the customer's choice is to either annul the purchase or take part in the tour at the new price if other is not agreed between the parties.

### 8.2. Deficits after departure

The package tour is deficit when it deviates from what is set or foreseen in the agreement, and that this is not due to the customer or conditions relating him/her. Deviations from the agreement is not regarded a deficit if they are of less importance, or of a nature that the customer must assume it may occur from time to time. The same abides for deficits in natural conditions that the organiser is not able or should have been able to know or manage.

The customer is obliged to claim deficits he/she experiences as soon as possible. Claims that are stated later than the time limits in section 9 will normally entail the prospective rights of the customer to expire. Claimable deficits after departure gives the customer these rights:

A) The customer can claim the organiser to remedy the deficit if this is possible within reasonable costs and without implications to the organiser, and to the customer. If the

customer declines the corrections that will remedy the deficit, he loses the right to furthermore demands.

B) If the deficit is not remedied, the customer is entitled a conditional price reduction, prospectively the refund of reasonable expenses the customer has covered to improve the deficit when the organiser has been unable to do so.

C) If the package tour is of essential deficits, and the main aim of the tour has expired due to this, the customer is entitled to annul the purchase and claim the amends paid in accordance to the agreement. If the customer annuls the agreement due to this term, he/she is entitled deduction free transport if the package tour includes a transport element.

D) The customer is entitled a compensation for added loss or expenses due to the deficits in accordance of the regulations of the Package Tour Act § 6-4. The customer may also demand compensation for non economic loss if the deficit has inflicted the customer essential hassles. When deficits arise in accordance to transport, the prospective compensation regulations of the transformational regulations will abide prior to the compensational regulations of the Package Tour Act.

The customer can chose whether he wishes to demand his loss compensated by the organiser or directly from the transport provider. Whether the organiser is obliged to compensate in accordance to the mentioned conditions or not, the customer is obliged to limit the loss as much as possible.

Compensation cannot be claimed for loss or injuries due to carelessness of the customer themselves. The following conditions is normally not regarded as a deficit after the regulations of this section:

I. Deviations from the agreement that is of less importance to the execution of the tour, or that is without influence of the choice of tour.

II. Deviations from the expectations that the customer has had and is not created by the organiser, for example other building standards at the destination or other issued conditioned by the destination that are regarded "normal" at the destination.

III. Abnormal weather, - and other nature given conditions the organiser had not and should not have known.

IV. Conditions the customer must estimate possible to occur from time to time, and that is without the organiser's control and that is not deviating from what is regarded foreseen in the agreement. Change of settlement due to overbooking, shall not be regarded "probable" deviations.

V. Delays during transportation or changed departures/arrivals, when the stay at the destination is not shortened with more than maximum of 6 hours for tours with a

duration of less than 5 nights, or 8 hours for tours with a duration between 5 and 8 nights, or maximum 12 hours for tours with a duration for more than 8 nights. If the delay/change of the departure/arrival time is due to efforts from the aircraft authorities, exceptional weather conditions, overcrowding airspace or other similar conditions the organiser or the transport agency is without control or influence, the present deadlines are doubled.

VI. Deviations from the agreement due to the customer's personal conditions.

## **9. CLAIM LIMITATIONS**

The customer is obliged to notify the organiser within reasonable time if he experience a deficit that will give him the rights of compensation within section 8 a)-d). If the deficits are detected after the start of the package tour, the customer must claim the deficit on the spot. In either way, the complaint must be stated to the organiser or the travel agency where the tour is bought, at the latest 4 weeks after the tours' termination, unless specific conditions makes it reasonable to extend the claim date.

## **10. CONFLICT MANAGEMENT**

By claims of compensations, the customer shall be informed of the complaint procedure and that if the complaint is not accommodated or that the parties agree, the case can be brought to the Norwegian Board of Package Tour Complaints (Reklamasjonsnemnda for Pakkereiser) or other conflict management organisations, as well as prospective complaint fees in accordance to this.

## **11. VALIDATION**

These "Terms and conditions of bookings of Lapoint Travels kite, surf and snow products" is valid from the 15.01.2015 and relieves from the same date the terms and conditions from 15.03.2013.

Lapoint Travels takes reservations from prospective errors in informational documents and price listings, as well as prospective changes that may occur after the printing of informational documents and price listings.

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