

Booking Conditions

We, at Nordic Trails, do our utmost to ensure that you have an enjoyable trip with us. Please take the time to read the following booking conditions before signing the booking form. In these booking conditions "you" means the person who signs the booking form and "we" or "us" or "Nordic Trails" or "operator" means Carmen Hamdi trading as Nordic Trails. Reference to "trip" means the trail / trip you have selected from the information we have provided you, in our brochures or on our website, and for which we have sent you a booking confirmation.

1) Contract

The following booking conditions set out the terms on which you contract with us, Nordic Trails. A contract is made between you and us on the date we send the booking confirmation to you having received the completed booking form and relevant deposits from you.

2) Booking

To make a booking with Nordic Trails, you must send us a completed booking form and a deposit of 20% of the trip price for each participant. The remainder of the trip cost will then be invoiced to you and must be paid by you no later than 21 days before departure. If you book less than 21 days before departure, then full payment must be made on booking. If the balance is not paid in time then we reserve the right to cancel your holiday and apply the cancellation charges outlined below.

Please note, we do not provide travel to or from Sweden and it is your responsibility to be at the appropriate starting point for your trip at the correct time.

3) Cancellation

Should you or any member of your party wish to cancel your booking, we must receive a written confirmation of cancellation signed by the person whose name appears on the booking form. The cancellation will take effect from the date that it is received at our Swedish offices. The following charges, which are expressed as a percentage of the total trip price, will apply:

More than 21 days before departure	Deposit only
20 to 14 days before departure	50%
13 to 7 days before departure	75%
6 to 0 days before departure	100%

4) Cancellation by Nordic Trails

- We reserve the right to cancel any Nordic Trail for any reason up to 4 weeks prior to the departure date. If we decide to cancel a tour, then we will if possible offer an alternative trip. If this is not acceptable to you then we will refund in full the tour cost but we will not be liable to compensate you for other incidental expenses incurred, e.g. visa's or vaccinations.
- In certain circumstances it may be necessary for us to cancel one of the Nordic Trails due to unforeseeable circumstances: war, act of terrorism, strikes, political unrest or any other Force Majeure (as such term is usually construed) including, without limitation, storm, flood or fire. In the unlikely event that a Nordic Trail is subject to any act beyond our control, we will not be liable for any non-performance of our obligations under our contract and any additional expenses incurred as a result of any event of Force Majeure will be carried by you.

5) Insurance

- To participate in a Nordic Trails trip, you must have adequate insurance cover for baggage, medical expenses and the cost of repatriation. You agree to provide us with all relevant details of such insurance and evidence that it is in effect on arrival and throughout the duration of the trip. We reserve the right to cancel your Nordic Trail if you fail to produce such evidence.
- Limited liability insurance is held by us. You acknowledge and accept that there may be no policy covering our liability to you for death, injury, damage or loss occurring during the trip. Although Nordic Trails has taken reasonable steps in safeguarding its liability this booking condition states that you must assume that you are not covered by any operator insurance policy, including all liability insurance for death, injury, damage or any other loss.

6) Minor trip alterations

- We reserve the right to make minor alterations to your trip where necessary due to changed circumstances in the country of operation or due to changes by suppliers. We endeavour to minimise such changes.
- The day to day itinerary of the trip is taken as an aim and not as a contractual obligation. It is a fundamental condition of taking one of our trips that you accept that there is a need to be flexible in a trip of this kind and accept that delays and alterations and their consequences can happen.

7) Price Guarantee

We guarantee that the price of your trip will not be subject to any surcharge once you have paid the full cost of the trip. The only circumstance where the price of your trip might increase would be at least 28 days before the start date of the trip. Changes are likely due to significant change in exchange rates, tax or transportation costs. We reserve the right to extend these changes (increase or decreases) to you. You reserve the right to cancel in such circumstances without incurring any penalty.

8) Health and Safety

- All persons taking part in sporting activities should be in good health and have a reasonable standard of fitness. You must forewarn us of any disability, medical or behavioural problems

experienced by any one of your party. We reserve the right to refuse participation to any person, if in our opinion, that person is not deemed fit enough to take part in the activity.

- Your booking is accepted on the condition that you understand the risks and hazards of such a trip, including the dangers inherent in cycling, kayaking, canoeing, hiking and sailing or any other activities included in your trip. Please ensure your insurance covers the activities you are planning to undertake (see clause 5(a) above).

9) Liability

Our obligations, and those of any suppliers providing any service or facility included in any arrangements booked with us, are to provide services and facilities with reasonable care and skill. Facilities will be provided to the realistic minimum standard recommended by the regulatory authorities responsible. Bookings are accepted on the understanding that you appreciate the possible risks inherent in activity holidays and adventure travel and that you undertake the trips featured in our brochures and /or website at your own volition.

- Where you do not suffer personal injury, we accept liability to you should the services which we contract to you not be supplied as described in the brochures and/or on the website. Compensation will be limited to the invoice cost of that part of the contract which is not so described.
- We accept responsibility for all costs, losses, expenses, damage to property incurred by you as a result of our negligence, subject to a maximum of our liability equal to that of the price of the Nordic Trail, save in respect of death or personal injury incurred as a result of our negligence, in which case such limit to liability does not apply.
- Notwithstanding the above clauses 9(a) and 9(b), we shall not be held responsible and do not accept any liability for any costs, losses, expenses or damages due to any failure to carry out the contract if they are:
 - attributable to, or are caused by, you or any member of your party;
 - unforeseeable or unavoidable circumstances, such as Force Majeure;
 - attributable to a third party unconnected to Nordic Trails;
 - due to theft of any equipment e.g. bicycles, kayaks; or
 - due to death or injury as a result of not wearing the correct safety equipment e.g. cycle helmets or lifejackets or as a result of inadequately maintained personal equipment.
- You indemnify us against all claims, losses, costs, expenses and damage to property incurred by us as a result of any of your actions or omissions.

10) Complaints

If you have any complaints whilst on tour, you must report it directly to our representative who will endeavour to put it right as soon as possible. If you feel the problem was not dealt with appropriately, then you must contact our office within 14 days of your return.

11) Refunds

No refunds will be given for any unused activities, tickets, hotel accommodation, or services featuring in your trip.

12) Equipment Hire Conditions

- Advance booking is necessary to reserve equipment: bookings are not confirmed until receipt of payment
- The equipment, including all accessories supplied, is let out on hire and remains the property of Nordic Trails or its suppliers. You (acting for yourself and on behalf of any member of your party in this clause 12) agree not to sell, hire out or otherwise part possession with the equipment.
- You agree not to misuse the equipment and agree to return it in the same condition as when received (normal wear and tear accepted). We are entitled to charge where damage has occurred during the period of hire due to renter's misuse.
- If the equipment is stolen or lost, we reserve the right to request you to indemnify us in respect of the costs to replace the equipment. Should the equipment subsequently be returned in satisfactory condition, we will refund the full amount.
- We are not responsible for any damage or loss due to any defect in the equipment beyond our control. You shall indemnify us with respect to all costs, claims, expenses, damages that we may incur as a direct or indirect result of the use of the equipment during the period of hire.
- You will ensure that the equipment is adequately secured when not in use and will not use the equipment whilst under the influence of drugs or alcohol and will immediately notify us of breakdown or loss of equipment.

- You and any member of your party are subject to the individual terms and conditions applied by each of our suppliers.

- There may be occasions when there is insufficient equipment available for hire and although we endeavour to find suitable alternative equipment, this cannot be guaranteed.

13) Governing Law

This contract, including all matters arising from it, is subject to Swedish law and Swedish jurisdiction.